



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Jump to:

Welcome, Lu Anne Cottrill

Procurement

Budgeting

Accounts Receivable

Accounts Payable

Solicitation Response(SR) Dept: 0310 ID: ESR12191600000002825 Ver.: 1 Function: New Phase: Final Modified by batch , 12/22/2016

Header 1

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 269431

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0310

Vendor ID: 000000125572

SO Doc ID: DNR1700000033

Legal Name: WITMER PUBLIC SAFETY GROUP INC

Published Date: 12/16/16

Alias/DBA:

Close Date: 12/22/16

Total Bid: \$146,273.00

Close Time: 13:30

Response Date: 12/19/2016

Status: Closed

Response Time: 16:26

Solicitation Description: Addendum No. 01 - Law Enforcement-Open-End Firearms

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder : 269431

Solicitation Description : Addendum No. 01 - Law Enforcement-Open-End Firearms Contract

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-12-22 13:30:00	SR 0310 ESR12191600000002825	1

VENDOR

000000125572

WITMER PUBLIC SAFETY GROUP INC

Solicitation Number: CRFQ 0310 DNR17000000033

Total Bid : \$146,273.00

Response Date: 2016-12-19

Response Time: 16:26:02

Comments:

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham

(304) 558-2157

brittany.e.ingraham@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	45 Caliber Duty Pistols	205.00000	EA	\$469.000000	\$96,145.00

Comm Code	Manufacturer	Specification	Model #
46101504			

Extended Description :	45 Caliber Duty Pistols Vendor must submit Exhibit A - Pricing Page with submitted bid
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Comments: Glock Model 21 Gen 4, Glock Night Sights, 3 -13 Round Magazines #PG21507

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	9 Millimeter Pistols	130.00000	EA	\$385.600000	\$50,128.00

Comm Code	Manufacturer	Specification	Model #
46101504			

Extended Description :	9 Millimeter Pistols Vendor must submit Exhibit A - Pricing Page with submitted bid
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Comments: Glock Model 43, Glock Night Sights, 3 - 6 Round Magazines #PN43507 Glock #MF43106 Magazine



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: 269431

Doc Description: Law Enforcement-Open-End Firearms Contract

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-09	2016-12-22 13:30:00	CRFQ 0310 DNR1700000033	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:

Witmer Public Safety Group, Inc.

P.O. Box 249

Chalk Hill, Pa. 15421

724-437-1800

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham

(304) 558-2157

brittany.e.ingraham@wv.gov

Signature X

Kathy Karpis

FEIN #

23-2383776

DATE

12/19/16

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, Law Enforcement Section, to establish an open-end contract for .45 caliber pistols and 9 millimeter pistols per the bid requirements, specifications, terms, and conditions attached to this solicitation.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 4TH AVE SOUTH CHARLESTON WV25303-1228 US	DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 FOURTH AVE SOUTH CHARLESTON WV 25303-1228 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	45 Caliber Duty Pistols	205.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46101504			

Extended Description :

45 Caliber Duty Pistols

Vendor must submit Exhibit A - Pricing Page with submitted bid

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 4TH AVE SOUTH CHARLESTON WV25303-1228 US	DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 FOURTH AVE SOUTH CHARLESTON WV 25303-1228 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	9 Millimeter Pistols	130.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46101504			

Extended Description :

9 Millimeter Pistols

Vendor must submit Exhibit A - Pricing Page with submitted bid

DNR1700000033	Document Phase Draft	Document Description Law Enforcement-Open-End Firearms Contract	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXHIBIT "A" Pricing Page
West Virginia Division of Natural Resources-Law Enforcement Section
Open-End Firearms Contract

Section	Description	Make and Model	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
3.1.1	Glock Model 21, Generation 4, .45 Caliber Pistol or equal	GLOCK Model 21 GEN 4 GLOCK NIGHT SIGHTS 3-13 Round MAGAZINES, #P621507	Each	205	469.00	96,145.00
3.1.2	Glock Model 43, 9mm Pistol or equal	GLOCK Model 43 GLOCK NIGHT SIGHTS 3-6 Round MAGAZINES PN 43507 + MF43106	Each	130	385.60	50,128.00
TOTAL BID AMOUNT (INCLUDES SHIPPING CHARGES)						146,273.00

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.

