



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

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32 304-558-0492

VENDOR

Mountaineer Custom Cartridge  
 Rt. 3 Box 199A  
 Grafton, WV 26354

SHIP TO

WEST VIRGINIA STATE POLICE  
  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/03/2006	30 NET	BEST WAY	DESTINATION	PREPAID
BID OPENING DATE:	08/24/2006	BID OPENING TIME	01:30PM	

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LT		680-04		
<p><b>REQUEST FOR QUOTATION</b></p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR GUN AMMUNITION FOR THE WEST VIRGINIA STATE POLICE PER THE ATTACHED SPECIFICATIONS.</p> <p>THIS CONTRACT MAY BE USED BY ALL STATE AGENCIES, COUNTIES &amp; MUNICIPALITIES.</p> <p>ATTACHMENTS:</p> <ol style="list-style-type: none"> <li>1. SPECIFICATIONS</li> <li>2. BID FORM</li> <li>3. AFFIDAVIT</li> </ol> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON SEPTEMBER 1, 2006 &amp; AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Jonathan M. Bels</i>	304 2651805	8-18-06	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
OWNER	550-695-767		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. 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 Virginia 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.

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**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.
4. 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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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RFQ NUMBER:  
**DPS0702**

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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BUYER 32**  
**304-558-0492**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**MOUNTAINEER CUSTOM CARTRIDGE**  
 Route 3 Box 199-A  
 GRAFTON, WEST VIRGINIA 26354

SHIP TO

**WEST VIRGINIA STATE POLICE**  
  
**4124 KANAWHA TURNPIKE**  
**SOUTH CHARLESTON, WV**  
**25309 304-746-2141**

DATE PRINTED <b>08/03/2006</b>	TERMS OF SALE <b>NET 30</b>	SHIP VIA <b>BEST WAY</b>	F.O.B. <b>DESTINATION</b>	FREIGHT TERMS <b>PREPAID</b>
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BID OPENING DATE: **08/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>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.</p> <p>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</p> <p>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).</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jonathan M. Bels</i>	TELEPHONE <b>304 265-1805</b>	DATE <b>8-18-06</b>
TITLE <b>OWNER</b>	FEIN <b>550-695-767</b>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32 304-558-0492

VENDOR

RFQ COPY  
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**MOUNTAINEER CUSTOM CARTRIDGE**  
 Route 3 Box 199-A  
 GRAFTON, WEST VIRGINIA 26354

SHIP TO

WEST VIRGINIA STATE POLICE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/03/2006	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 08/24/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> 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</p> <p><input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION 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</p> <p><input type="checkbox"/> 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 HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304 265-1805	8-18-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
OWNER	550-695-767	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32 304-558-0492

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**MOUNTAINEER CUSTOM CARTRIDGE**  
 Route 3 Box 199-A  
 GRAFTON, WEST VIRGINIA 26354

SHIP TO

WEST VIRGINIA STATE POLICE  
  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/03/2006	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 08/24/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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 ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Jonathan M. Betts</i>	304 265-1805	8-18-06
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
OWNER	550-695-767	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

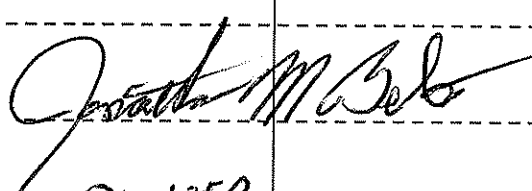
**MOUNTAINEER CUSTOM CARTRIDGE**  
 Route 3 Box 199-A  
 GRAFTON, WEST VIRGINIA 26354

SHIP TO

WEST VIRGINIA STATE POLICE  
  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
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08/03/2006	NET 30	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 08/24/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), 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.</p> <p>BIDDER: <b>MOUNTAINEER CUSTOM CARTRIDGE</b>  <small>Route 3 Box 199-A</small></p> <p>DATE: _____</p> <p>SIGNED: </p> <p>TITLE: <b>OWNER</b></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304 265-1805	8-18-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
OWNER	550-695-767	

