



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

*810125207 276-647-4161

VENDOR

TOWN POLICE SUPPLY
 PO BOX 417
 3985 VIRGINIA AVE
 COLLINSVILLE VA 24078

SHIP TO

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		
<p>AMMUNITION</p> <p style="text-align: right;">11/26/13 09:47:15AM 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	DATE
	1-800-752-5580	11-25-2013
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	54-1273247	

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

REQUEST FOR QUOTATION
DPS1414 – Training ammunition

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Police to establish an open end contract for the purchase of ammunition for training purposes.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Item” or “Contract Items” means the list of items identified in Section 3, Subsection 1 below.

2.2 “Pricing Pages” means the schedule of prices, estimated order quantity and totals attached hereto as Exhibit A and used to evaluate the RFQ.

2.3 “RFQ” means the official RFQ published by the Purchasing Division and identified as DPS 1414.

3. **GENERAL REQUIREMENTS**

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the contract items listed below on an open-end and continuing basis. Contract items must meet or exceed the mandatory requirements as shown below

3.1.1 Vendors submitting bids for the ammunition should provide in addition to their bid documentation showing what type of test that has been performed with this ammunition, as well as a list of law enforcement agencies currently utilizing said ammunition. Vendors not submitting the requested documentation shall have seven (7) calendar days to submit upon request.

3.1.2 Vendors, at the request of the State Purchasing Division buyer, must be prepared to provide ammunition to personnel of the West Virginia State Police for the purpose of a “shoot” test on a date and location chosen by West Virginia State Police personnel. Vendors may be present for this shoot test. Any vendor unable to or failing to abide by this request may be eliminated from any further consideration in this bid process.

3.1.3 Ammunition must be manufactured in the United States.

3.1.4 Orders will be placed in “Case” quantities only.

3.2 Contract Items - Ammunition

3.2.1 .40 caliber, 180 grain, TMJ, Federal, Remington, Speer or Winchester, or equal, Non-clean fire load. Brass or nickel casing.

Estimated Usage: 100,000 rounds
(New ammunition, NO brass exchange)

3.2.2 9mm caliber 124 grain TMJ, Federal, Remington, Speer or Winchester or equal. Non-clean fire load. Brass or nickel casing.

Estimated Usage: 55,000 rounds
(New ammunition, NO brass exchange)

3.2.3 .357 magnum 158 grain TMJ, Federal, Remington, Speer or Winchester or equal. Non-clean fire load. Brass or nickel casing.

Estimated Usage: 1,000 rounds
(New ammunition, NO brass exchange)

3.2.4 .45 ACP caliber 230 grain TMJ, Federal, Remington, Speer or Winchester or equal. Non-clean fire load. Brass or nickel casing..

Estimated Usage: 300,000 rounds
(New ammunition, NO brass exchange)

3.2.5 .357 Sig caliber 125 grain TMJ, Federal, Remington, Speer or Winchester or equal. Non-clean fire load. Brass or nickel casing..

Estimated Usage: 5,000 rounds
(New ammunition, NO brass exchange)

3.2.6 .308 caliber ammunition, Federal, Remington, Speer, Winchester brand or equal. 150 grain soft point

Estimated Usage: 15,000 rounds
(New ammunition, NO brass exchange)

3.2.7 .223 caliber rifle ammunition, Federal, Remington, Speer or Winchester, 55 grain, soft point (Mfg # 223A) or equal

Estimated Usage: 300,000 rounds
(New ammunition, NO brass exchange)

- 3.2.8 .223 caliber rifle ammunition, Federal, Remington, Speer or Winchester, 55 grain, FMJ or equal
- Estimated Usage: 300,000 rounds
(New ammunition, aluminum case)
- 3.2.9 12 gauge shot shells, 00 buckshot, 2.75 inch shells, Winchester, Remington, Federal or equal, with flight control wadding.
- Estimated Usage: 2,000 rounds
(New ammunition, NO brass exchange)
- 3.2.10 12 gauge shotgun slugs, 2.75 inch shells, Winchester, Remington, Federal or equal brand
- Estimated Usage: 40,000 rounds
(New ammunition, NO brass exchange)
- 3.2.11 12 gauge shotgun shells, number 7.5 or 8 bird shot, 2.75 inch shells, Winchester, Remington, Federal or equal brand. Low brass field loads are acceptable.
- Estimated Usage: 20,000 rounds
(New ammunition, NO brass exchange)
- 3.2.12 .22 caliber long rifle, 40 grain soft, Federal, Remington, Speer or Winchester soft point or equal. Brass or nickel casing
- Estimated Usage: 10,000 rounds
(New ammunition, NO brass exchange)
- 3.2.13 .45 GAP caliber ammunition 185 grain TMJ, Federal, Remington, Speer or Winchester or equal. Non-Clean fire load. Brass or nickel casing.
- Estimated Usage: 10,000 rounds
(New ammunition, NO brass exchange)
- 3.2.14 .380 caliber ammunition 95 grain TMJ, Federal, Remington, Speer or Winchester or equal. Non-clean fire load. Brass or nickel casing.
- Estimated Usage: 10,000 rounds
(New ammunition, NO brass exchange)