Kathy Marks - Sales
 (Name, Title)
KATHY MARKS - SALES
 (Printed Name and Title)
P.O. Box 249 CHALK Hill PA 15421
 (Address)
724-437-1800 724-437-0277
 (Phone Number) / (Fax Number)
KMARKS@WPSG.INC.COM
 (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.

Kitner Public Safety Group
 (Company)

Kathy Marks - KATHY MARKS - SALES
 (Authorized Signature) (Representative Name, Title)

KATHY MARKS - SALES
 (Printed Name and Title of Authorized Representative)

12/13/2016
 (Date)

724-437-1800 724-437-0277
 (Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Law Enforcement Section
Open-End Firearms Contract

31

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: _____

Looby Marks

Telephone Number: _____

724-437-1800

Fax Number: _____

724-437-0277

Email Address: _____

KMARKS@WPSG.INC.COM

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: Westmore Public Safety Group Signed: Lachy Harris
Date: 12/13/16 Title: Sales

*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: Kitner Public Safety Group Inc.

Authorized Signature: Rocky Parks Date: 12/13/16

State of Pennsylvania

County of Fayette, to-wit:

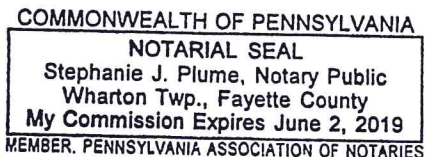
Taken, subscribed, and sworn to before me this 13th day of December, 2016.

My Commission expires June 2, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC Stephanie J. Plume

Purchasing Affidavit (Revised 08/01/2015)





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: 269431

Doc Description: Addendum No. 01 - Law Enforcement-Open-End Firearms Contract

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-16	2016-12-22 13:30:00	CRFQ 0310 DNR1700000033	2

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:

Witmer Public Safety Group, Inc.
P.O. Box 249
Chalk Hill, Pa 15421
724-437-1800

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham

(304) 558-2157

brittany.e.ingraham@wv.gov

Signature X

Lucky Harris

FEIN #

23-23-83776

DATE

12/19/2016

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

ADDITIONAL INFORMATION:

Addendum

Addendum No. 01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Natural Resources, Law Enforcement Section, to establish an open-end contract for .45 caliber pistols and 9 millimeter pistols per the bid requirements, specifications, terms, and conditions attached to this solicitation.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 4TH AVE SOUTH CHARLESTON WV25303-1228 US	DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 FOURTH AVE SOUTH CHARLESTON WV 25303-1228 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	45 Caliber Duty Pistols	205.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46101504			

Extended Description :

45 Caliber Duty Pistols

Vendor must submit Exhibit A - Pricing Page with submitted bid

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 4TH AVE SOUTH CHARLESTON WV25303-1228 US	DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 FOURTH AVE SOUTH CHARLESTON WV 25303-1228 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	9 Millimeter Pistols	130.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46101504			

Extended Description :

9 Millimeter Pistols

Vendor must submit Exhibit A - Pricing Page with submitted bid

DNR1700000033	Document Phase Draft	Document Description Addendum No. 01 - Law Enforcement-Open-End Firearms Contract	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**Law Enforcement Firearms
CRFQ DNR1700000033
Vendor Questions and Agency Answers**

Q1.) I had an inquiry about the Shipment and Delivery (article 6.1) requirements of the bid spec.

It is required that shipment of the requested quantity of bid items take place within thirty days ARO and that emergency orders for items be filled within seven days ARO.

Glock is currently running 90-120 days ARO for newly processed Agency orders. Is there any flexibility to the delivery requirements, as I believe an order of this size would not have the ability to be delivered within the requested time frame?

A.1) The agency will allow the successful vendor to ship standard and emergency orders within one hundred and twenty (120) days.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Kitmer Public Safety Group, Inc.
 Company

Larry Moore
 Authorized Signature

12/19/2016
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012