



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

# Solicitation

NUMBER
DPS1415

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Atlantic Tactical  
 763 Corporate Circle  
 New Cumberland, PA 17070

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		9346.09
<p>AMMUNITION</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE DUTY AMMUNITION FOR THE WEST VIRGINIA STATE POLICE, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENT INCLUDE:</p> <ol style="list-style-type: none"> <li>1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS.</li> <li>2. GENERAL TERMS AND CONDITIONS.</li> <li>3. DPS1415 SPECIFICATIONS.</li> <li>4. CERTIFICATION AND SIGNATURE PAGE.</li> <li>5. PURCHASING AFFIDAVIT.</li> <li>6. RESIDENT VENDOR PREFERENCE (RVP) FORM.</li> </ol> <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>						

11/26/13 09:47:42AM  
 West Virginia Purchasing Division

SIGNATURE	TELEPHONE	DATE
	717-774-3339	11/15/13
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	33-2082171	

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

Request for Quotation  
DPS1415 – Duty Ammunition

---

be the lower of the Vendor's customary restocking fee of 5% of the total invoiced value of the returned items.

## 7. MISCELLANEOUS

- 7.1 No substitutions – Vendor shall supply only desired items submitted in response to the RFQ. Vendor shall not supply substitute items without approval.
- 7.2 Vendor Supply – Vendor must carry sufficient inventory of the desired items being offered to fulfill its obligation under this contract. By signing its bid, the Vendor certifies that it can supply the desired items contained in its bid response.
- 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: Jill Skermer  
 Telephone Number: 717-774-3339  
 Fax Number: 717-774-4443  
 Email Address: Jskermer@ARZAMUNITION.COM

## DPS 1415 – Pricing Page

winchester  
↓  
RA45B  
  
RA38B

Item #	Description	*Estimated Annual Quantity	Unit Price	Extended Price
3.2.1	.45 ACP caliber pistol ammunition, 230 grain, Speer brand Gold Dot Hollow Point bullet or equal. Brass or nickel casing	17,000 rounds	\$ 431.67	\$ 7338.39
3.2.2	.38 Special +P caliber ammunition, 125 grain, Speer brand, Gold Dot Hollow Point bullet or equal. Brass or nickel casing.	5,000 rounds	\$ 401.54	\$ 2007.70
<b>Failure to use this form may result in disqualification.</b>			<b>Total Cost:</b>	<b>\$ 9346.09</b>
<p><b>Bidder / Vendor Information:</b></p> <p>Name: <u>ATLANTIC TACTICAL INC</u></p> <p>Address: <u>703 Corporate Circle</u> <u>New Cumberland Pa 17070</u></p> <p>Phone #: <u>717-774-3339</u></p> <p>Email Address: <u>JSKendway@ATLANTICTACTICAL.COM</u></p>				
<p><b>Contact Coordinator Information:</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>Phone #: _____</p> <p>Email Address: _____</p>				
<p>*Quantities are estimated annual usage for bidding purposes and bidder's information.</p>				

RFQ No. DPS1415

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: ADAMIC MEDICAL INC

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

State of Pa

County of York, to-wit:

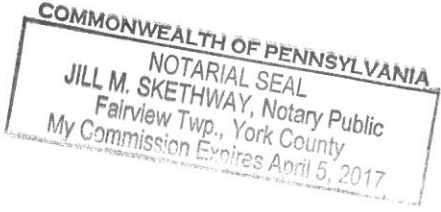
Taken, subscribed, and sworn to before me this 18<sup>th</sup> day of November, 2013

My Commission expires 4/5/17, 20    .

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[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.

ATLANTIC MEDICAL INC  
(Company)

  
(Authorized Signature)

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

717-774-3339 / 717-774-4463  
(Phone Number) (Fax Number)

11/18/13  
(Date)