4. CONTRACT AWARD

- 4.1 Contract Award – The contract shall be awarded to the Vendor that provided the desired items meeting the required specifications for the lowest overall total cost as shown on the pricing pages. The intention is to award one contract, however, if judged to be in the best interest of the State of West Virginia, the award may be split.

4.2 Pricing Pages – Vendors should complete the pricing page by filling in the unit cost and the total cost and the vendor information. Vendor should complete the pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The pricing pages contain a list of the Contract items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the pricing page to prevent errors in the evaluation.

5. ORDERING AND PAYMENT

5.1 Ordering – Vendor shall accept orders by regular mail, facsimile, e-mail or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the Agency may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the prices originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment – Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN

6.1 Delivery Time – Delivery must be made within Forty Five (45) days and guaranteed after the receipt of the order by the vendor. If prospective vendors cannot submit a realistic quotation based upon this requirement, it is requested that they specify an alternative.

6.2 Late Delivery – The Agency placing the order under this contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order and/or obtaining the items ordered from a third party. Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

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: MARK Tosh
Telephone Number: 1-800-752-5580
Fax Number: 1-276-647-4812
Email Address: mtosh@townpolice.com

DPS 1414-Pricing Pages

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	Remington 100,000 rounds L40SW3	\$ 266.80	\$ 26,680.00
3.2.2	9mm 124 grain TMJ, Federal, Remington, Speer, Winchester or equal, Non-clean fire load. Brass or nickel casing	Remington 55,000 rounds L9MM2	\$ 254.64	\$ 14,005.70
3.2.3	.357 magnum 158 grain TMJ, Federal, Remington, Speer, Winchester or equal. Non-clean fire load. Brass or nickel casing	Remington 1,000 rounds RTP 357M3	\$ 300.58	\$ 300.58
3.2.4	.45 ACP caliber 230 grain TMJ, Federal, Remington, Speer, Winchester or equal. Non-clean fire load. Brass or nickel casing	Remington 300,000 rounds L45ACP4	\$ 291.54	\$ 87,462.00
3.2.5	.357 Sig caliber 125 grain TMJ, Federal, Remington, Speer, Winchester or equal. Non-clean fire load. Brass or nickel casing	Remington 5,000 rounds L35751	\$ 273.42	\$ 1,367.10
3.2.6	.308 caliber rifle ammunition, Federal, Remington, Speer, Winchester brand or equal. 150 grain soft point	Remington 15,000 rounds R308W	\$ 587.60	\$ 8,814.00
3.2.7	.223 caliber rifle ammunition, Federal, Remington, Speer, Winchester, 55 grain, soft point (Mfg #223A) or equal	Remington 300,000 rounds R223R1	\$ 378.55	\$ 113,565.00
3.2.8	.223 caliber rifle rifle ammunition, Federal, Remington, Speer, Winchester, 55 grain, FMJ or equal	Remington 300,000 rounds L223R3	\$ 316.40	\$ 94,920.00
3.2.9	12 gauge shot shells, 00 buckshot, 2.75 inch shells, Winchester, Remington, Federal or equal brand with flight control wadding	Remington 2,000 rounds B 12000	\$ 449.82	\$ 899.64
3.2.10	12 gauge shotgun slugs, 2.75 inch shells, Winchester, Remington, Federal or equal	Remington 40,000 rounds SP12R5R	\$ 462.00	\$ 18,480.00
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.	Remington 20,000 rounds 6L127	\$ 293.80	\$ 5,876.00
3.2.12	.22 caliber long rifle, 40 grain soft, Federal, Remington, Speer, Winchester soft point or equal. Brass or nickel casing	Remington 10,000 rounds #1522	\$ 40.25 per 1,000	\$ 402.50
3.2.13	.45 GAP caliber ammunition 185 grain TMJ, Federal, Remington, Speer, Winchester or equal. Non-clean fire load. Brass or nickel casing.	Remington 10,000 rounds L45GAP4	\$ 292.67	\$ 2,926.70
3.2.14	.380 caliber ammunition 95 grain TMJ, Federal, Remington, Speer, Winchester or equal. Non-clean fire load. Brass or nickel casing.	Remington 10,000 rounds L380AP	\$ 240.00	\$ 2,400.00
<p>Failure to use this form may result in disqualification.</p> <p>*Quantities are estimated annual usage for bidding purposes and bidder's information.</p>			Total Cost:	\$ 378,172.72
<p>Vendor Information:</p> <p>Name: <u>Town Police Supply / Div. Town Gun Shop, Inc.</u></p> <p>Address: <u>PO. Box 417 / 3985 Virginia Ave</u> <u>Collinsville, VA 24073</u></p> <p>Phone and Fax Nos.: <u>(800) 752-5580 fax (276) 647-4812</u></p> <p>Email Address: <u>mtashco@townpolice.com</u></p>				



