

Solicitation Response(SR) Dept: 0310 ID: ESR07252200000000341 Ver.: 1 Function: New Phase: Final

Modified by batch , 07/28/2022

Header  1

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1072500	SO Doc Code: ARFQ
Procurement Type: Agency Master Agreement	SO Dept: 0310
Vendor ID: VS0000001326	SO Doc ID: DNR2300000001
Legal Name: KIESLER POLICE SUPPLY INC	Published Date: 7/12/22
Alias/DBA:	Close Date: 7/28/22
Total Bid: \$137,858.08	Close Time: 13:30
Response Date: 07/25/2022	Status: Closed
Response Time: 14:58	Solicitation Description: DNR Open-End Ammunition Contract
Responded By User ID: VC0000002820	Total of Header Attachments: 1
First Name: Brittany	Total of All Attachments: 1
Last Name: Girdler	
Email: bids@kiesler.com	
Phone: 18122885740	



State of West Virginia
Agency Request for Quote
Public Safety

Proc Folder: 1072500			Reason for Modification:
Doc Description: DNR Open-End Ammunition Contract			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-07-12	2022-07-28 13:30	ARFQ 0310 DNR2300000001	1

BID RECEIVING LOCATION

BID RESPONSE
 DIVISION OF NATURAL RESOURCES
 PROPERTY & PROCUREMENT OFFICE
 324 4TH AVE
 SOUTH CHARLESTON WV 25303-1228
 US

VENDOR

Vendor Customer Code:
 Vendor Name: *Kiesler Police Supply Inc.*
 Address: *2802*
 Street: *Sable Mill Road*
 City: *Jeffersonville*
 State: *Indiana* Country: *USA* Zip: *47130*
 Principal Contact: *Brittany A.L. Girdler*
 Vendor Contact Phone: *812-288-5740* Extension: *1164*

FOR INFORMATION CONTACT THE BUYER
 James H Adkins
 (304) 558-3397
 jamie.h.adkins@wv.gov

Vendor Signature X *Brittany A.L. Girdler* FEIN# *35-1361847* DATE *7/25/2022*
 All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Division of Natural Resources (WVDNR) is soliciting bids on behalf of WVDNR Law Enforcement to establish an Open-End contract for ammunition per the bid requirements, specifications and terms and conditions that are apart of this solicitation and attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 4TH AVE SOUTH CHARLESTON WV US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1 .45 ACP caliber pistol round	26000.00000	EA	0.45064	\$11,716.64

Comm Code	Manufacturer	Specification	Model #
46101600	Federal	45ACP HST 230GR Jacketed Hollow Point	P45HST2

Extended Description: .45 ACP caliber pistol ammunition, 230 grain, Federal P45HST2, or Equal \$450.64 per case of 1000 rds

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.2 .45 ACP caliber pistol round	204000.00000	EA	0.36575	\$74,613.00

Comm Code	Manufacturer	Specification	Model #
46101600	Speer Lawman	45Auto 230grain Total Metal Jacket Round Nose	53653

Extended Description: .45 ACP caliber pistol ammunition, 230 grain, Speer Lawman Brand TMJ practice round, Load Number 53653, or Equal \$365.75 per case of 1000 rds

INVOICE TO	SHIP TO
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DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT SECTION 324 4TH AVE SOUTH CHARLESTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.3 .223 caliber rifle round	54000.00000	EA	0.58478	\$31,578.12

Comm Code	Manufacturer	Specification	Model #
46101600	Federal	Tactical Tru 223 Rem 55gr Hi-Shok Soft point	T223A

Extended Description:
 .223 caliber rifle ammunition, Federal brand, 55 grain, soft point Manufacturer #T223A, or Equal \$292.39 per case of 500 rds

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.4 .223 caliber rifle round	36000.00000	EA	0.43806	\$15,770.16

Comm Code	Manufacturer	Specification	Model #
46101600	Federal American Eagle	223REM 55grain Full Metal Jacket Boattail	AE223

Extended Description:
 .223 caliber rifle ammunition, Federal brand, 55 grain, FMJ Boat-Tail, Load Number AE223, or Equal \$219.03 per case of 500 rds

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.5 12 gauge shotgun shell round	1800.00000	EA	0.6634	\$1,194.12

Comm Code	Manufacturer	Specification	Model #
46101600	Federal	12GA HI Power 00 Buck	LE12700

Extended Description:
12 gauge shotgun shells ammunition, 00 buckshot, 2.75 inch shells - Federal load Number LE127 00, or Equal \$165.85 per case of 250 rounds

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.1.6 12 gauge shotgun shell round	3000.00000	EA	0.6816	\$2,044.80

Comm Code	Manufacturer	Specification	Model #
46101600	Federal	Tactical Truball 12ga 2 3/4 slug	LEB127RS

Extended Description:
12 gauge shotgun shell rifled slugs ammunition, 2.75 inch shells - Federal Load Number LEB127 RS or Equal \$170.40 per case of 250 rds

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.1.7 12 gauge shotgun shell round	25.00000	EA	0.32928	\$ 8.232

Comm Code	Manufacturer	Specification	Model #
46101600	Federal	12 ga target Load 7.5 shot	TGL 12/7.5

Extended Description:

