



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

Solicitation

NUMBER
DPS1414

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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Atlantic Tactical
 763 Corporate Circle
 New Cumberland, PA 17070

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WEST VIRGINIA STATE POLICE

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

DATE PRINTED
10/29/2013

BID OPENING DATE: 11/21/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-04		412,898. ⁰⁴
<p>AMMUNITION</p> <p>11/19/13 09:33:22AM West Virginia Purchasing Division</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE AMMUNITION FOR TRAINING PURPOSES FOR THE WV STATE POLICE, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENT INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS. 2. GENERAL TERMS AND CONDITIONS. 3. DPS1414 SPECIFICATIONS. 4. CERTIFICATION AND SIGNATURE PAGE. 5. PURCHASING AFFIDAVIT. 6. RESIDENT VENDOR PREFERENCE (RVP) FORM. <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p>						

SIGNATURE 	TELEPHONE 717-774-3339	DATE 11/18/13
TITLE President	FEIN 23-2082171	ADDRESS CHANGES TO BE NOTED ABOVE

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

7.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchases 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: Jim Skeraway
Telephone Number: 717-774-3339
Fax Number: 717-774-4463
Email Address: jskeraway@ATAAC TAENCA.COM

DPS 1414-Pricing Pages

Winchester

✓
 Q4238
 RA9134N
 X3575P
 Q4170
 Q4309
 X3085
 RA2232
 USA22321
 RA12R515
 RA12R515
 XU127
 X22LR
 X45654P
 Q4200

Item #	Description	*Estimated Annual Quantity	Unit Price	Extended Price
3.2.1	.40 caliber, 180 grain TMJ, Federal, Remington, Speer or Winchester or equal, Non clean fire load, Brass or nickel casing	100,000 rounds	\$ 237.94	\$ 23,794
3.2.2	9mm 124 grain TMJ, Federal, Remington, Speer, Winchester or equal, Non-clean fire load. Brass or nickel casing	55,000 rounds	\$ 206.64	\$ 11,365.20
3.2.3	.357 magnum 158 grain TMJ, Federal, Remington, Speer, Winchester or equal. Non-clean fire load. Brass or nickel casing	1,000 rounds	\$ 398.52	\$ 398.52
3.2.4	.45 ACP caliber 230 grain TMJ, Federal, Remington, Speer, Winchester or equal. Non-clean fire load. Brass or nickel casing	300,000 rounds	\$ 267.50	\$ 80,250
3.2.5	.357 Sig caliber 125 grain TMJ, Federal, Remington, Speer, Winchester or equal. Non-clean fire load. Brass or nickel casing	5,000 rounds	\$ 354.14	\$ 1,770.70
3.2.6	.308 caliber rifle ammunition, Federal, Remington, Speer, Winchester brand or equal. 150 grain soft point	15,000 rounds	\$ 786.80	\$ 11,802
3.2.7	.223 caliber rifle ammunition, Federal, Remington, Speer, Winchester, 55 grain, soft point (Mfg #223A) or equal	300,000 rounds	\$ 485.56	\$ 145,668
3.2.8	.223 caliber rifle rifle ammunition, Federal, Remington, Speer, Winchester, 55 grain, FMJ or equal	300,000 rounds	\$ 351.98	\$ 105,594
3.2.9	12 gauge shot shells, 00 buckshot, 2.75 inch shells, Winchester, Remington, Federal or equal brand with flight control wadding	2,000 rounds	\$ 508.66	\$ 1,017.32
3.2.10	12 gauge shotgun slugs, 2.75 inch shells, Winchester, Remington, Federal or equal	40,000 rounds	\$ 468.20	\$ 18,728
3.2.11	12 gauge shotgun shells, number 7.5 or 8 bird shot, 2.75 inch shells, Winchester, Remington, Federal or equal. Low brass field loads are acceptable.	20,000 rounds	\$ 263.52	\$ 5,270.40
3.2.12	.22 caliber long rifle, 40 grain soft, Federal, Remington, Speer, Winchester soft point or equal. Brass or nickel casing	10,000 rounds	\$ 366.61	\$ 3,666.10
3.2.13	.45 GAP caliber ammunition 185 grain TMJ, Federal, Remington, Speer, Winchester or equal. Non-clean fire load. Brass or nickel casing.	10,000 rounds	\$ 437.64	\$ 4,376.40
3.2.14	.380 caliber ammunition 95 grain TMJ, Federal, Remington, Speer, Winchester or equal. Non-clean fire load. Brass or nickel casing.	10,000 rounds	\$ 249.74	\$ 2,497.40


Failure to use this form may result in disqualification.
 *Quantities are estimated annual usage for bidding purposes and bidder's information.
Total Cost: \$ 412,898

Vendor Information:
 Name: ATLANTA TACTICAL INC
 Address: 7103 CORPORATE CIRCLE
New Cumberland Pca 17070
 Phone and Fax Nos.: 717-774-3339 / 717-774-4463
 Email Address: JSK@ATLANTA.TACTICAL.COM

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.

ATRAUTIC TACTICAL INC
(Company)


(Authorized Signature)

Sean M. Conville / President
(Representative Name, Title)

707-774-3339 707-774-4463
(Phone Number) (Fax Number)

4/18/13
(Date)

RFQ No. DPS1414

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: ADALTE TACTICAL LLC

Authorized Signature: [Signature] Date: 11/18/13

State of Pa

County of York, to-wit:

Taken, subscribed, and sworn to before me this 18th day of November, 2013.

My Commission expires 4/5/17, 20 .

AFFIX SEAL HERE

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

