



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
DPS1103

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32 304-558-2544

VENDOR

*615122838 800-206-9572
 AURORA TACTICAL
 2270 WORTH LANE STE A

 SPRINGDALE AR 72764

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
08/25/2010				

BID OPENING DATE: 09/14/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-86		
				RECEIVED 200 SEP 13 A 11:21 PURCHASING DIVISION STATE OF WV		
MONOCULAR NIGHT VISION DEVICE & ACCESSORIES OPEN-END CONTRACT TO PROVIDE MONOCULAR NIGHT VISION DEVICE AND RELATED ACCESSORIES FOR THE WEST VIRGINIA STATE POLICE, PER THE ATTACHED SPECIFICATIONS AND BID FORM. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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. 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) ONE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Janya Burt</i>	479-751-8136	9/2/10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>Sr. Sales Rep</i>	71-0826116		

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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08/25/2010				

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	(1) YEAR PERIODS.					
	<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 TO 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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jamya Bell</i>	TELEPHONE 479-751-8136	DATE 9/2/10
TITLE Sr. Sales Rep	FEIN 71-0826116	ADDRESS CHANGES TO BE NOTED ABOVE

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



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08/25/2010				

BID OPENING DATE: **09/14/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>James Oelt</i>	479-751-8166	9/2/10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>Sr. Sales Rep.</i>	71-0826116		

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: JEAN JONES (32) RFQ. NO.: DPS1103 BID OPENING DATE: 9/14/2010 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 479-751-8085 CONTACT PERSON (PLEASE PRINT CLEARLY): TANYA PELT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tanya Pelt</i>	TELEPHONE 479-751-8136	DATE 9/2/10
TITLE Sr. Sales Rep.	FEIN 71-0826116	ADDRESS CHANGES TO BE NOTED ABOVE

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

Specifications for Monocular Night Vision Device

Multi purpose night vision monocular developed for a variety of ground-based nighttime operations. PVS-14, or equal is equipped with advanced Gen 3, or equal image intensifier tube with a variable gain control to achieve the highest quality image resolution for various light. The following specifications are the minimum acceptable requirements that shall be bid.

PVS-14, or equal features an active projected IR LED for short range illumination allowing such activities as map reading. The unit can be used while hand-held as a monocular, head-mounted as a single-eye goggle or weapon-mounted as a night scope.

Advantages are the variable gain control, Automatic brightness control, low battery and IR power indicators. The PVS-14, or equal is camera and video adaptable.

Magnification: 1X

Field of View: 40°

Objective Lens Focal Length, mm: 26

Objective Lens F number: 1.2

Min. Focusing Distance, cm: 25

Min. Focusing, in: 10

Eye Relief, mm: 25

Diopter Adjustment: -6 to +2

Battery: AA

Battery life, hrs: 40

Dimensions, mm: 114 x 57 x 50

Dimensions, in: 4.5 x 2.2 x 2

Weight, g: 391

Weight, oz.: 13.8

Operating Temperature: -50° to 50° C

Each kit to include the following:

Manual	Demist Shield
Pouch Strap	Cord
Batteries (2)	Lens Cap
Head Mount Adapter	Eye Guard
Sacrificial Window	Lens Paper

2. 44 each - PASGT, or equal Helmet Mount Kit for PVS-14, or equal Tactical Night Vision Monocular.

Allows direct attachment of the monocular to the helmet . Flips up/down and fore and aft adjustment. Includes mount and straps

Bid Form DPS 1103

DPS 1103				
Item #	Description	Estimated Quantity	Unit Price	Extended Price
1.	PVS 14 Generation 3 Tactical Night Vision Monocular plus kit to include: Manual, Pouch strap, Batteries (2), Head Mount Adapter, Demist Shield, Sacrificial Window, Cord, Lens Cap, Eye Guard, Lens Paper	44	\$ 2570.00	\$ 113,080.00
2.	Helmet Mount Assembly for above	44	\$ 160.00	\$ 7,040.00
Failure to use this form may result in disqualification.			Total	\$ 120,120.00
Bidder / Vendor Information:				
Name: <u>AURORA TACTICAL, LLC.</u>				
Address: <u>2270 WORTH LN., STE. A</u>				
<u>SPRINGDALE AR, 72764</u>				
Phone #: <u>479-751-8136</u>				
Email Address: <u>TANYA@AURORATACTICAL.COM</u>				
Contact Coordinator Information:				
Name: <u>TANYA PELT</u>				
Address: <u>2270 WORTH LN., STE. A</u>				
<u>SPRINGDALE AR, 72764</u>				
Phone #: <u>479-751-8136</u>				
Email Address: <u>TANYA@AURORATACTICAL.COM</u>				
*Quantities are estimated annual usage for bidding purposes and bidder's information.				

