



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 31 — Public Safety

Proc Folder: 204712

Doc Description: DNR Open-End Firearms Ammunition Contract

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-08-08	2016-08-31 13:30:00	CRFQ 0310 DNR1700000003	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

MOUNTAINEER CUSTOM CARTRIDGE
 402 OAK GROVE ROAD
 GRAFTON, WV 26354

304 265-1805 FAX SAME

08/29/16 14:50:26
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

FEIN # 550-695-767

DATE 8-26-16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Natural Resources (WVDNR) and the West Virginia Division of Forestry (WVDOF) to establish an Open-End contract for ammunition per the bid requirements, specifications and terms and conditions that are apart of this solicitation and attached hereto.

INVOICE TO:	SHIP TO:
DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 4TH AVE CHARLESTON WV25303-1228 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Ammunition- Please see the Exhibit A-Pricing Page	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
46101600			

Extended Description :

Vendor's MUST submit Exhibit A-Pricing Page with submitted bid response.
Total Bid Amount is the wvOASIS commodity line amount bid.

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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 15th, 2016 at 9:00AM.EDT.

Submit Questions to: Guy Nisbet
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Guy.L.Nisbet@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 31st, 2016 at 1:30 PM. EDT.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____
award and extends for a period of _____ one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

_____ for _____.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing_requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast; fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jon Belt OWNER
 (Name, Title)
JON BELT OWNER
 (Printed Name and Title)
402 OAK GROVE ROAD GRAFTON, WV 26354
 (Address)
304 265-1805 FAX-SAME
 (Phone Number) / (Fax Number)
NONE
 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

MOUNTAINEER CUSTOM CARTRIDGE
 (Company)

Jon Belt OWNER
 (Authorized Signature) (Representative Name, Title)

JON BELT OWNER
 (Printed Name and Title of Authorized Representative)

8-26-16
 (Date)

304 265-1805 FAX-SAME
 (Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources and West Virginia Division of Forestry
Firearms Ammunition

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Natural Resources (WVDNR) and the West Virginia Division of Forestry (WVDOF) to establish an Open-End contract for ammunition.

PLEASE NOTE: The cost for shipping must be included in each line item. Delivery will be to various locations throughout West Virginia.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 **ACP”** means Automatic Colt Pistol. Invented by John Browning as specific cartridges to be used in guns.
- 2.5 **“Anaerobic”** means the sealant dries without air.
- 2.6 **“Core-Jacket Separation”** When a bullet core separates from its jacket usually causing the bullet to fail to penetrate its target.
- 2.7 **“Electrochemically plated or bonded”** means molecularly securing a bullet's lead core to its jacket eliminating core-jacket separation and controlling both how far the bullet can expand as well as the rate of expansion.
- 2.8 **“Feet per Second”** means a unit of both speed (scalar) and velocity (vector quantity, which includes direction). It expresses the distance in feet traveled or displaced, divided by the time in seconds.

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- 2.9 “FMJ” means Full Metal Jacket. FMJ has lead exposed at the base, or have an accuracy-robbing second piece to cover the lead.
- 2.10 “SAAMI” means the Sporting Arms and Ammunition Manufacturers’ Institute. SAAMI is an association of the nation’s leading manufacturers of firearms, ammunition and components. SAAMI was founded in 1926 at the request of the federal government and tasked with creating and publishing industry standards for safety, interchangeability, quality, coordinating technical data and promoting safe responsible firearms use.
- 2.11 “Smokeless Powder” means the powder, when burned under pressure as in a cartridge fired in a gun, will produce very little smoke, a small glow and leaves very little residue to corrode the firearm. The burning rate of smokeless powder will increase with increased pressure.
- 2.12 “TMJ” means Total Metal Jacket. Completely encase the lead core in a seamless jacket. TMJ rounds are proven more accurate and reduce the amount of lead contaminants in the air.
- 2.13 “Velocity” is the speed in which the bullet is traveling. With ammunition it is measured in Feet per Second.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.1.1 **.45 ACP caliber pistol ammunition, 230 grain, Speer brand, Gold Dot Hollow Point bullet, Load Number 53966, or Equal.**
- 3.1.1.1 Brass or nickel casing only, NO steel casing.
- 3.1.1.2 New ammunition, NO brass exchange.
- 3.1.1.3 Ammunition must meet industry standards set by SAAMI.
- 3.1.1.3.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless

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Powder Properties & Storage, "Properties of Smokeless Powder".)

3.1.1.3.2 Primers must not absorb moisture under normal or even severe atmospheric heat to ignite the smokeless powder. (See Attachment C – SAAMI Sporting Ammunition Primers-Properties, Handling & Storage for Handloading, "Properties of Primers".)

3.1.1.4 Bullets must be electrochemically plated.

3.1.1.5 Primers must be sealed and non-corrosive.

3.1.2 **.45 ACP caliber pistol ammunition, 230 grain, Speer Lawman Brand TMJ practice round, Load Number 53967 or 53885, or Equal.**

3.1.2.1 Brass or nickel casing only, NO steel casing.

3.1.2.2 New ammunition, NO brass exchange.

3.1.2.3 Ammunition must meet industry standards set by SAAMI.

3.1.2.3.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless Powder Properties & Storage, "Properties of Smokeless Powder".)

3.1.2.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (See Attachment C – SAAMI Sporting Ammunition Primers-Properties, Handling & Storage for Handloading, "Properties of Primers".)