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

WV PURCHASING ACA SECT Fax 304-558-4115

Nov 15 2013 05:02pm P002/013

DPS1414 1

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

RFQ COPY
TYPE NAME/ADDRESS HERE
VENDOR

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

DATE PRINTED
11/14/2013

BID OPENING DATE: 11/26/2013 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-04		
ADDENDUM NO. 1 SEE ATTACHED PAGES. END OF ADDENDUM NO. 1 AMMUNITION						
***** THIS IS THE END OF RFQ						DPS1414 ***** TOTAL: <u>378,172.72</u>

SIGNATURE *[Signature]* TELEPHONE (800) 752-5580 DATE 11/25/13
 TITLE President FEIN 54-1273247 ADDRESS CHANGES TO BE NOTED ABOVE

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

000002

SOLICITATION NUMBER: DPS1414
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as DPS1414 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. Responses to vendor questions attached.
2. The bid opening has moved from 11/21/2013 to 11/26/2013. The bid opening time remains at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

000003

ATTACHMENT A**Questions:**

- Q1: This contract is for 1 year, with the option of up to 2 one year renewals. Can you please let us know what the procedure is for price increase / decrease for the renewal years of this contract?
- A1: See Section 6, Pricing, under the General Terms and Conditions.
- Q2: Also if there cannot be an agreement on a price increase / decrease for the renewal years, is there an option to terminate the contract?
- A2: After the first year of the contract, the successful vendor has the option to renew or not renew the contract for the remaining one-year renewals.
- Q3: 3.2.3, .357 Magnum 158 grain TMJ, Federal and CCI Speer do not produce a .357 Magnum in 158 grain TMJ, they produce a 158 grain JHP and JSP, would this be acceptable?
- A3: The .357 JHP or JSP would be acceptable.
- Q4: 3.2.9, 12 gauge shot shell, 00 buck shot, would you be able to clarify if a 8 pellet or a 9 pellet load is needed?
- A4: Both 8 or 9 pellets for the buckshot is acceptable as long as it is flight controlled.
- Q5: 3.2.10, 12 gauge shotgun slugs, would you be able to clarify if a full power or reduced recoil load is needed?
- A5: Full power. The reduced coil load is not acceptable.
- Q6: 3.2.12, 22 caliber long rifle, would you be able to clarify, your description says "soft" but can you clarify if a copper plated or non copper plated bullet is needed? Also can you confirm that this is a lead solid that is needed?
- A6: Non-copper plated bullets needed. Solid lead is needed.


Other Information:

1. No additional questions will be accepted on this RFQ.
2. The bid opening has moved from 11/21/2013 to 11/26/2013. The bid opening time remains at 1:30 pm.

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.

Town Police Supply / Div. Town Gun Shop, Inc.
(Company)


(Authorized Signature)

Mark C. Tosi President
(Representative Name, Title)

(800) 752-5580 / Fax (276) 647-4812
(Phone Number) (Fax Number)

11/25/13
(Date)

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: Town Police Supply

Signed: _____

Date: _____

Title: _____

RFQ No. _____

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 exceed 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: Town Police Supply
Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

000004

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS1414

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

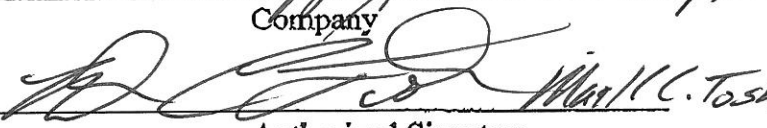
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Town Blice Supply/Div. Town Gun Shop, Inc.
Company


Authorized Signature

11/25/13
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.