12 gauge shotgun shells ammunition, number 7.5 or 8 bird shot, 2.75 inch shells - Federal load Number TGL12-7.5, or Equal (Low brass field loads are acceptable.)
\$ 82.32 per case of 250rds

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	3.1.8 .308 caliber rifle round	20.00000	EA	0.93272	\$ 18.6544

Comm Code	Manufacturer	Specification	Model #
46101600	Federal	GM 308WIN 168GR SMK BTHP	GM308M/500

Extended Description:

.308 caliber rifle ammunition, Federal Sierra Match King, Load Number GM308M, 168 grain, Boat-Tail hollow point ammunition, or Equal
\$ 466.36 per case of 500 rds

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	3.1.9 .308 caliber rifle round	20.00000	EA	0.8957	\$17.914

Comm Code	Manufacturer	Specification	Model #
46101600	Federal	308WIN 150GR Power-Shok Sp	308A

Extended Description:
 .308 caliber rifle ammunition, Federal, Remington, Winchester, 150 grain soft point ammunition 308A, or Equal *\$179.14 per case of 200rds*

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	3.1.10 .38 Special + P caliber round	50.00000	EA	0.4716	\$23.58

Comm Code	Manufacturer	Specification	Model #
46101600	Federal	Premium Hydra-Shok 38SPL+P 129gr JHP	P38HS1G

Extended Description:
 .38 Special + P caliber ammunition, 125 grain, Federal P38HS1G, 38SP 129G+P Hydra Shok, or Equal *\$471.60 per case of 1000 rds*

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES		STATE OF WEST VIRGINIA	
LAW ENFORCEMENT SECTION		VARIOUS LOCATIONS AS INDICATED BY ORDER	
324 4TH AVE			
SOUTH CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	3.1.11 .22 caliber long rifle, 40 grain soft point round	50.00000	EA	0.0524	\$2.62

Comm Code	Manufacturer	Specification	Model #
46101600	Federal	22LR champion Lightning 40gr solid	510

Extended Description:
 .22 caliber long rifle, 40 grain soft point ammunition, Federal or Remington brand 510, or Equal \$262.00 per case of 5000 rds

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LAW ENFORCEMENT SECTION		VARIOUS LOCATIONS AS INDICATED BY ORDER	
324 4TH AVE			
SOUTH CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	3.1.12 .380 caliber round	50.00000	EA	0.35527	\$17.7635

Comm Code	Manufacturer	Specification	Model #
46101600	Speer	Gold Dot 380 Auto 90gr hollow point	53606

Extended Description:
 .380 caliber ammunition 90 grain, Speer brand Load Number 53606, Gold Dot Hollow Point bullet, or Equal \$355.27 per case of 1000 rds

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LAW ENFORCEMENT SECTION		VARIOUS LOCATIONS AS INDICATED BY ORDER	
324 4TH AVE			
SOUTH CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	3.1.13 .380 caliber round	50.00000	EA	0.30287	\$15.1435

Comm Code	Manufacturer	Specification	Model #
46101600	<i>Speer</i>	<i>Lawman 380ACP 95gr Total Metal Jacket Round Nose</i>	<i>53608</i>

Extended Description:
 .380 caliber ammunition 95 grain, Speer brand TMJ practice round, Load Number 53608, or Equal *\$302.87 per case of 1000 rds*

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LAW ENFORCEMENT SECTION		VARIOUS LOCATIONS AS INDICATED BY ORDER	
324 4TH AVE			
SOUTH CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	3.1.14 9mm round	2000.00000	EA	0.2358	\$471.60

Comm Code	Manufacturer	Specification	Model #
46101600	<i>Speer</i>	<i>9mm 124gr total metal jacket, round nose</i>	<i>53651</i>

Extended Description:
 9mm ammunition 124 grain, Speer brand TMJ Load Number 53651, practice round, or Equal *\$235.80 per case of 1000 rds*

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	3,1,15 9mm round	1000.00000	EA	0.36575	\$365.75

Comm Code	Manufacturer	Specification	Model #
46101600	Federal	HST 9MM 124gr +P, Jacketed Hollow Point	P9HST3

Extended Description:
9mm ammunition 124 grain, P9HST3
Federal 124G HST+P, or Equal.

\$365.75 per case of 1000 rds

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question Deadline @ 9:00am	2022-07-19

Lead time on all items is 9-24 months. Lead time may vary depending on market and demand. Must order by the case. Minimum order for drop ship is 3 cases. Drop ship only.

	Document Phase	Document Description	Page 10
DNR230000001	Final	DNR Open-End Ammunition Contract	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

West Virginia Division of Natural Resources

INSTRUCTIONS TO VENDORS
&
AGENCY TERMS AND CONDITIONS

INSTRUCTIONS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

A **MANDATORY** pre-bid meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five (5) business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Property and Procurement Office. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 07/19/2022 at 9:00am

Submit Questions to:
West Virginia Division of Natural Resources
Property and Procurement Office
Attention: James Adkins
South Charleston, WV 25303
Fax: (304) 558-2165
Email: jamie.h.adkins@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Property and Procurement Office is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

West Virginia Division of Natural Resources
Property and Procurement Office
324 4th Avenue
South Charleston, WV 25303

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Division of Natural Resources.:

SEALED BID:

BUYER: James Adkins
SOLICITATION NUMBER: ARFQ DNR23*01
BID CLOSING DATE: 07/28/2022
BID CLOSING TIME: 1:30pm
FAX NUMBER: 304-558-2165

The Property and Procurement Office may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Agency Request for Proposal ("ARFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Property and Procurement Office at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:

Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Property and Procurement Office time clock (in the case of hand delivery).