3.1.2.4 Must be Total Metal Jacket rounds.

3.1.3 **.223 caliber rifle ammunition, Federal brand, 55 grain, soft point Manufacturer #T223A, or Equal.**

3.1.3.1 New ammunition, NO brass exchange.

3.1.3.2 Ammunition must meet industry standards set by SAAMI.

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- 3.1.3.3.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless Powder Properties & Storage, "Properties of Smokeless Powder".)
- 3.1.3.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (See Attachment C – SAAMI Sporting Ammunition Primers-Properties, Handling & Storage for Handloading, "Properties of Primers".)
- 3.1.3.3 Brass or nickel casing only, NO steel casings.
- 3.1.3.4 Primers must be lacquer sealed.
- 3.1.4 **.223 caliber rifle ammunition, Federal brand, 55 grain, FMJ Boat-Tail, Load Number AE223, or Equal.**
 - 3.1.4.1 New ammunition, NO brass exchange.
 - 3.1.4.2 Ammunition must meet industry standards set by SAAMI.
 - 3.1.4.2.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless Powder Properties & Storage, "Properties of Smokeless Powder".)
 - 3.1.4.2.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (See Attachment C – SAAMI Sporting Ammunition Primers-Properties, Handling & Storage for Handloading, "Properties of Primers".)
 - 3.1.4.3 Primers must be lacquer sealed.
 - 3.1.4.4 Brass or nickel casing only, NO steel casings.
- 3.1.5 **12 gauge shotgun shells ammunition, 00 buckshot, 2.75 inch shells – Federal load Number LE127 00, or Equal.**

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- 3.1.5.1 New ammunition, NO brass exchange.
- 3.1.5.2 Shells must have a brass head.
- 3.1.5.3 Ammunition must meet industry standards set by SAAMI
 - 3.1.5.3.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless Powder Properties & Storage, "Properties of Smokeless Powder".)
 - 3.1.5.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (See Attachment C - SAAMI Sporting Ammunition Primers-Properties, Handling & Storage for Handloading, "Properties of Primers".)
- 3.1.5.4 Primers must be lacquer sealed.
- 3.1.6 **12 gauge shotgun shell rifled slugs ammunition, 2.75 inch shells – Federal Load Number LEB127 RS or Equal.**
 - 3.1.6.1 New ammunition, NO brass exchange.
 - 3.1.6.2 Shell slugs must be rifled.
 - 3.1.6.3 Ammunition must meet industry standards set by SAAMI.
 - 3.1.6.3.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless Powder Properties & Storage, "Properties of Smokeless Powder".)
 - 3.1.6.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (See Attachment C - SAAMI Sporting Ammunition Primers-Properties, Handling & Storage for Handloading, "Properties of Primers".)
 - 3.1.6.4 Primers must be lacquer sealed.

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- 3.1.6.5 Velocity must be 1600 +/- 50 Feet per Second at three feet from the muzzle.
- 3.1.7 12 gauge shotgun shells ammunition, Number 7.5 or 8 bird shot, 2.75 inch shells – Federal load Number SC179, or Equal. (Low brass field loads are acceptable.)
 - 3.1.7.1 New ammunition, NO brass exchange.
 - 3.1.7.2 Shells must have a brass or low zinc plated steel head.
 - 3.1.7.3 Ammunition must meet industry standards set by SAAMI.
 - 3.1.7.3.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless Powder Properties & Storage, "Properties of Smokeless Powder".)
 - 3.1.7.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (See Attachment C – SAAMI Sporting Ammunition Primers-Properties, Handling & Storage for Handloading, "Properties of Primers".)
- 3.1.8 308 caliber rifle ammunition, Federal Sierra Match King, Load Number GM308M, 168 grain, Boat-Tail hollow point ammunition, or Equal.
 - 3.1.8.1 New ammunition, NO brass exchange.
 - 3.1.8.2 Ammunition must meet industry standards set by SAAMI.
 - 3.1.8.2.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless Powder Properties & Storage, "Properties of Smokeless Powder".)
 - 3.1.8.2.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (See Attachment C – SAAMI Sporting

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Ammunition Primers-Properties, Handling &
Storage for Handloading, "Properties of
Primers".)

- 3.1.8.3 Brass or nickel casing only.
- 3.1.8.4 Primers must have a water resistant Anaerobic Sealant.
- 3.1.9 **.308 caliber rifle ammunition – Federal, Remington, Winchester, 150 grain soft point ammunition or Equal.**
 - 3.1.9.1 New ammunition, NO brass exchange.
 - 3.1.9.2 Ammunition must meet industry standards set by SAAMI.
 - 3.1.9.2.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless Powder Properties & Storage, "Properties of Smokeless Powder".)
 - 3.1.9.2.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (See Attachment C – SAAMI Sporting Ammunition Primers-Properties, Handling & Storage for Handloading, "Properties of Primers".)
 - 3.1.9.3 Brass or nickel casing only.
- 3.1.10 **.38 Special + P caliber ammunition, 125 grain, Speer brand, Gold Dot Hollow Point bullet, Load Number 53720, or Equal.**
 - 3.1.10.1 Brass or nickel casing only, NO steel casing.
 - 3.1.10.2 New ammunition, NO brass exchange.
 - 3.1.10.3 Ammunition must meet industry standards set by SAAMI.
 - 3.1.10.3.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless Powder Properties & Storage, "Properties of Smokeless Powder".)

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- 3.1.12.3.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless Powder Properties & Storage, "Properties of Smokeless Powder".)
- 3.1.12.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (See Attachment C – SAAMI Sporting Ammunition Primers-Properties, Handling & Storage for Handloading, "Properties of Primers".)
- 3.1.12.4 Bullets must be electrochemically bonded.
- 3.1.12.5 Primers must be lacquer sealed.
- 3.1.13 **.380 caliber ammunition 95 grain, Speer brand TMJ practice round, Load Number 53608, or Equal.**
 - 3.1.13.1 Brass or nickel casing only, NO steel casing.
 - 3.1.13.2 New ammunition, NO brass exchange.
 - 3.1.13.3 Ammunition must meet industry standards set by SAAMI.
 - 3.1.13.3.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless Powder Properties & Storage, "Properties of Smokeless Powder".)
 - 3.1.13.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (See Attachment C – SAAMI Sporting Ammunition Primers-Properties, Handling & Storage for Handloading, "Properties of Primers".)
 - 3.1.13.4 Bullets must be electrochemically plated with Total Metal Jackets.
 - 3.1.13.5 Primers must be lacquer sealed.

