

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

#### Solicitation

NUMBER DPS1416

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

804-558-2544

TARA LYLE

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

RFQ COPY TYPE NAME/ADDRESS HERE

**Atlantic Tactical** 763 Corporate Circle New Cumberland, PA 17070

DATE PRINTED 10/29/2013

| LINE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            | CAT.                                                           |                                                                                                                                                                                                       | OPENING TIME 1:                                                                                      | 8   00000000000000000000000000000000000 |
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| LINE | QUANTITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | UOP                                                        | NO.                                                            | ITEM NUMBER                                                                                                                                                                                           | UNIT PRICE                                                                                           | AMOUNT                                  |
| 001  | 1<br>AMMUNITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | LS                                                         |                                                                | 580-04                                                                                                                                                                                                |                                                                                                      | 8515.40                                 |
|      | OP:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | EN-END                                                     | CON                                                            | Wes                                                                                                                                                                                                   | 19/13 09:33:30AM<br>t Virginia Purchasing D<br>                                                      | ivision                                 |
|      | AGENCY, WV S'<br>PROVIDE SPEC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | FATE P<br>FAL OP<br>FCE, P                                 | OLIC<br>ERAT<br>ER T                                           | HASING DIVISION<br>E, IS SOLICITING<br>IONS AMMUNITION<br>HE ATTACHED SPEC                                                                                                                            | BIDS TO                                                                                              |                                         |
|      | 1. INSTRUCTION 2. GENERAL TO SECOND S | ONS TO<br>ERMS A<br>PECIFI<br>FION A<br>G AFFI             | VENI<br>ND CO<br>CATION<br>ND SI<br>DAVI                       | ONS.<br>IGNATURE PAGE.                                                                                                                                                                                |                                                                                                      | ,                                       |
|      | INTENDED TO PARTICULAR BY ALTERNATES SILITERATURE AND INFORMATION OF TO WAIVE MINCEN ACCORDANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | E LEV. REFLECT RAND OT HOULD TO TOR ANT THE BOOK IRRO WITH | EL O<br>T A<br>R VEI<br>SO S'<br>CIFI<br>Y AL'<br>ID.<br>EGUL! | ICATIONS NAMED HE<br>F QUALITY ONLY AS<br>PREFERENCE OR FAINDOR. VENDORS WE<br>FATE AND INCLUDE<br>CATIONS. FAILURE<br>FERNATES MAY BE OF<br>THE STATE RESERVARITIES IN BIDS OF<br>FION 148-1-4(F) OF | ND ARE NOT VOR ANY HO ARE BIDDING PERTINENT E TO PROVIDE GROUNDS FOR VES THE RIGHT DR SPECIFICATIONS |                                         |

23.2082171 ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

# Request for Quotation DPS1416 – Special Operations Ammunition

6.5 Return Due to Agency Error – Items ordered in error by the Agency will be returned for credit within 30 days of receipt F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition.

Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee of 5% of the total invoiced value of the returned items.

#### 7. MISCELLANEOUS

- 7.1 No substitutions Vendor shall supply only desired items submitted in response to the RFQ. Vendor shall not supply substitute items without approval.
- 7.2 Vendor Supply Vendor must carry sufficient inventory of the desired items being offered to fulfill its obligation under this contract. By signing its bid, the Vendor certifies that it can supply the desired items contained in its bid response.
- 7.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchases and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this contract.
- 7.4 Contract Manager: During its performance of this contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this contract. The contract manager must be available during normal business hours to address any customer service or other issues related to this contract. Vendor should list its contract manager and his or her contact information below.

| Contract Manager:_ | Tiji skeoburees                 |
|--------------------|---------------------------------|
| Telephone Number:  | 717.774.3339                    |
| D > 7 1            | 717.774.4463                    |
|                    | ISKETHUME @ ATLANTICIAETICACION |
|                    |                                 |



## Winchester Supreme 308 Win (168) HPBT Match

Symbol: \$308M - Winchester Supreme Match

Shellcase: 308 Winchester brass shellcase

Bullet: 168 grain (10.89 gram) Hollow Point Boattail Match

Brass jacket, lead core

Diameter .3082 inch (7.83 mm)

Powder: Clean burning, low flash

Primer: Winchester non-corrosive primer - boxer type

Accuracy: Product Mean of 0.85 inches (2.2 cm) Extreme Spread

10 shot targets at 100 yards (91.4 m) from a 24 inch (61.0 cm) SAAMI test barrel

Velocity: 2670 ft/sec (814 m/s) nominal at 15 ft (4.6 m)

Fired in a 24 inch (61.0 cm) standard SAAMI test barrel

Energy: 2659 ft-lb (3605 joules)

Pressure: 62,000 psi (4276 bars) max. average, conformal transducer

Waterproofing: None

#### NOMINAL DIMENSIONS SHOWN



S308M

REF. WI592

INFORMATION PUBLISHED HEREIN IS SUBJECT TO CHANGE AT MANUFACTURER'S DISCRETION WITHOUT NOTICE.

PRODUCT INFORMATION SHEET #186 Rev. 06-19-2003

## **DPS 1416 – Pricing Page**

| vivdeste | しItem # | Description                                                                                                                                            | *Estimated<br>Annual<br>Quantity | Unit Price | Extended<br>Price |  |  |  |
|----------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------|-------------------|--|--|--|
| 5308M    | 3.2.1   | .308 caliber rifle ammunition, Federal Gold<br>Medal Match 168 grain boat tail hollow point<br>or equal                                                | 10,000 rounds                    | \$ 851.54  | \$ 855.40         |  |  |  |
|          |         | Failure to use this form may result in d                                                                                                               | Total                            | \$ 8515,40 |                   |  |  |  |
|          |         | Name: ARAUTE TACTICAE INC. Address: 763 Corporate Circle New Cumberland Par 17070 Phone #: 17.774.3339 Email Address: JSKethway Co ATLANTICTACTICALCOM |                                  |            |                   |  |  |  |
|          |         | Contact Coordinator Information:  Name: Address: Phone #: Email Address:  *Quantities are estimated annual usage for                                   | hidding nurnoses an              |            | ion               |  |  |  |

#### **CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

| AD ALL TOUR TIME             |
|------------------------------|
| ATLAUTIC TACTICAL IUC        |
| (Company)                    |
|                              |
|                              |
| (Authorized Signature)       |
| j                            |
| Sean M. Conville / President |
| (Representative Name, Title) |
| /                            |
| 717-774-3339 /717-774-4463   |
| (Phone Number) (Fax Number)  |
| 11/18 (13<br>(Date)          |

| RFQ No. |  | <br>_ |
|---------|--|-------|
|         |  |       |

#### STATE OF WEST VIRGINIA Purchasing Division

### PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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JILL M. SKETTHAN, Y, Notary Public Fairview Twp., York County My Commission Expires April 5, 2017