Bid Opening Date and Time: 07/28/2022 at 1:30pm

Bid Opening Location:
West Virginia Division of Natural Resources
Property and Procurement Office
324 4th Avenue
South Charleston, WV 25303

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This solicitation is based upon a standardized commodity established under W. Va. Code §5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or

modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Division of Natural Resources Purchasing Rule 58-10 §6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code

§5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with the W. Va. Code §5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Property and Procurement Office with its bid, and must be properly certified under W. Va. Code R. § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. Code R. § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Purchasing Rule 58-10 § 4.1.7.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Purchasing Rule 58-10 §5.5, when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

20. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Purchasing Rule 58-10 §4.1.6. and §6.4.2.

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET(S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Chief Procurement Officer reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Purchasing Rule 58-10 §4.1.7. This authority does not apply to instances where state law mandates receipt with the bid

AGENCY TERMS & CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Chief Procurement Officer, or his or her designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

- a. **"Agency"** means the West Virginia Division of Natural Resources.
- b. **"Bid"** or **"Proposal"** means a vendor's submitted response to a solicitation.
- c. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- d. **"Chief Procurement Officer"** means the Chief Procurement Officer of the West Virginia Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
- e. **"Property and Procurement Office"** means the unit within the West Virginia Division of Natural Resources' Administration Section headed by the Chief Procurement Officer and its personnel.
- f. **"Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- g. **"Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General that identifies the Vendor as the contract holder.
- h. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
- i. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- j. **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

- k. "Will", "Shall" and "Must" identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of month available in all renewal years combined. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on Section delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Alternate Renewal Term This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Property and Procurement Office and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event, will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open-End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Property and Procurement Office and Attorney General's office.

6. EMERGENCY PURCHASES: The Chief Procurement Officer may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Chief Procurement Officer, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c). All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value. The performance bond must be received by the Property and Procurement Office prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Property and Procurement Office prior to Contract award.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Property and Procurement Office prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Property and Procurement Office.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancellation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial **General Liability Insurance** in at least an amount of: _____

Automobile **Liability Insurance** in at least an amount of: _____

Professional/**Malpractice/Errors and Omission Insurance** in at least an amount of: _____

Commercial **Crime and Third-Party Fidelity Insurance** in an amount of: _____

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Other _____

Notwithstanding anything contained in this section to the contrary, the Chief Procurement Officer reserves the right to waive the requirement that the Agency be named as an additional insured on one or more of the Vendor's insurance policies if the Chief Procurement Officer finds that doing so is in the best interest of the Agency.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10 LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods or through the state designated credit cards.)

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the

solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Chief Procurement Officer reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Purchasing Rule 58-10, § 5.2.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or

remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Property and Procurement Office, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Division of Natural Resources Purchasing Rule 58-10 §6.1.3, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under the provision must occur prior to performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions; and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or to a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or

steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid, or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Brittany A.L. Girdler, Bid Specialist

(Name, Title)

Brittany A.L. Girdler, Bid Specialist

(Printed Name and Title)

2802 Sable Mill Rd., Jeffersonville, IN 47136

(Address)

812-288-5740 / 812-284-8008

(Phone Number) / (Fax Number)

bgirdler@Kiesler.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wXOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Kiesler Police Supply Inc.

(Company)

Brittany A.L. Girdler, Bid Specialist

(Authorized Signature) (Representative Name, Title)

Brittany A.L. Girdler, Bid Specialist

(Printed Name and Title of Authorized Representative)

7/25/2022

(Date)

812-288-5740 / 812-284-8008

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources
Firearms Ammunition

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources (WVDNR) is soliciting bids on behalf of WVDNR Law Enforcement to establish an open-end contract for ammunition.

PLEASE NOTE: The cost for shipping must be included in each line item. Delivery will be to various locations throughout West Virginia.

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

- 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Division of Natural Resources.
- 2.4 **“ACP”** means Automatic Colt Pistol. Invented by John Browning as specific cartridges to be used in guns.
- 2.5 **“Core-Jacket Separation”** When a bullet core separates from its jacket usually causing the bullet to fail to penetrate its target.
- 2.6 **“Electrochemically plated or bonded”** means molecularly securing bullets lead core to its jacket eliminating core-jacket separation and controlling both how far the bullet can expand as well as the rate of expansion
- 2.7 **“FMJ”** means Full Metal Jacket. FMJ has lead exposed at the base, or have an accuracy-robbing second piece to cover the lead.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources
Firearms Ammunition

- 2.8 “SAMMI” means the Sporting Arms and Ammunition Manufacturers’ Institute. SAMMI is an association of the nation’s leading manufacturers of firearms, ammunition, and components. SAMMI was founded in 1926 at the request of the federal government and tasked with creating and publishing industry standards for safety, interchangeability, quality, coordinating technical data and promoting safe responsible firearms use.
- 2.9 “Smokeless Powder” means the powder, when burned under pressure as in a cartridge fired in a gun, will produce very little smoke, a small glow and leaves very little residue to corrode the firearm. The burning rate of smokeless powder will increase with increased pressure.
- 2.10 “TMJ” means Total Metal Jacket. Completely encase the lead core in a seamless jacket. TMJ rounds are proven more accurate and reduce the amount of lead contaminants in the air.
- 2.11 “Velocity” is the speed in which the bullet is traveling. With ammunition it is measured in Feet Per Second.