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- 3.1.14 9mm ammunition 124 grain, Speer brand TMJ Load Number 53651, practice round, or Equal.
 - 3.1.14.1 Brass or nickel casing only. NO steel casing.
 - 3.1.14.2 New ammunition, brass exchange.
 - 3.1.14.3 Ammunition must meet industry standards set by SAAMI .
 - 3.1.14.3.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless Powder Properties & Storage, "Properties of Smokeless Powder".)
 - 3.1.14.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (See Attachment C – SAAMI Sporting Ammunition Primers-Properties, Handling & Storage for Handloading, "Properties of Primers".)
 - 3.1.14.4 Bullets must be electrochemically bonded with Total Metal Jackets.
 - 3.1.14.5 Primers must be lacquer sealed.
- 3.1.15 9mm ammunition 124 grain +P, Speer brand, Gold Dot Hollow Point bullet Load Number 53617, or Equal.
 - 3.1.15.1 Brass or nickel casing only, NO steel casing.
 - 3.1.15.2 New ammunition, NO brass exchange.
 - 3.1.15.3 Ammunition must meet industry standards set by SAAMI.
 - 3.1.15.3.1 Must use smokeless powder. (See definition in 2.11 and Attachment B - SAAMI-Smokeless Powder Properties & Storage, "Properties of Smokeless Powder".)
 - 3.1.15.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless

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powder. (See Attachment C – SAAMI Sporting Ammunition Primers-Properties, Handling & Storage for Handloading, “Properties of Primers”.)

3.1.15.4 Bullets must be electrochemically bonded.

3.1.15.5 Primers must be lacquer sealed.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest **TOTAL BID AMOUNT** as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s bids being disqualified.

Vendor should type or electronically enter the information into the Exhibit A Pricing Page to prevent errors in the evaluation; this was created in MS Excel.

4.2.1 If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with their bid submission using Exhibit “A” Pricing Page. Any product brochures to support vendor’s product should be submitted with vendor’s submitted bid response. This information may be required before award of contract.

4.3 The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied. Items listed are estimates only and will be used for bid evaluation purposes only. Actual quantities may be more or less.

4.4 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes may download from the wvOASIS Vendor Self-Serve website or by sending an email request to the following address: guy.l.nisbet@wv.gov.

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Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A" Pricing Page that is attached separately to the CRFQ and published to the VSS.

Vendors must complete this form with their price information and include it as an attachment to their online response.

If unable to respond online, vendors must submit the Exhibit "A" Proposal Form/Pricing Pages with their bid prior to the scheduled bid opening date. If unable to respond online Vendor must submit the Exhibit "A" Pricing Pages in their entirety with your bid prior to the scheduled bid opening date and time.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within forty-five (45) calendar days after orders are received. Vendor shall deliver emergency orders within thirty (30) calendar day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources and West Virginia Division of Forestry Firearms Ammunition

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6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's locations per Attachment "A". Vendor shall include the cost of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within thirty (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 or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request

7.2 The following remedies shall be available to Agency upon default.

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources and West Virginia Division of Forestry
Firearms Ammunition

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, 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.
- 8.4 **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:

JON BELT - OWNER

Telephone Number:

304 265-1805

Fax Number:

304 265-1805

Email Address:

NONE

Attachment A –Ammunition Sipping Locations

West Virginia Division of Natural Resources and
West Virginia Division of Forestry

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LAW ENFORCEMENT SECTIONS

HEADQUARTERS

324 4th Avenue

South Charleston, WV 25301

ATTN: Major DeBord 304-558-2784

DISTRICT I-FARMINGTON

WV DNR LAW ENFORCEMENT

1110 Railroad Street

Farmington, WV 26571

ATTN: Lt. McDougal 304-825-6787

DISTRICT 2- ROMNEY

WV DNR LAW ENFORCEMENT

#1 Depot Street

Romney, WV 26757

ATTN: Capt. Stuckey 304-822-3551

DISTRICT 3- ELKINS

WV DNR LAW ENFORCEMENT

163 Wildlife Drive

French Creek, WV 26218

ATTN: Capt. Benson 304-924-6211

Attachment A –Ammunition Sipping Locations

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West Virginia Division of Natural Resources and
West Virginia Division of Forestry

DISTRICT 4- BECKLEY

WV DNR LAW ENFORCEMENT

2006 Robert C Byrd Drive

Beckley, WV,25801

ATTN: Capt. Brogan 304-256-6945

DISTRICT 5- NITRO

WV DNR LAW ENFORCEMENT

4300 First Avenue Suite 100

Nitro, WV 25143

ATTN: LT Cales 304-759-0703

DISTRICT 6- PARKERSBURG

WV DNR LAW ENFORCEMENT

2311 Ohio Avenue

Parkersburg, WV 26101

ATTN: Lt. Hickman 304-420-4550

WILDLIFE RESOURCES SECTION

WV-DNR

738 Ward Road

Elkins, WV 26241

ATTN: Gary Foster

Phone: 304-637-0245

Attachment A –Ammunition Sipping Locations
West Virginia Division of Natural Resources and
West Virginia Division of Forestry

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WEST VIRGINIA STATE PARKS

BABCOCK STATE PARK

486 Babcock Road

Clifftop, WV 25831-7240

ATTN: Clint Cochran

Phone: 304-438-3004

WEST VIRGINIA DIVISION OF FORESTRY

7 Players Club Drive

Charleston, WV 25311-1626

ATTN: Sam Butcher

Phone: 304-558-2788 (X-51777)

Attachment B

SAAMI[®]

SPORTING ARMS AND AMMUNITION MANUFACTURERS' INSTITUTE, INC.