Total Price includes UPS ground shipping w/insurance
we are bidding:

ITT AN/PVS-14, Mil-Spec. 3rd Gen. Thin-film
Auto-gated! 64-72 lp/mm

RFQ No. DPS1103

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: AURORA TACTICAL, LLC.

Authorized Signature: Jamya Bell

Date: Sept 8th, 2010

State of Arkansas

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this ___ day of December, 20__.

My Commission expires July 1st, 2020.



AFFIX SEAL HERE

NOTARY PUBLIC Pierce Baker



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0001	1	LS		680-86		
<p>ADDENDUM #01</p> <p>THIS ADDENDUM IS ISSUED TO ADD ADDITIONAL SPECIFICATION REQUIREMENTS THAT MUST BE MET, PER THE ATTACHED DOCUMENTATION.</p> <p>NOTE: NO ADDITIONAL QUESTIONS WILL BE ACCEPTED OR ACKNOWLEDGED</p> <p>MONOCULAR NIGHT VISION DEVICE & ACCESSORIES</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Jamya Bell* TELEPHONE 479-751-8136 DATE 9/9/10
 TITLE Sr. Sales Rep. FEIN 71-0826116 ADDRESS CHANGES TO BE NOTED ABOVE

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About Aurora Tactical

How Does Night Vision Work?

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SUPPORT**

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- Suppressors
- Night Vision Monoculars
- Night Vision Goggles
- Night Vision Binoculars
- Night Vision Weapon Sights
- Thermal Weapon Sights
- Thermal Imaging Cameras/Scopes
- Infrared Lasers & Illuminators
- Night Vision Accessories
- Holographic & Day Optics
- A. R. M. S. Mounting Systems
- Tactical Equipment
- Gunsmithing Services

BESTSELLERS

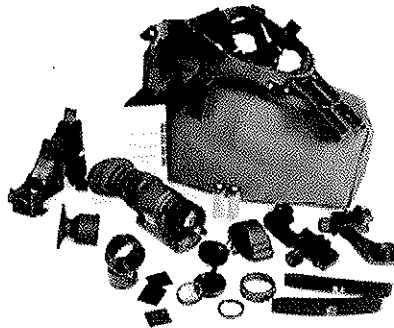
1. ITT Night Enforcer PVS-14 Monocular
2. PVS-14 3rd Gen. Night Vision Monocular (Commercial Grade)

MANUFACTURERS

- ITT
- Aurora Tactical, LLC
- NVS
- Night Optics USA, Inc.
- A. R. M. S.
- B. E. Meyers, Inc
- Aimpoint, Inc.

Aurora Tactical :: Night Vision Monoculars :: Full Mil-Spec Thin Filmed Pinnacle AN/PVS-14 Special Forces Kit(SFK)

Full Mil-Spec Thin Filmed Pinnacle AN/PVS-14 Special Forces Kit(SFK)



This AN/PVS-14 is designed for use by the operator in a variety of ground-based night operations, ranging from the extreme tactical to basic surveillance. It features the superior performance of the Gen 3 Pinnacle® image intensifier with manual gain control to optimize resolution in variable lighting conditions for better situational awareness.

11%

The AN/PVS-14 offers the user the most versatility of any night vision device available. The unit can be handheld for simple observation or head- or helmet-mounted for handsfree operations. The system can be weapon-mounted directly to any MIL-STD-1913 type rail system in conjunction with various optical or laser sighting systems. It can also be attached to various cameras for night time surveillance ops or gathering evidentiary data.

KIT INCLUDES:

- Single Battery Night Vision Monocular w/variable gain
- Headset
- Helmet Mount
- Swing Arm Adapter
- Demist Shield
- Combat Eyeguard
- IR Filter(DOD Only)
- Glo-Tape(DOD Only)
- Sacrificial Filter
- Weapons Mount
- AA Batteries
- Neckcord
- Shoulder Strap
- Manual
- Carry Pouch
- Shipping/ Storage Hard Case
- 5 year tube warranty, 3 year system warranty

PVS-14 Optional

- Accessories:**
- 5X Mil Spec Afocal Lens
 - Long Range IR Illuminator
 - Day Scope Adapter
 - Camera/Camcorder Adapter
 - Eotech 551 Day Sight
 - Eotech 552 Day Sight

SPECIFICATIONS:
Generation: 3 U.S. PINNACLE,
ITT(meets or exceeds



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NEWS

12-08-2010
Hello Everyone,

This month we would like to feature some of our precision manufactured suppressed weapons for Civilian, Law Enforcement and Military. Custom made firearms for operators that require the absolute highest performance in accuracy and noise and flash reduction

Shadow .308 Bolt Action Rifle w/AAI folding stock & suppressor

- The Shadow can be custom designed with barrel twist for sub or standard ammunition.

Suppressed High Standard Pistol

- Exposed hammer with the original blowback block action allows for an excellent host,