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 **.45 ACP caliber pistol ammunition, 230 grain, Federal P45HST2 or Equal.**

3.1.1.1 Brass or nickel casing only. No steel casing.

3.1.1.2 New ammunition, **NO** brass exchange.

3.1.1.3 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)

3.1.1.3.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources
Firearms Ammunition

3.1.1.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)

3.1.1.4 Bullets must be electrochemically plated in order to be considered equal.

3.1.1.5 Primers must be sealed and non-corrosive in order to be considered equal.

3.1.2 **.45 ACP caliber pistol ammunition**, 230 grain, Speer Lawman Braud TMJ practice round, Load number 53653 or Equal.

3.1.2.1 Brass or nickel casing only. No steel casing.

3.1.2.2 New ammunition, **NO** brass exchange.

3.1.2.3 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)

3.1.2.3.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)

3.1.2.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)

3.1.2.4 Must be Total Metal Jacket rounds in order to be considered equal.

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- 3.1.3 **.223 caliber rifle ammunition**, Federal brand, 55 grain, soft point Mfr #T223A or Equal.
 - 3.1.3.1 New ammunition, **NO** brass exchange.
 - 3.1.3.2 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)
 - 3.1.3.3.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)
 - 3.1.3.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)
 - 3.1.3.3 Brass or nickel casing only. No steel casings.
 - 3.1.3.4 Primers must be lacquer sealed in order to be considered equal.

- 3.1.4 **.223 caliber rifle ammunition**, Federal brand, 55 grain, FMJ Boat-Tail, Load number AE223 or Equal.
 - 3.1.4.1 New ammunition, **NO** brass exchange.
 - 3.1.4.2 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)
 - 3.1.4.2.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)
 - 3.1.4.2.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough

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heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)

3.1.4.3 Primers must be lacquer sealed in order to be considered equal.

3.1.4.4 Brass or nickel casing only. No steel casings.

3.1.5 **12 gauge shotgun shells ammunition, 00 buckshot, 2.75 inch shells – Federal load number LE127 00 or Equal.**

3.1.5.1 New ammunition. **NO** brass exchange.

3.1.5.2 Shells must have a brass head.

3.1.5.3 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)

3.1.5.3.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)

3.1.5.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)

3.1.5.4 Primers must be lacquer sealed in order to be considered equal.

3.1.6 **12 gauge shotgun shell rifled slugs ammunition, 2.75 inch shells – Federal Load number LEB127 RS or Equal.**

3.1.6.1 New ammunition. **NO** brass exchange.

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- 3.1.6.2 Shell slugs must be rifled in order to be considered equal.
- 3.1.6.3 Ammunition must meet industry standards set by SAAMI in order to be considered equal (See below).
 - 3.1.6.3.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)
 - 3.1.6.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)
- 3.1.6.4 Primers must be lacquer sealed in order to be considered equal.
- 3.1.6.5 Velocity must be 1600 +/- 50 Feet per Second at three feet from the muzzle.

- 3.1.7 **12 gauge shotgun shells ammunition, number 7.5 or 8 bird shot, 2.75 inch shells** Federal load number TGL12-7.5 or Equal. Low brass field loads are acceptable.
 - 3.1.7.1 New ammunition, **NO** brass exchange.
 - 3.1.7.2 Shells must have a brass or low zinc plated steel head.
 - 3.1.7.3 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)
 - 3.1.7.3.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)
 - 3.1.7.3.2 Primers must not absorb moisture under normal

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or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)

3.1.8 .308 caliber rifle ammunition, Federal Sierra Match King, Load number GM308M500, 168 grain, Boat-Tail hollow point ammunition or Equal.

3.1.8.1 New ammunition, **NO** brass exchange.

3.1.8.2 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)

3.1.8.2.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)

3.1.8.2.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)

3.1.8.3 Brass or nickel casing only.

3.1.8.4 Primers must have a water resistant Anaerobic Sealant to be considered equal.

3.1.9 .308 caliber rifle ammunition – Federal, Remington, Winchester 308A or Equal, 150 grain soft point ammunition.

3.1.9.1 New ammunition, **NO** brass exchange.

3.1.9.2 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)

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- 3.1.9.2.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)
 - 3.1.9.2.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)
 - 3.1.9.3 Brass or nickel casing only in order to be considered equal.
- 3.1.10 **.38 Special + P caliber ammunition**, 125 grain, Federal P38HS1G, 38SP 129G+P Hydra Shok or Equal.
 - 3.1.10.1 Brass or nickel casing only. No steel casing.
 - 3.1.10.2 New ammunition, **NO** brass exchange.
 - 3.1.10.3 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)
 - 3.1.10.3.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)
 - 3.1.10.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)
 - 3.1.10.4 Bullets must be electrochemically plated in order to be considered equal.
 - 3.1.10.5 Primers must be lacquer sealed in order to be considered equal.