SINCE 1926

SMOKELESS POWDER

Properties & Storage

11 Mile Hill Road, Newtown, CT 06470-2359
www.saami.org

Ammunition handloading has become increasingly popular in recent years. This leaflet discusses properties of smokeless powder and offers recommendations for its storage.

This leaflet is intended to increase the knowledge of all concerned individuals and groups regarding smokeless powder. The statements and recommendations made are not intended to supersede local, state or Federal regulations. Proper authorities should be consulted on regulations for storage and use of smokeless powder in each specific community. A second leaflet entitled "SPORTING AMMUNITION PRIMERS: PROPERTIES, HANDLING & STORAGE FOR HANDLOADING" supplements this leaflet on smokeless powder.

PROPERTIES OF SMOKELESS POWDER

Smokeless powders, or propellants, are essentially mixtures of chemicals designed to burn under controlled conditions at the proper rate to propel a projectile from a gun.

Smokeless powders are made in three forms:

1. Thin, circular flakes or wafers
2. Small cylinders, both perforated and unperforated
3. Small spheres or flattened spheres

Single-base smokeless powders derive their main source of energy from nitrocellulose.

The energy released from double-base smokeless powder is derived from both nitrocellulose and nitroglycerin.

All smokeless powders are extremely flammable; by design, they are intended to burn rapidly and vigorously when ignited.

Oxygen from the air is not necessary for the combustion of smokeless powders since they contain sufficient built-in oxygen to burn completely, even in an enclosed space such as the chamber of a firearm.

Ignition occurs when the powder granules are heated above their ignition temperature. This can occur by exposing the powder to:

1. A flame such as a match or a primer flash.
2. An electrical spark or the sparks from welding, grinding, etc.
3. Heat from an electric hot plate or a fire directed against or near a closed container even if the powder itself is not exposed to the flame.

When smokeless powder burns, a great deal of gas at high temperature is formed. If the powder is confined, this gas will create pressure in the surrounding structure. The rate of gas generation is such, however, that the pressure can be kept at a low level if sufficient space is available or if the gas can escape.

In this respect smokeless powder differs from blasting agents or high explosives such as dynamite or blasting gelatin, although powder may contain chemical ingredients common to both of these products.

Smokeless powder does not detonate like high explosives as it has a controlled rate of burn and differs considerably in its burning characteristics from common "black powder." Black powder burns at essentially the same rate out in the open (unconfined) as when in a gun.

When ignited in an unconfined state, smokeless powder burns inefficiently with an orange-colored flame. It may produce a considerable amount of light brown, noxious smelling smoke. It leaves a residue

of ash and partially burned powder. The flame is hot enough to cause severe burns.

When it burns under pressure, as in a cartridge fired in a gun, smokeless powder produces very little smoke, a small glow and leaves very little or no residue. The burning rate of smokeless powder increases with increased pressure.

If burning smokeless powder is confined, gas pressure will rise and eventually can cause the container to burst. Under such circumstances, the bursting of a strong container creates effects similar to an explosion.

For this reason, the U.S. Department of Transportation (formerly Interstate Commerce Commission) sets requirements for shipping containers for propellants and requires tests of loaded containers under actual fire conditions before approving them for use.

When smokeless powder in DOT-approved containers is ignited during such tests, the container seams split open or lids pop off to release gases and powder from confinement at low pressure. Additional details are available in a SAAMI video "Smokeless Powder and the Fire Service."

HOW TO CHECK SMOKELESS POWDER FOR DETERIORATION

Although modern smokeless powders contain stabilizers and are basically free from deterioration under proper storage conditions, safe practices require a recognition of the signs of deterioration and its possible effects.

Deteriorating smokeless powders produce an acidic odor and may produce a reddish brown tume. (Don't confuse this with common solvent odors such as alcohol, ether and acetone.) Dispose of deteriorating smokeless powders immediately. Check to make certain that smokeless powder is not exposed to extreme heat as this may cause deterioration. Such exposure produces an acidity which accelerates further reaction and has been known, because of heat generated by the reaction, to cause spontaneous combustion.

Never salvage powder from old cartridges and do not attempt to blend salvaged powder with new powder or attempt to blend two types of powder to make a "custom" blend. Don't accumulate old powder stocks.

CONSIDERATIONS FOR STORAGE OF SMOKELESS POWDER

Smokeless powder is intended to function by burning, so it must be protected against accidental exposure to flame, sparks or high temperatures.

For these reasons, storage enclosures should be made of insulating materials to protect the powder from external heat sources.

Once smokeless powder begins to burn, it will continue to burn (and generate gas pressure) until it is consumed.

DOT-approved containers are constructed to open up at low internal

pressures to avoid the effects normally produced by the rupture or bursting of strong containers.

Storage enclosures for smokeless powder should be constructed in a similar manner:

1. Of fire-resistant and heat-insulating materials to protect contents from external heat.
2. Sufficiently loose to vent the gaseous products of combustion satisfactorily which would result if the quantity of smokeless powder within the enclosure accidentally ignited.

If a small, tightly enclosed storage enclosure is loaded to capacity with containers of smokeless powder, the walls of the enclosure will expand or move outwards to release the gas pressure — if the smokeless powder in storage is accidentally ignited.

Under such conditions, the effects of the release of gas pressure are similar or identical to the effects produced by an explosion. Therefore, storage of smokeless powder should be in strict compliance with all applicable regulations and recommendations of the National Fire Protection Association (reprinted at end of leaflet).

RECOMMENDATIONS FOR STORAGE OF SMOKELESS POWDER

Store in a cool, dry place. Be sure the storage area selected is free from any possible sources of excess heat and is isolated from open flame, furnaces, hot water heaters, etc. Do not store smokeless powder where it will be exposed to the sun's rays. Avoid storage in areas where mechanical or electrical equipment is in operation. Restrict from the storage areas heat or sparks which may result from improper, defective or overloaded electrical circuits.

