



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

Original
 Solicitation

SI07/L1/L

NUMBER
 COR61618

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

VENDOR

*828114710 609-859-1997
 GUN SHOP
 60 D MAIN ST
 VINCENTOWN NJ 08088-8870

SHIP TO

DIVISION OF CORRECTIONS
 1409 GREENBRIER ST
 CHARLESTON, WV
 25311 304-558-8045

DATE PRINTED
 07/10/2013

BID OPENING DATE: 07/31/2013

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-04		126,343 ⁹¹
FIREARM AMMUNITION OPEN-END CONTRACT THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO PROVIDE FIREARM AMMUNITION FOR THE WV DIVISION OF CORRECTIONS, PER THE ATTACHED SPECIFICATIONS. ATTACHMENT INCLUDE: 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. COR61618 SPECIFICATIONS 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. RESIDENT VENDOR PREFERENCE (RVP) FORM ***** THIS IS THE END OF RFQ COR61618 ***** TOTAL: 126,343 ⁹¹						

07/31/13 09:38:34 AM
 West Virginia Purchasing Division

SIGNATURE *[Signature]* TELEPHONE 609-859-1997 DATE 7/30/2013
 TITLE President FEIN 22-2167890
 ADDRESS CHANGES TO BE NOTED ABOVE

- 7.3 **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.
- 7.4 **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: Paula Leddy
 Telephone Number: 609-859-1997
 Fax Number: 609-859-3099
 Email Address: info@policeusa.com

Note on required delivery time:

Neither Federal nor Spec will offer any guarantee for any delivery time. Both factories ESTIMATE delivery time as 30 to 360 days ARO. Therefore, due to manufacturer inability to guarantee delivery time the requirement for delivery 90 days ARO CANNOT be promised by ANY Vendor.

Further neither Federal nor Spec will allow vendors to stock their warehouses at contract prices making it impossible for ANY vendor to have stock on hand to cover contract orders. Jerry Peterson

REQUEST FOR QUOTATION
COR61618 Open-End Ammunition

Pricing Pages - COR61618
EXHIBIT B

000025

Item #	Description	Manufacturer Name	Model Name	Unit of Measure	*Estimated Annual Quantity	Unit Price	Extended Price
1.	.40 caliber pistol ammunition, 180 grain, Speer brand, Gold Dot Hollow Point or equal, brass or nickel casing. Brass or nickel casing. New ammunition, No brass exchange	Speer	180grain Gold Dot Hollowpoint 53962	Case of 1000 Rounds	1,000	\$ 316 ⁷⁹	\$ 316 ⁷⁹
2.	.40 caliber pistol ammunition, 180 grain, Speer brand TMJ practice round or equal, non-dean fire load, must be companion round (same ballistics) to item #1, Brass or nickel casing New ammunition, No brass exchange	Speer	180grain TMJ Lanner 53652	Case of 1000 Rounds	1,000	\$ 224 ⁷¹	\$ 224 ⁷¹
2A.	.40 caliber pistol ammunition, 180 grain, Speer, TMJ practice round or equal non clean fire load, must be companion round (same ballistics) to item #2. ALUMINUM CASE Instead of brass or nickel	Speer	180gr TMJ Blazer Aluminum 3591	Case of 1000 Rounds	1,000	\$ 214 ⁰⁰	\$ 214 ⁰⁰

REQUEST FOR QUOTATION
COR61618 Open-End Ammunition

000025

3.	9mm caliber pistol ammunition, 124 grain, Speer brand Gold Dot Hollow Point or equal, must be brass or nickel casing New ammunition, No brass exchange	Speer	124 gr Gold Dot Hollow Point 53618	Case of 1000 Rounds	1,000	\$ 299 ⁶⁰	\$ 299 ⁶⁰
4.	9mm caliber pistol ammunition, 124 grain Speer brand or equal TMJ practice round non-clean fire load must be companion round (same ballistics) to items #3 above. Brass or nickel casing New ammunition, No brass exchange	Speer	124 gr TMJ Lawner 53651	Case of 1000 Rounds	3,000	\$ 187 ²⁵	\$ 561 ⁷⁵
4A.	9mm caliber pistol ammunition, 124 grain, Speer brand or equal TMJ practice round, non-clean fire load, must be companion round (same ballistics) to item #3 above with the exception of ALUMINUM CASE Instead of brass or nickel	Speer	124 gr TMJ Blazer Aluminum 3578	Case of 1000 Rounds	1,000	\$ 181 ⁹⁰	\$ 181 ⁹⁰
5.	.45 ACP caliber pistol ammunition 230 grain, Speer brand Gold Dot Hollow Point or equal, brass or nickel casing New ammunition, No brass exchange	Speer	230 gr Gold Dot Hollow Point 53966	Case of 14,000 Rounds	14,000	\$ 347 ²⁵	\$ 4868 ⁵⁰