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3.1.11 .22 caliber long rifle, 40 grain soft point ammunition, Federal or Remington Brand 510 or Equal.

3.1.11.1 Brass or nickel casing only. No steel casing.

3.1.11.2 New ammunition, **NO** brass exchange.

3.1.11.3 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)

3.1.11.3.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)

3.1.11.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)

3.1.12 .380 caliber ammunition 90 grain, Speer brand Load number 53606, Gold Dot Hollow Point bullet or Equal.

3.1.12.1 Brass or nickel casing only. No steel casing.

3.1.12.2 New ammunition, **NO** brass exchange.

3.1.12.3 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)

3.1.12.3.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)

3.1.12.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3

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statement 5)

3.1.12.4 Bullets must be electrochemically bonded in order to be considered equal.

3.1.12.5 Primers must be lacquer sealed in order to be considered equal.

3.1.13 **.380 caliber ammunition** 95 grain, Speer brand TMJ practice round, Load number 53608 or Equal.

3.1.13.1 Brass or nickel casing only. No steel casing.

3.1.13.2 New ammunition, **NO** brass exchange.

3.1.13.3 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)

3.1.13.3.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)

3.1.13.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)

3.1.13.4 Bullets must be electrochemically plated with Total Metal Jackets in order to be considered equal.

3.1.13.5 Primers must be lacquer sealed in order to be considered equal.

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3.1.14 9mm ammunition 124 grain, Speer brand TMI Load number 53651, practice round or Equal.

3.1.14.1 Brass or nickel casing only. No steel casing.

3.1.14.2 New ammunition, **NO** brass exchange.

3.1.14.3 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)

3.1.14.3.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)

3.1.14.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)

3.1.14.4 Bullets must be electrochemically bonded with Total Metal Jackets in order to be considered equal.

3.1.14.5 Primers must be lacquer sealed in order to be considered equal.

3.1.15 9mm ammunition 124 grain, P9HST3 Federal 124G HST-P or Equal.

3.1.15.1 Brass or nickel casing only. No steel casing.

3.1.15.2 New ammunition, **NO** brass exchange.

3.1.15.3 Ammunition must meet industry standards set by SAAMI in order to be considered equal. (See below)

3.1.15.3.1 Must use smokeless powder. (See definition and Attachment B, Page 2, highlighted areas)

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3.1.15.3.2 Primers must not absorb moisture under normal or even severe atmospheric conditions and produce enough heat to ignite the smokeless powder. (Attachment C Page 3 statement 5)

3.1.15.4 Bullets must be electrochemically bonded in order to be considered equal.

3.1.15.5 Primers must be lacquer sealed in order to be considered equal.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest TOTAL BID AMOUNT as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor should type or electronically enter the information into the Exhibit A Pricing Page to prevent errors in the evaluation.

4.2.1 If the Vendor is submitting an Equivalent Brand this information, including Model Number, must be submitted with their bid submission or by using Exhibit "A". Any product brochures to support vendor's product should be submitted with vendor's submitted bid response. This information may be required before award of contract.

4.3 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

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individual item is guaranteed or implied. Items listed are estimates only and will be used for bid evaluation purposes only. Actual quantities may be more or less.

- 4.4** Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

If unable to respond online Vendor must submit the Exhibit "A" Pricing Pages in their entirety with your bid prior to the scheduled bid opening date and time.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form 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. 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:** Vendor shall deliver standard orders within forty-five (45) working days after orders are received. Vendor shall deliver emergency orders within thirty (30) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. (Delivery Locations are included as Attachment A.)

- 6.2 Late Delivery:** The Section 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.

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Any Section seeking to obtain items from a third party under this provision must first obtain approval of the Chief Procurement Officer.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 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.

8.4 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: Brittany A.L. Girdler
Telephone Number: 812-288-5740 x1164
Fax Number: 812-284-8008
Email Address: bgirdler@Kiesler.com

Attachment A
Ammunition Sipping Locations
West Virginia Division of Natural Resources

LAW ENFORCEMENT SECTIONS:

HEADQUARTERS

324 4th Avenue

South Charleston, WV 25301

DISTRICT 1- FARMINGTON

WV DNR LAW ENFORCEMENT

1110 Railroad Street

Farmington, WV 26571

DISTRICT 2- ROMNEY

WV DNR LAW ENFORCEMENT

#1 Depot Street

Romney, WV 26757

DISTRICT 3- ELKINS

WV DNR LAW ENFORCEMENT

163 Wildlife Drive

French Creek, WV 26218

DISTRICT 4- BECKLEY

WV DNR LAW ENFORCEMENT

2006 Robert C Byrd Drive

Beckley, WV 25801

Attachment A
Ammunition Sipping Locations
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DISTRICT 5- FORKS OF COAL

WV DNR LAW ENFORCEMENT

480 Forks of Coal Way

Alum Creek, WV 25003

DISTRICT 6- PARKERSBURG

WV DNR LAW ENFORCEMENT

76 Conservation Way

Parkersburg, WV 26101

WILDLIFE RESOURCES SECTION:

WV DNR

738 Ward Road

Elkins, WV 26241

WEST VIRGINIA STATE PARKS:

BABCOCK STATE PARK

486 Babcock Road

Clifftop, WV 25831-7240

Attachment B

S A A M I[®]

SHOOTING ARMS AND AMMUNITION MANUFACTURERS' INSTITUTE, INC.
SINCE 1926

SMOKELESS POWDER

Properties & Storage

11 Mile Hill Road, Newtown, CT 06470-2359
www.saami.org

Ammunition handling has become increasingly popular in recent years. This leaflet discusses properties of smokeless powder and offers recommendations for its storage.