Do not store smokeless powder in the same area with solvents, flammable gases or highly combustible materials. Store only in Department of Transportation approved containers.

Do not transfer the smokeless powder from an approved container into one which is not approved.

Do not smoke in areas where smokeless powder is stored or used. Place appropriate "no smoking" signs in these areas.

Do not subject the storage cabinets to close confinement.

Storage cabinets should be constructed of insulating materials and with a weak wall, seams or joints to provide an easy means of self-venting.

Do not keep old or salvaged powders. Check old powders for deterioration regularly. Destroy deteriorated powders immediately.

Obey all regulations regarding quantity and methods of storing. Do not store all your smokeless powders in one place. If you can, maintain separate storage locations. Many small containers are safer than one large container.

Keep your storage and use area clean. Clean up spilled smokeless powder promptly. Make sure the surrounding area is free of trash or other readily combustible materials.

Know the Following Recommendations on Storage and Handling

Issued by the National Fire Protection Association
Battery March Park, Quincy, MA 02269 and reprinted
with their permission:

NFPA 495

Explosive Materials Code
1996 Edition

This edition of NFPA 495, Explosive Materials Code, was prepared by the Technical Committee on Explosives and acted on by the National Fire Protection Association, Inc. at its Annual Meeting held May 20-23, 1996, in Boston, MA. It was issued by the Standards Council on July 18, 1996, with an effective date of August 9, 1996, and supersedes all previous editions.

The 1996 edition of this document has been approved by the American National Standards Institute.

Origin and Development of NFPA 495

This code was originally issued in 1912 as the Suggested State Law to Regulate the Manufacture, Storage, Sale and Use of Explosives. The second edition was issued in 1941 by the Committee on Laws and Ordinance and retitled Suggested Explosives Ordinance for Cities. Later, the document number NFPA 495L was designated.

After being assigned to the Committee on Chemicals and Explosives, a new edition was issued in 1959. This was retitled as the Code for the Manufacture, Transportation, Storage, and Use of Explosives and Blasting Agents and redesigned as NFPA 495.

Following reorganization of the committee in 1960, the responsibility for amendments to NFPA 495 was assigned to the Sectional Committee on Explosives. This committee reported to the Correlating Committee on Chemicals and Explosives. Revised editions were issued in 1962, 1965, 1967, 1968, 1969 and 1970. A new edition was issued in 1972 with the document title revised to code for the Manufacture, Transportation, Storage, and Use of Explosive Materials. A subsequent edition followed in 1973.

Following the issuance of the 1973 edition, the Sectional Committee on Explosives was redesignated as a Technical Committee. In 1976, the committee began a detailed review intended to amend requirements so that there were no conflicts with the regulations promulgated by the various federal agencies concerned with explosive materials (Bureau of Alcohol, Tobacco and Firearms, U.S. Mine Safety and Health Administration, US Department of Transportation, etc.) This effort resulted in the 1982 edition, which was subsequently followed by a new edition in 1985. In 1990, the document was again revised and included the title being changed to the Explosive Materials Code. The latest edition, issued in 1996, incorporates change in the classification of explosives to conform with recent U.S. Department of Transportation "Hazardous Materials Regulations" which in turn are based on United Nations Recommendations on the Transport of Dangerous Goods. The 1996 edition also includes technical and editorial amendments.

Chapter 11

Small Arms Ammunition and Primers, Smokeless Propellants, and Black Powder Propellants

11-1 Basic Requirements.

11-1.1 In addition to all other applicable requirements of this code, intrastate transportation of small arms ammunition, small arms primers, smokeless propellants, and black powder shall comply with US Department of Transportation Hazardous Materials Regulations, 49 CFR, Parts 100-199.

11-1.2 This chapter applies to the channels of distribution of and to the users of small arms ammunition, small arms primers, smokeless propellants, and black powder.

11-1.3 This chapter does not apply to in-process storage and intra-plant transportation during manufacture.

11-1.4 This chapter applies to the transportation and storage of small arms ammunition and components.

11-1.5 This chapter does not apply to safety procedures in the use of small arms ammunition and components.

11-3 Smokeless Propellants

11-3.1 Quantities of smokeless propellants not exceeding 25 lb. (11.3 kg) in shipping containers approved by the U.S. Department of Transportation, may be transported in a private vehicle.

11-3.2 Quantities of smokeless propellants exceeding 25 lb. (11.3 kg) but not exceeding 50 lb. (22.7 kg), transported in a private vehicle, shall be transported in a portable magazine having wood walls of at least 1 in. (25.4 mm) nominal thickness.

11-3.3 Transportation of more than 50 lb. (22.7 kg) of smokeless propellants in a private vehicle is prohibited.

11-3.4 Commercial shipments of smokeless propellants in quantities not exceeding 100 lb. (45.4 kg) may be reclassified for transportation purposes as flammable solids (Division 4.1) when packaged in accordance with the U.S. Department of Transportation Hazardous Materials Regulation (49 CFR, Part 173.171), and shall be transported accordingly.

11-3.5 Commercial shipments of smokeless propellants exceeding 100 lb. (45.4 kg); or not packaged in accordance with the regulations cited in 11-3.4 shall be transported in accordance with the U.S. Department of Transportation regulations for Division 1.3C propellant explosives.

11-3.6 Smokeless propellants shall be stored in shipping containers approved by US Department of Transportation.

11-3.7 Smokeless propellants intended for personal use in quantities not exceeding 20 lb. (9.1 kg) shall be permitted to be stored in original containers in residences. Quantities exceeding 20 lb. (9.1 kg), but not exceeding 50 lb. (22.7 kg), shall be permitted to be stored in residences where kept in a wooden box or cabinet having walls of at least 1 in. (25.4 mm) nominal thickness.

11-3.8 Not more than 20 lb. (9.1 kg) of smokeless propellants, in containers of a 1 lb. (0.45 kg) maximum capacity shall be displayed in commercial establishments.