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VENDOR

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**MOUNTAINEER CUSTOM CARTRIDGE**  
 Route 3 Box 199-A  
 CRAFTON, WEST VIRGINIA 26354

SHIP TO

WEST VIRGINIA STATE POLICE  
  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED 08/03/2006	TERMS OF SALE NET 30	SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID
BID OPENING DATE: 08/24/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: RON PRICE----- RFQ. NO.: DPS0702----- BID OPENING DATE: AUGUST 24, 2006----- BID OPENING TIME: 1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- FAX 304 265-1805 -----  CONTACT PERSON (PLEASE PRINT CLEARLY): ----- JON BELT -----  ***** THIS IS THE END OF RFQ DPS0702 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Jon Belt</i>	TELEPHONE 304 265-1805	DATE 8-18-06	
TITLE OWNER	FEIN 550-695-767	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## DPS 0702 BID SPECIFICATIONS / BID FORM

## Item # 1

.308 caliber rifle ammunition, Federal Brand, 168 grain, Match Ammunition.

**NO SUBSTITUTIONS WILL BE ACCEPTED.**

Estimated Usage: 8250 rounds = \$4,158<sup>00</sup>

Case Quantity: 500 rounds      Cost per case: \$ 252<sup>00</sup>  
(New ammunition, no brass exchange)

## Item # 2

.308 caliber rifle ammunition, Federal, Remington, Winchester, or equivalent Brand, 150 grain soft point ammunition.

Estimated Usage: 14080 rounds = \$6,645<sup>76</sup>

Case Quantity: 500 rounds      Cost per case: \$ 236<sup>00</sup>  
(New ammunition, no brass exchange) FEDERAL - 308A

## Item # 3

.223 caliber rifle ammunition, Federal Brand, 55 grain, soft point, (Mfg # 223A) or equal in Winchester, Remington or equivalent Brand.

Estimated Usage: 54340 rounds = \$16,954<sup>08</sup>

Case Quantity: 500 rounds      Cost per case: \$ 156<sup>00</sup>  
(New ammunition, no brass exchange) FEDERAL - T223A

## Item # 4

12 gauge shotgun shells, 00 buckshot, 2.75 inch shells, Winchester, Remington, Federal or equivalent Brand.

Estimated Usage: 2200 rounds = \$536<sup>80</sup>

Case Quantity: 250 rounds      Cost per case: \$ 61<sup>00</sup>  
(New ammunition, no brass exchange) FEDERAL - LE12700

## Item # 5

12 gauge shotgun slugs, 2.75 inch shells, Winchester, Remington, Federal or equivalent brand.

Estimated Usage: 40975 rounds = \$11,636<sup>90</sup>

Case Quantity: 250 rounds      Cost per case: \$ 71<sup>00</sup>  
(New ammunition, no brass exchange) FEDERAL - F127AS



Item # 6

12 gauge shotgun shells, number 7.5 or 8 bird shot, 2.75 inch shells, Winchester, Remington, Federal or equivalent brand. Low brass field loads are acceptable.

Estimated Usage: 26675 rounds = \$ 3,734.50

Case Quantity: 250 rounds  
(New ammunition, no brass exchange)

Cost per case: \$ 35.00

FEDERAL- H121 7 1/2

Grand Total \$ 43,666.04

**Bidder Information – Please type in information**

Name: MOUNTAINEER CUSTOM CARTRIDGE

Route 3 Box 199-A  
GRAFTON, WEST VIRGINIA 26354

Address: \_\_\_\_\_

Phone#: 304 265-1805

Fax#: 304 265-1805

Email: \_\_\_\_\_



Signature

8-18-06

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.

# 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 exceeds 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:**

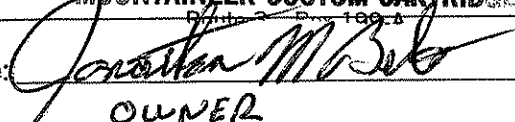
The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**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](http://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: MOUNTAINEER CUSTOM CARTRIDGE

Authorized Signature:  Date: 8-18-06  
OWNER  
JONATHAN M. BELT