This leaflet is intended to increase the knowledge of all concerned individuals and groups regarding smokeless powder. The statements and recommendations made are not intended to supersede local, state or Federal regulations. Proper authorities should be consulted for regulations for storage and use of smokeless powder in each specific community. A second leaflet entitled "SPORTING AMMUNITION PRIMERS: PROPERTIES, HANDLING & STORAGE FOR HANDLOADING" supplements this leaflet on smokeless powder.

PROPERTIES OF SMOKELESS POWDER

Smokeless powders, or propellants, are essentially mixtures of chemicals designed to burn under controlled conditions at the proper rate to propel a projectile from a gun.

Smokeless powders are made in three forms:

1. Thin, circular flakes or wafers
2. Small cylinders, both perforated and unperforated
3. Small spheres or flattened spheres

Single-base smokeless powders derive their main source of energy from nitrocellulose.

The energy released from double-base smokeless powder is derived from both nitrocellulose and nitroglycerin.

All smokeless powders are extremely flammable; by design, they are intended to burn rapidly and vigorously when ignited.

Oxygen from the air is not necessary for the combustion of smokeless powders since they contain sufficient built-in oxygen to burn completely even in an enclosed space such as the chamber of a firearm.

Ignition occurs when the powder granules are heated above their ignition temperature. This can occur by exposing the powder to:

1. A flame such as a match or a primer flash.
2. An electrical spark or the sparks from welding, grinding, etc.
3. Heat from an electric hot plate or a fire directed against or near a closed container even if the powder itself is not exposed to the flame.

When smokeless powder burns, a great deal of gas at high temperature is formed. If the powder is confined, this gas will create pressure in the surrounding structure. The rate of gas generation is such, however, that the pressure can be kept at a low level if sufficient space is available or if the gas can escape.

In this respect smokeless powder differs from blasting agents or high explosives such as dynamite or blasting gelatin, although powder may contain chemical ingredients common to both of these products.

Smokeless powder does not detonate like high explosives as it has a controlled rate of burn and differs considerably in its burning characteristics from common black powder. Black powder burns at essentially the same rate (or) in the open (unconfined) as when in a gun.

When ignited from an unconfined side, smokeless powder burns inefficiently with an orange-colored flame. It may produce a considerable amount of light brown, noxious smelling smoke. It leaves a residue

of ash and partially burned powder. The flame is not enough to cause severe burns.

When it burns under pressure, as in a cartridge fired in a gun, smokeless powder produces very little smoke, a small glow and leaves very little or no residue. The burning rate of smokeless powder increases with increased pressure.

If burning smokeless powder is confined, gas pressure will rise and eventually can cause the container to burst. Under such circumstances, the bursting of a strong container creates effects similar to an explosion.

For this reason, the U.S. Department of Transportation (formerly Interstate Commerce Commission) sets requirements for shipping containers for propellants and requires tests of loaded containers under actual fire conditions before approving them for use.

When smokeless powder in DOT-approved containers is ignited during such tests, the container seams split open or lids pop off to release gases and powder from confinement at low pressure. Additional details are available in a SAAMI video "Smokeless Powder and the Fire Service."

HOW TO CHECK SMOKELESS POWDER FOR DETERIORATION

Although modern smokeless powders contain stabilizers and are basically free from deterioration under proper storage conditions, safe practices require a recognition of the signs of deterioration and its possible effects.

Deteriorating smokeless powders produce an acidic odor and they produce a reddish brown tinge. (Don't confuse this with common solvent odors such as alcohol, ether and acetone.) Dispose of deteriorating smokeless powders immediately.

Check to make certain that smokeless powder is not exposed to extreme heat as this may cause deterioration. Such exposure produces an acidity which accelerates further reaction and has been known, because of heat generated by the reaction, to cause spontaneous combustion.

Never salvage powder from old cartridges and do not attempt to blend salvaged powder with new powder or attempt to blend two types of powder to make a "custom" blend. Don't accumulate old powder stocks.

CONSIDERATIONS FOR STORAGE OF SMOKELESS POWDER

Smokeless powder is intended to function by burning, so it must be protected against accidental exposure to flame, sparks or high temperatures.

For these reasons, storage enclosures should be made of insulating materials to protect the powder from external heat sources.

Once smokeless powder begins to burn, it will continue to burn (and generate gas pressure) until it is consumed.

DOT-approved containers are unconstructed to open up at low internal

pressures to avoid the effects normally produced by the rupture or bursting of strong containers.