11-3.9 Commercial stocks of smokeless propellants shall be stored as follows:

(a) Quantities exceeding 20 lb. (9.1 kg) but not exceeding 100 lb. (45.4 kg) shall be stored in portable wooden boxes having walls of at least 1 in. (25.4 mm) thickness.

(b) Quantities exceeding 100 lb. (45.4 kg) but not exceeding 800

lb. (363 kg) shall be stored in non-portable storage cabinets having walls of at least 1 in. (25.4 mm) thickness. Not more than 400 lb. (181 kg) shall be permitted to be stored in any one cabinet and cabinets shall be separated by a distance of at least 25 ft (7.63 m) or by a fire partition having a fire resistance of at least 1 hour.

(c) Quantities exceeding 800 lb. (363 kg) but not exceeding 5,000 lb. (2,268 kg) shall be permitted to be stored in a building, provided the following requirements are met:

1. The warehouse or storage room shall not be accessible to unauthorized personnel.

2. Smokeless propellants shall be stored in non-portable storage cabinets having wood walls of at least 1 in. (25.4 mm) thickness and having shelves with no more than 3 ft (0.92 m) of separation between shelves.

3. No more than 400 lb. (181 kg) shall be stored in any one cabinet.

4. Cabinets shall be located against the walls of the storage room or warehouse with at least 40 ft. (12.2 m) between cabinets.

5. The separation between cabinets shall be permitted to be reduced to 20 ft. (6.1 m) where barricades twice the height of the cabinets are attached to the wall, mid-way between each cabinet. The barricades shall extend at least 10 ft. (3 m) outward, shall be firmly attached to the wall, and shall be constructed of 1/4 in. (6.4 mm) boiler plate, 2 in. (51 mm) thick wood, brick, or concrete block.

6. Smokeless propellant shall be separated from materials classified by the US Department of Transportation as flammable liquids, flammable solids, and oxidizing materials by a distance of 25 ft (7.63 m) or by a fire partition having a fire resistance of at least 1 hour.

7. The building shall be protected by an automatic sprinkler system installed in accordance with NFPA 13, *Standard for the Installation of Sprinkler Systems*.

(d) Smokeless propellants not stored in accordance with 11-3.9 (a), (b), and (c) shall be stored in a Type 4 magazine constructed and located in accordance with Chapter 6.

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Attachment C

S A A M I[®]

SPORTING ARMS AND AMMUNITION MANUFACTURERS INSTITUTE, INC.
SINCE 1926

SPORTING AMMUNITION PRIMERS

Properties,
Handling & Storage
for Handloading

11 Mile Hill Road, Newtown, CT 06470-2359

This leaflet has been prepared by the Sporting Arms and Ammunition Manufacturers' Institute based upon information currently available to it. It is furnished to interested persons as a courtesy and in the interests of safety. It is not intended to be comprehensive; it does not modify or replace safety suggestions, standards, or regulations made by designated authorities, public or private. It is subject to revisions as additional knowledge and experience are gained. SAAMI expressly disclaims any warranty, obligation, or liability whatsoever in connection with the information contained herein or its use.

Ammunition handloading has become increasingly popular in recent years. This leaflet summarizes information that is generally known by an experienced handloader, and provides general information to persons interested in handloading. It discusses the properties of sporting ammunition primers and offers recommendations for their safe use, handling and storage.

This leaflet is intended only to increase the knowledge of all concerned individuals and groups regarding sporting ammunition primers. The statements made do not supersede local, state or Federal regulations. Proper authorities should be consulted on regulations for storage, transportation, and use of sporting ammunition primers in each specific community. Other leaflets on smokeless powder and sporting ammunition are available.

Properties of Primers

Sporting ammunition primers contain carefully engineered mixtures of chemical ingredients. Primers are designed to explode and produce the heat, gas and hot particles necessary to ignite the propellant powders in sporting ammunition when the firing pin of a firearm strikes them properly.

Properties of particular importance to the dealer and user of primers are as follows:

1. Primers may explode if subjected to mishandling. Explosions may be caused by friction and by percussion, such as hammering, pounding, dropping or bullet impact. Heating by fire, static electricity, sparks, hot tobacco ashes, or other unspecified abuses may also cause primers to explode.
2. If primers are loose or in bulk, having contact one with another, one primer exploding can, and usually will, cause a violent, sympathetic explosion of all primers so

situated. In other words, one primer exploding for any reason under these circumstances will normally cause all of the primers to explode in one violent blast.

3. Primers may "dust." Small particles of priming compound may separate from the primers in the form of dust, especially when they are subjected to shaking or jolting. Accumulation of this dust in primer feed tubes, loading machines, and loading areas is extremely hazardous as it might cause explosions or fires.

4. Primers exposed to water or any organic solvent, such as paint thinner, gasoline, kerosene, oil, grease, etc. may deteriorate, resulting in misfires or poor ignition.

5. Modern sporting ammunition primers will not absorb moisture under normal or even severe conditions of atmospheric humidity. There is no advantage to be gained from air-tight containers. The factory containers in which they are packaged need only normal conditions of storage. They should be kept dry and not exposed to high temperatures (in excess of 150° F). If exposed to wet conditions or high temperatures, they may deteriorate, yielding misfires or poor ignition of the propellant powder.

Handling of Primers

Primers do explode. This is the purpose for which they have been designed. They demand the respect and careful handling due any device containing explosives.

Sporting Ammunition and the Firefighter, a video produced by the Sporting Arms and Ammunition Manufacturers' Institute, analyzes the characteristics associated with small arms ammunition when it is subjected to severe impact and fire. When a primer ignites, it causes the propellant to burn, which creates gases which, when under pressure in a firearm, send the bullet down the barrel. Pressure created by the propellant being burned is what discharges a bullet. As such, loose ammunition in a fire does not result in bullets being discharged because the propellant is not burning under pressure. The video, which has been widely circulated to fire departments, concludes that while ammunition produces a popping sound when it burns, there is no mass detonation of the ammunition, any projectiles are of low velocity, and there is no threat to firefighters in their standard turn-out gear.

