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

Request for Quotation

RFQ NUMBER
DPS0702

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BUYER 32
304-558-0492

RFQ COPY
TYPE NAME/ADDRESS HERE
The Hunting Shack, Inc.
4406 Rathbun Lane

Stevensville MT 59870

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WEST VIRGINIA STATE POLICE

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

DATE PRINT	ED	TER	MS OF SAL	E	SHIP VIA		F.O.B.	FREIGHT TERMS
08/03/2006								
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		Λ		SEE RE	VERSE SIDE FOR TERMS AND C	ONDIT	rions	
SIGNATURE	N 🔪	1			TELEPHONE 800)-85	56-2857 DATE	3/23/06
Product:	ion Mai		IN 81-	-03510			ADDRESS CHANGE	ES TO BE NOTED ABOVE

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



VENDOR

REQ COPY

TYPE NAME/ADDRESS HERE

4406 Rathbun Lane

The Hunting Shack, Inc.

Stevensville MT 59870

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

Request for Quotation

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RFO NUMBER DPS0702

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 32

304-558-0492

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV

25309 304-746-2141

FREIGHT TERMS TERMS OF SALE SHIP VIA F.O.B. DATE PRINTED 08/03/2006 BID OPENING DATE: BID OPENING TIME 01:30PM 08/24/2006 CAT. UNIT PRICE QUANTITY UOP: ITEM NUMBER AMOUNT: LINE UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK). IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. VENDOR PREFERENCE CERTIFICATE SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE 8/23/06 SIGNATURE EE800-856-2857 ππιεProduc**t**ion Mgr 81-0351033 ADDRESS CHANGES TO BE NOTED ABOVE



VENDOR

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

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SHIP VIA F.O.B. FREIGHT TERMS DATE PRINTED . TERMS OF SALE 08/03/2006 BID OPENING DATE: BID OPENING TIME 08/24/2006 01:30PM CAT, QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT LINE CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). APPLICATION IS MADE FOR 2.5% 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 CORPORA-TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 800-856-2857 ัชีว็23/06 81-0351033 ADDRESS CHANGES TO BE NOTED ABOVE Production Mgr



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Request for Quotation DPS07

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WEST VIRGINIA STATE POLICE

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

DATE PRIN	TED	TERM	S OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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DPS 0702 BID SPECIFICATIONS / BID FORM

item # 1	
.308 caliber rifle ammunition, Federal Br	
NO SUBSTITUTIONS WILL BE ACC	EPIED.
Estimated Usage: 8250 rounds	GM308M
Case Quantity: 500 rounds	Cost per case: \$309.00
(New ammunition, no brass exchange)	
Item # 2	
	emington, Winchester, or equivalent Brand, 150
Estimated Usage: 14080 rounds	HSM 308-3N NEW
Case Quantity: 500 rounds	Cost per case: \$230.00
(New ammunition, no brass exchange)	
Item # 3	
.223 caliber rifle ammunition, Federal Br	and, 55 grain, soft point, (Mfg # 223A) or equal
in Winchester, Remington or equivalent I	Brand.
Estimated Usage: 54340 rounds	
	HSM 223-2N NEW
Case Quantity: 1000 rounds	Cost per case: \$ 229.99
(New ammunition, no brass exchange)	
Item # 4	
	75 inch shells, Winchester, Remington, Federal
Estimated Usage: 2200 rounds	
	RIO RB129
Case Quantity: 250 rounds	Cost per case: \$ 62.50
(New ammunition, no brass exchange)	
Item # 5	
12 gauge shotgun slugs, 2.75 inch shells, brand.	Winchester, Remington, Federal or equivalent
Estimated Usage: 40975 rounds	RIO RSL12
Case Quantity: 250 rounds	Cost per case: \$ 89.99
(New ammunition, no brass exchange)	F



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

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BID OPENING	DATE: AU	GUST 24, 2006		
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	SEERE	VERSE SIDE FOR TERMS AND CON	17 35 10 31 (50 35 35 35 37 37 37 37 37 37 37 37 37 37 37 37 37	
SIGNATURE		TELEPHONE 8	00-856-2857 PATE 8	3/23/06
Paroduction Manager	FEIN 81-03510:	33	ADDRESS CHANGES	TO BE NOTED ABOVE