Storage enclosures for smokeless powder should be constructed in a similar manner:

1. Use fire-resistant and heat-insulating materials to protect contents from external heat.
2. Sufficiently loose to vent the gaseous products of combustion satisfactorily which would result if the quantity of smokeless powder within the enclosure accidentally ignited.

If a small, tightly enclosed storage enclosure is loaded to capacity with containers of smokeless powder, the walls of the enclosure will expand or move outwards to release the gas pressure – if the smokeless powder in storage is accidentally ignited.

Under such conditions, the effects of the release of gas pressure are similar or identical to the effects produced by an explosion. Therefore, storage of smokeless powder should be in strict compliance with all applicable regulations and recommendations of the National Fire Protection Association (reprinted at end of leaflet).

RECOMMENDATIONS FOR STORAGE OF SMOKELESS POWDER

Store in a cool, dry place. Be sure the storage area selected is free from any possible sources of excess heat and is isolated from open flame, furnaces, hot water heaters, etc. Do not store smokeless powder where it will be exposed to the sun's rays. Avoid storage in areas where mechanical or electrical equipment is in operation. Redeflect from the storage areas heat or sparks which may result from improper, defective or overloaded electrical circuits.

Do not store smokeless powder in the same area with solvents, flammable greases or highly combustible materials. Store only in Department of Transportation approved containers.

Do not transfer the smokeless powder from an approved container into one which is not approved.

Do not smoke in areas where smokeless powder is stored or used. Place appropriate "no smoking" signs in these areas.

Do not subject the storage cabinets to close confinement.

Storage cabinets should be constructed of insulating materials and with a weak wall, seams or joints to provide an easy means of self-venting.

Do not keep old or salvaged powders. Check old powders for deterioration regularly. Destroy deteriorated powders immediately.

Obey all regulations regarding quantity and methods of storing. Do not store all your smokeless powders in one place. If you can, maintain separate storage locations. Many small containers are safer than one large container.

Keep your storage and use area clean. Clean up spilled smokeless powder promptly. Make sure the surrounding area is free of trash or other readily combustible materials.

Know the Following Recommendations on Storage and Handling

Issued by the National Fire Protection Association
Battery March Park, Quincy, MA 02269 and reprinted with their permission:

NFPA 495

Explosive Materials Code
1996 Edition

This edition of NFPA 495, Explosive Materials Code, was prepared by the Technical Committee on Explosives and acted on by the National Fire Protection Association, Inc. at its Annual Meeting held May 20-23, 1996, in Boston, MA. It was issued by the Standards Council on July 18, 1996, with an effective date of August 9, 1996, and supersedes all previous editions.

The 1996 edition of this document has been approved by the American National Standards Institute.

Origin and Development of NFPA 495

This code was originally issued in 1912 as the Suggested State Law to Regulate the Manufacture, Storage, Sale and Use of Explosives. The second edition was issued in 1941 by the Committee on Laws and Ordinance and relabeled Suggested Explosives Ordinance for Cities. Later, the document number NFPA 495A was designated.

After being assigned to the Committee on Chemicals and Explosives a new edition was issued in 1959. This was relabeled as the Code for the Manufacture, Transportation, Storage, and Use of Explosives and Blasting Agents and redesignated as NFPA 495.

Following reorganization of the committee in 1960, the responsibility for amendments to NFPA 495 was assigned to the Sectional Committee on Explosives. This committee reported to the Correlating Committee on Chemicals and Explosives. Revised editions were issued in 1962, 1966, 1967, 1968, 1969 and 1970. A new edition was issued in 1972 with the document title revised to code for the Manufacture, Transportation, Storage, and Use of Explosive Materials. A subsequent edition followed in 1973.

Following the issuance of the 1973 edition, the Sectional Committee on Explosives was redesignated as a Technical Committee. In 1976, the committee began a detailed review intended to amend requirements so that there were no conflicts with the regulations promulgated by the various federal agencies concerned with explosive materials (Bureau of Alcohol, Tobacco and Firearms, U.S. Mine Safety and Health Administration, US Department of Transportation, etc.). This effort resulted in the 1982 edition, which was subsequently followed by a new edition in 1985. In 1990, the document was again revised and included the title being changed to the Explosive Materials Code. The latest edition, issued in 1996, incorporates change in the classification of explosives to conform with recent U.S. Department of Transportation "Hazardous Materials Regulations" which in turn are based on United Nations Recommendations on the Transport of Dangerous Goods. The 1996 edition also includes technical and editorial amendments.

Chapter 11

Small Arms Ammunition and Primers, Smokeless Propellants, and Black Powder Propellants

11-1 Basic Requirements.

11-1.1 In addition to all other applicable requirements of this code, interstate transportation of small arms ammunition, small arms primers, smokeless propellants, and black powder shall comply with US Department of Transportation Hazardous Materials Regulations, 49 CFR, Parts 100-199.

11-1.2 This chapter applies to the channels of distribution of and to the users of small arms ammunition, small arms primers, smokeless propellants, and black powder.

11-1.3 This chapter does not apply to in-process storage and intra-plant transportation during manufacture.

11-1.4 This chapter applies to the transportation and storage of small arms ammunition and components.

11-1.5 This chapter does not apply to safety procedures in the use of small arms ammunition and components.