Primers should never be handled, used, or stored in bulk, since primers in bulk can explode simultaneously. The

placing of primers in tubes or columns, or using other bulk systems in which the explosion of any one primer may cause the explosion of all others, is a potentially hazardous condition. The manufacturers of primers do not recommend the use of primer feeds for reloading unless adequate protection from the hazard of explosion is provided. It is the responsibility of the manufacturers of primer handling systems to provide safety and protective features for their equipment. It is recommended that primers be handled individually unless adequate safeguards are provided and used.

Care must always be exercised in any handloading operation to avoid rough handling and undue force where a primer is involved, since the primer may fire. Any malfunction of equipment must be cleared with extreme caution. The decapping of shells or cases containing live primers is to be avoided.

Precautions should be taken to avoid buildup of static electricity on the person when handling primers or conducting handloading procedures. Loading equipment should be electrically grounded.

All loading equipment and adjacent areas must be kept scrupulously clean and free of primer dust and powder accumulations. Work areas and loading equipment must be cleaned by wiping with a damp cloth or sponge which should be thoroughly rinsed after each use. Fired primers, primer cups, anvils, or other bits of hard, abrasive material are a hazard during loading operation as contact with them may cause primers to fire.

Accidentally spilled primers should be picked up immediately as they may explode when stepped upon.

An absolute minimum of primers should be maintained at the loading operation. Only one packing tray at a time should be removed from the primer storage.

When a priming operation is completed, any remaining primers should be returned to the package in which they were originally contained. These packages have been specifically designed to protect primers during shipment and storage and also to protect the consumer.

Primers available to children, household pets, or persons not recognizing them as potentially hazardous, are an unnecessary risk to all concerned.

Never have an open flame, source of sparks, or hot particles in the vicinity of primers or any ammunition loading operation.

Do not smoke near primers.

Safety glasses must be worn when performing any and all handloading operations. Additional protection such as face shields or machine guards are strongly recommended.

Recommended Storage of Primers

Storage cabinets containing only primers are recommended. These cabinets should be ruggedly constructed of lumber of least 1" nominal thickness to delay or minimize the transmission of heat in the event of fire. SAAMI recommends against storing primers in sealed or pressurized containers.

Keep your storage and use area clean. Make sure the surrounding area is free of trash or other readily combustible materials.

Be sure your storage area is free from any possible sources of excessive heat and is isolated from open flame, furnaces, water heaters, etc. Do not store primers where they can be exposed to direct sunlight. Avoid storage in areas where mechanical or electrical equipment is in operation.

Do not store primers in the same area with solvents, flammable gases, or highly combustible materials. Store primers only in their original factory containers. Do not transfer the primers from this approved container into one which is not approved. The use of glass bottles, fruit jars, plastic or metal containers, or other bulk containers for primer storage is extremely hazardous.

Do not smoke in areas where primers are stored. Place appropriate "No Smoking" signs in these areas.

Do not store primers in any area where they might be exposed to gun fire, bullet impact, or ricochets.

Do not store primers with propellant powders or any other highly combustible materials so as to avoid involving primers in a fire as much as possible.

Observe all regulations regarding quantity and methods of storing primers.

Know the Following**RECOMMENDATIONS ON STORAGE AND HANDLING**

Issued by the National Fire Protection Association

Battery March Park, Quincy, MA 02269 and reprinted with their permission:

NFPA 495**Explosive Materials Code**

This edition of NFPA 495, Explosive Materials Code, was prepared by the Technical Committee on Explosives and acted on by the National Fire Protection Association, Inc. at its Annual Meeting held May 20-23, 1996, in Boston, MA. It was issued by the Standards Council on July 18, 1996, with an effective date of August 9, 1996, and supersedes all previous editions.

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al agencies concerned with explosive materials (Bureau of Alcohol, Tobacco and Firearms, US Mine Safety and Health Administration, US Department of Transportation, etc.) This effort resulted in the 1982 edition, which was subsequently followed by a new edition in 1985. In 1990, the document was again revised and included the title being changed to the Explosive Materials Code. The latest edition, issued in 1996, incorporates change in the classification of explosives to conform with recent U.S. Department of Transportation "Hazardous Materials Regulations" which in turn are based on United Nations Recommendations on the Transport of Dangerous Goods. The 1996 edition also includes technical and editorial amendments.

Chapter 11**Small Arms Ammunition and Primers, Smokeless Propellants, and Black Powder Propellants****11-1 Basic Requirements.**

11-1.1 In addition to all other applicable requirements of this code, intrastate transportation of small arms ammunition, small arms primers, smokeless propellants, and black powder shall comply with US Department of Transportation Hazardous Materials Regulations, 49 CFR, Parts 100-199.

11-1.2 This chapter applies to the channels of distribution of and to the users of small arms ammunition, small arms primers, smokeless propellants, and black powder.

11-1.3 This chapter does not apply to in-process storage and intra-plant transportation during manufacture.

11-1.4 This chapter applies to the transportation and storage of small arms ammunition and components.

11-1.5 This chapter does not apply to safety procedures in the use of small arms ammunition and components.

11-5 Small Arms Primers

11-5.1 Small arms primers shall be transported or stored in containers approved by the US Department of Transportation.

11-5.2 Transportation of small arms primers shall comply with US Department of Transportation Regulations.

11-5.3 No more than 25,000 small arms primers may be transported in a private vehicle.

11-5.4 No more than 10,000 small arms primers may be stored in residences.

11-5.5 No more than 10,000 small arms primers may be displayed in commercial establishments.