Item # 6	tgun shells, number 7.5 or 8 b	ird shot. 2.75 inch shells.	Winchester.
	ederal or equivalent brand. I		
Estimated Us	age: 26675 rounds	RIO TLT32	
	y: <u>250</u> rounds nition, no brass exchange)	Cost per case: \$34.0	0
		Grand Total \$ 955	. 48
Bidder Info	rmation – Please type in i	information	
Name:	The Hunting Shack, I	nc	
Address:	4406 Rathbun Lane		
	Steven <u>sville MT 5987</u>	0	
Phone#:	800-856-2857		
Fax#:	406-777-3908		
Email:	vickir@thehunt	ingshack.com	
1/	-W		8/23/06
Signature		1	Date

ATTACHMENT TO BID SPECIFICATIONS DPS 0702

The West Virginia State Police hereby intends to solicit competitive bids, with the object of establishing a standing contract for firearms ammunition. Ammunition purchased under this contract may be utilized either at the State Police Academy for training purposes, or for general issue to police officers.

The State of West Virginia reserves the right to request samples of the ammunition bid for testing purposes, at no cost to the State.

Delivery Terms: The Purchaser's preference of delivery time frame is 45 days ARO guaranteed. If prospective vendors cannot submit a realistic quotation based upon this requirement, it is requested that they specify an alternative below:

Guaranteed Delivery:

45

days ARO

Freight Terms:

FOB South Charleston, West Virginia

Orders will be placed in case quantities only.

The Purchaser reserves the right to make partial award based upon bids submitted if it is in the best interest of the State of West Virginia.

Any questions concerning these specifications should be directed to F/Sgt. Jeff Ford at 304-746-2136 or F/Sgt Rick Pursley, Procurement Director, at 304-746-2238.

RFQ No.	

AFFIDAVIT

West Virginia Code §5A-3-10a states:

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 the debt owned is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name:	The Huntir	g Shack, Inc,			
Authorized Signature	1	Me	Date: _	8/23/06	
No Debt Affidavit Revised 02/08/06		•			

THE HUNTING SHACK, INC.

Phone: (406) 777-2106 Fax: (406) 777-3908

Email: mail@thehuntingshack.com Web Page: www.thehuntingshack.com

SPECIFICATION SHEET HSM 308-3N SPBT

Ammunition: HS Munitions, Inc. Manufacture. 308 Winchester "Special Police".

Bullet: 150 grain Hornady Spitzer Boat Tail soft point.

Primer: Non-corrosive, Boxer Type, CCI

Primer Sealant: None.

Case Mouth Sealant: None.

Propellant: Extruded Type. (To meet SAAMI pressure spec. and velocity).

Propellant Detection: 100% mechanical and/or electrical detection of

propellant levels within the cartridge.

Cartridge Case: New, Brass case.

Headstamp: Normal Winchester "308 Win" markings.

Velocity: 2800 ft/sec(+/-). (Adjustable to meet customer requirements).

Chamber Pressure: to SAAMI recommended pressure levels.

Accuracy: One minute of angle, or better.

Inspection: 100% visual inspection of finished cartridges prior to packaging.

Packaging: 20 round boxes

THE HUNTING SHACK, INC.

4406 Rathbun Ln. Stevensville, MT 59870-6139 Phone: (406) 777-2106 Fax: (406) 777-3908

Email: mail@thehuntingshack.com Web Page: www.thehuntingshack.com

SPECIFICATION SHEET HSM 223-2New

a. Ammunition: HS Munitions, Inc - Manufacture

Bullet: 55 grain Jacketed Soft Point Hornady

Primer: Boxer Type, Non-corrosive.

Primer Sealant: yes

Case Mouth Sealant: yes

Propellant: Ball clean burning. Hodgdon powder

Propellant Detection: 100% mechanical and/or electrical detection of

propellant levels within the cartridge.

Cartridge Case: New US manufacture.

Headstamp:

Case manufacturer's symbol and cartridge designation.

Velocity: 3240 +/- 20fps in SAAMI standard test barrel.

Muzzle Energy: 1281 ft-lbs.

Chamber Pressure: to SAAMI recommended pressure levels.

Inspection: 100% visual inspection of finished cartridges prior to packaging.

b. Packaging:

Inner: Fiberboard cartons.

Outer: Corrugated cardboard construction.

c. Markinas:

Inner Packing:

Standard Nomenclature.

Lot Number. Manufacturer.

Outer Packing:

Standard Nomenclature.

Lot Number. Manufacturer.