REQUEST FOR QUOTATION
COR61618 Open-End Ammunition

6.	.45 ACP caliber pistol ammunition, 230 grain, Speer brand TMJ practice round Or equal, non-clean fire load must be companion round (same ballistics) to item #6. Brass or nickel casing New ammunition, No brass exchange	Speer	230gr TMJ Lowma 53653	Case of 1000 Rounds	233,000	\$ 246 ¹⁰	\$ 57,341 ³⁰
7.	.45 ACP caliber pistol ammunition, 230 grain, Speer brand TMJ practice round or equal, non-clean fire load must be companion round (same ballistics) to item #6. ALUMINUM CASE instead of brass or nickel	Speer	230 gr TMJ Blazer Aluminum 3570	Case of 1000 Rounds	1,000	\$ 240 ⁷⁵	\$ 240 ⁷⁵
8.	.308 caliber rifle ammunition, Federal Gold Medal Match 168 grain boat tail hollow point ammunition or equal. *Vendors submitting bids on this ammunition that desire to provide ammunition other than Federal brand must provide documentation as to any firing test that has been performed on this ammunition,	Federal	308 Gold Medal Match 168 grain GM 308M - 500	Case of 500 Rounds	20,000	\$ 353 ¹⁰	\$ 14,124 ⁰⁰

REQUEST FOR QUOTATION
COR61618 Open-End Ammunition

9.	.308 caliber rifle ammunition, Federal, Remington, Winchester brand or equal, 150 grain soft point ammunition, No brass exchange	Note: For the exact Federal round specified	Item #8	we are bidding		
10.	.223 caliber rifle ammunition, Federal brand, 55 grain, soft point (Mfg. #223A), Winchester, Remington or equal New ammunition, No brass exchange	Federal	Case of 200 Rounds	5,000	\$170 ¹³ per case	\$4253 ²⁵
11.	.223 caliber rifle ammunition, Federal brand, 55 grain, FMJ, Winchester, Remington or equal New ammunition, No brass exchange	Federal	Case of 500 Rounds	73,000	\$171 ²⁰ per case	\$5243 ⁷⁰
12.	12 gauge shot shells, 00 buckshot, 2.75 inch shells, Winchester, Federal or equal New ammunition, No brass exchange	Federal	Case of 250 Rounds	18,000	108 ⁰⁹ per case	24,995 ²⁰

REQUEST FOR QUOTATION
COR61618 Open-End Ammunition

13.	12 gauge shotgun shells slugs, 2.75 inch shells, Winchester, Remington, federal or equal New ammunition, No	Federal	12 gauge slug 2.75 LE127-RS	Case of 250 Rounds	11,000	112 ⁰⁰ per case \$	4943 ⁴⁰
14.	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.. New Ammunition, No brass exchange	Federal	12 gauge shotshell 2.75" #8 shot T11600	Case of 250 Rounds	2,000	\$94 ¹⁶ per case \$ 250	753 ²⁸ g.p

Failure to use this form may result in disqualification.

TOTAL COST: 126,343⁹¹

Bidder/Vendor Information:

Name: George J. Petronis Enterprises, Inc

Address: t/a The Gun Shop
60 Main St # D, Vincenton, N J, 08088

Phone and Fax Nos. 609-859-1997 609-859-3099

Email Address: info@policeammo.com

Authorized Signature: George Petronis George Petronis

State of West Virginia

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 Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident 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; 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 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% resident 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% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident 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% resident 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% resident 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) reject the bid; 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.

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.

Bidder: George J. Petro, E.F., Jr. & Theodor Eg

Signed: [Signature]

Date: 7/30/2013

Title: President

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: George J. Petrognis Enterprises Inc +/a The Gun Shop

Authorized Signature: [Signature] Date: 7/30/2013

State of New Jersey

County of Burlington, to-wit:

Taken, subscribed, and sworn to before me this 30th day of July, 2013.

My Commission expires _____
BETTY L. WRIGHT
NOTARY PUBLIC, 20____.

AFFIX SEAL HERE

My Commission Expires May 20, 2017
NOTARY PUBLIC

BETTY L. WRIGHT
NOTARY PUBLIC
NEW JERSEY

My Commission Expires May 20, 2017

[Signature]
Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

George J. Petronis Enterprises, Inc
t/a The Gun Shop
(Company)

George Petronis
(Authorized Signature)

George Petronis, President
(Representative Name, Title)

609-859-1997 609-859-3099
(Phone Number) (Fax Number)

7/30/2013
(Date)