11-5.6 Commercial stocks of small arms primers shall be stored as follows:

(a) Quantities not exceeding 750,000 may be stored in a building if not more than 100,000 are stored in any one pile and piles are at least 15 ft (4.6 m) apart.

(b) Quantities exceeding 750,000 may be stored in a building if the following conditions are met:

1. The warehouse or storage room shall not be accessible to unauthorized personnel.
2. Primers shall be stored in cabinets. No more than 200,000 primers shall be stored in any one cabinet.
3. Shelves in cabinets shall have vertical separation of at least 2 ft (0.6 m).
4. Cabinets shall be located against walls of the warehouse or storage room with at least 40 ft (12.2 m) between cabinets.
5. Separation between cabinets may be reduced to 20 ft (6.1 m) if barricades twice the height of the cabinets are attached to the wall, midway between each cabinet. The barricades shall extend at least 10 ft (3 m) outward, shall be firmly attached to the wall, and shall be constructed of 1/4 in. (6.4 mm) boiler plate, 2 in. (51 mm) thick wood, brick or concrete block.
6. Primers shall be separated from materials classified by the US Department of Transportation as flammable liquids, flammable solids, and oxidizing materials by a distance of 25 ft (7.63 m) or by a fire partition having a fire resistance of at least 1 hour.

7. The building shall be protected by an automatic sprinkler system installed according to NFPA 13, Standard for the Installation of Sprinkler Systems.

(c) Small arms primers not stored according to (a) or (b) above shall be stored in a magazine meeting the requirements of Chapter 6.

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Exhibit A - Pricing Page
 West Virginia Division of Natural Resources and West Virginia Division of Forestry
 Firearms Ammunition

Item	Description	Manufacturer and Model / or Equal Products Bid	Unit of Measure	Unit Cost	Estimated Quantity	Extended Cost
3.1.1	.45 ACP caliber pistol ammunition, 230 grain, Speer brand, Gold Dot Hollow Point bullet, Load Number 53966, or Equal	SPEER # 53966	per round	.35	26,000	\$9,100 ⁰⁰
3.1.2	.45 ACP caliber pistol ammunition, 230 grain, Speer Lawman Brand TMJ practice round, Load Number 53967 or 53885, or Equal	SPEER # 53653	per round	.255	204,000	\$52,020 ⁰⁰
3.1.3	.223 caliber rifle ammunition, Federal brand, 55 grain, soft point Manufacturer #T223A, or Equal	FEDERAL T223A	per round	.53	54,000	\$28,620 ⁰⁰
3.1.4	.223 caliber rifle ammunition, Federal brand, 55 grain, FMJ Boat-Tail, Load Number AE223, or Equal	FEDERAL AE223	per round	.296	36,000	\$10,656 ⁰⁰
3.1.5	12 gauge shotgun shells ammunition, 00 buckshot, 2.75 inch shells - Federal load Number LE127 00, or Equal	FEDERAL LE12700	per round	.44	1,800	\$792 ⁰⁰
3.1.6	12 gauge shotgun shell rifled slugs ammunition, 2.75 inch shells - Federal Load Number LEB127 RS or Equal	FEDERAL LEB127RS	per round	.504	3000	\$1,512 ⁰⁰
3.1.7	12 gauge shotgun shells ammunition, number 7.5 or 8 bird shot, 2.75 inch shells - Federal load Number SC179, or Equal (Low brass field loads are acceptable.)	FEDERAL TGL12-7.5	per round	.232	25	\$580
3.1.8	.308 caliber rifle ammunition, Federal Sierra Match King, Load Number GM308M, 168 grain, Boat-Tail hollow point ammunition, or Equal	FEDERAL GM308M500	per round	.712	20	\$1424
3.1.9	.308 caliber rifle ammunition, Federal, Remington, Winchester, 150 grain soft point ammunition or Equal	FEDERAL 308A	per round	.925	20	\$1850
1.10	.38 Special + P caliber ammunition, 125 grain, Speer brand, Gold Dot Hollow Point bullet, Load Number 53720, or Equal	SPEER # 53720	per round	.34	50	\$17 ⁰⁰
1.11	.22 caliber long rifle, 40 grain soft point ammunition, Federal or Remington brand, or Equal	FEDERAL AE5022	per round	.035	50	\$175
1.12	.380 caliber ammunition 90 grain, Speer brand Load Number 53606, Gold Dot Hollow Point bullet, or Equal	SPEER # 53606	per round	.470	50	\$2350

Exhibit A - Pricing Page
 West Virginia Division of Natural Resources and West Virginia Division of Forestry
 Firearms Ammunition

3.1.13	.380 caliber ammunition 95 grain, Speer brand TMJ practice round, Load Number 53608, or Equal	SPEER # 53608	per round	.167	50	\$835
3.1.14	9mm ammunition 124 grain, Speer brand TMJ Load Number 53651, practice round, or Equal	SPEER # 53651	per round	.185	2,000	\$370 ⁰⁰
3.1.15	9mm ammunition 124 grain +P, Speer brand, Gold Dot Hollow Point bullet Load Number 53617, or Equal.	SPEER # 53617	per round	.291	1,000	\$291 ⁰⁰
TOTAL BID AMOUNT:						

TOTAL \$103,450¹⁴

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

- 1. Application is made for 2.5% vendor preference for the reason checked:
Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 - Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 - Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
 - Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

- 2. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

- 3. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

- 4. Application is made for 5% vendor preference for the reason checked:
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

- 5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

- 6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

- 7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: MOUNTAINEER CUSTOM CARTRIDGE

Signed: *John Bet*

Date: 8-26-16

Title: OWNER

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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 exceeds 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.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: MOUNTAINEER CUSTOM CARTRIDGE

Authorized Signature: [Signature] Date: 8-26-16

State of West Virginia

County of Taylor, to-wit:

Taken, subscribed, and sworn to before me this 26th day of August, 2016.

My Commission expires December 15, 2018, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

Amanda Slaton