11-3 Smokeless Propellants

11-3.1 Quantities of smokeless propellants not exceeding 25 lb. (11.3 kg) in shipping containers approved by the U.S. Department of Transportation, may be transported in a private vehicle.

11-3.2 Quantities of smokeless propellants exceeding 25 lb. (11.3 kg) but not exceeding 50 lb. (22.7 kg), transported in a private vehicle, shall be transported in a portable magazine having wood walls of at least 3/4 in. (25.4 mm) nominal thickness.

11-3.3 Transportation of more than 50 lb. (22.7 kg) of smokeless propellants in a private vehicle is prohibited.

11-3.4 Commercial shipments of smokeless propellants in quantities not exceeding 100 lb. (45.4 kg) may be reclassified for transportation purposes as flammable solids (Division 4.1) when packaged in accordance with the U.S. Department of Transportation Hazardous Materials Regulation (49 CFR, Part 172.171) and shall be transported accordingly.

11-3.5 Commercial shipments of smokeless propellants exceeding 100 lb. (45.4 kg) or not packaged in accordance with the regulations cited in 11-3.4 shall be transported in accordance with the U.S. Department of Transportation regulations for Division 1.3C propellant explosives.

11-3.6 Smokeless propellants shall be stored in shipping containers approved by US Department of Transportation.

11-3.7 Smokeless propellants intended for personal use in quantities not exceeding 20 lb. (9.1 kg) shall be permitted to be stored in original containers in residences. Quantities exceeding 20 lb. (9.1 kg), but not exceeding 50 lb. (22.7 kg), shall be permitted to be stored in residences where kept in a wooden box or cabinet having walls of at least 1 in. (25.4 mm) nominal thickness.

11-3.8 Not more than 20 lb. (9.1 kg) of smokeless propellants, in containers of a 1 lb. (0.45 kg) maximum capacity shall be displayed in commercial establishments.

11-3.9 Commercial stocks of smokeless propellants shall be stored as follows:

(a) Quantities exceeding 20 lb. (9.1 kg) but not exceeding 100 lb. (45.4 kg) shall be stored in portable wooden boxes having walls of at least 1 in. (25.4 mm) thickness.

(b) Quantities exceeding 100 lb. (45.4 kg) but not exceeding 800

lb. (363 kg) shall be stored in non-portable storage cabinets having walls of at least 1 in. (25.4 mm) thickness. Not more than 400 lb. (181 kg) shall be permitted to be stored in any one cabinet and cabinets shall be separated by a distance of at least 25 ft (7.62 m) or by a fire partition having a fire resistance of at least 1 hour.

(c) Quantities exceeding 800 lb. (363 kg) but not exceeding 5,000 lb. (2,268 kg) shall be permitted to be stored in a building provided the following requirements are met:

1. The warehouse or storage room shall not be accessible to unauthorized personnel.

2. Smokeless propellants shall be stored in non-portable storage cabinets having wood walls of at least 1 in. (25.4 mm) thickness and having shelves with no more than 3 ft (0.92 m) of separation between shelves.

3. No more than 400 lb. (181 kg) shall be stored in any one cabinet.

4. Cabinets shall be located against the walls of the storage room at warehouse with at least 40 ft (12.2 m) between cabinets.

5. The separation between cabinets shall be permitted to be reduced to 20 ft (6.1 m) where barricades twice the height of the cabinets are attached to the wall, mid-way between each cabinet. The barricades shall extend at least 10 ft (3 m) outward, shall be firmly attached to the wall, and shall be constructed of 1/4 in. (6.4 mm) boiler plate, 2 in. (51 mm) thick wood, brick, or concrete block.

6. Smokeless propellant shall be separated from materials classified by the US Department of Transportation as flammable liquids, flammable solids, and oxidizing materials by a distance of 25 ft (7.62 m) or by a fire partition having a fire resistance of at least 1 hour.

7. The building shall be protected by an automatic sprinkler system installed in accordance with NFPA 13, *Standard for the Installation of Sprinkler Systems*.

(d) Smokeless propellants not stored in accordance with 11-3.9

(a), (b), and (c) shall be stored in a Type 4 magazine constructed and located in accordance with Chapter 11.

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Attachment C

S A A M I[®]

SPORTING AMMUNITION PRIMERS ASSOCIATION
INCORPORATED

SPORTING AMMUNITION PRIMERS

Properties,
Handling & Storage
for Handloading

11 Mile Hill Road, Newtown, CT 06470-2359

This leaflet has been prepared by the Sporting Arms and Ammunition Manufacturers' Institute based upon information currently available to it. It is furnished to interested persons as a courtesy and in the interests of safety. It is not intended to be comprehensive. It does not modify or replace safety suggestions, standards, or regulations made by designated authorities, public or private. It is subject to revisions as additional knowledge and experience are gained. SAAMI expressly disclaims any warranty, obligation, or liability whatsoever in connection with the information contained herein or its use.

Ammunition handloading has become increasingly popular in recent years. This leaflet summarizes information that is generally known by an experienced handloader, and provides general information to persons interested in handloading. It discusses the properties of sporting ammunition primers and offers recommendations for their safe use, handling and storage.

This leaflet is intended only to increase the knowledge of all concerned individuals and groups regarding sporting ammunition primers. The statements made do not supersede local, state or Federal regulations. Proper authorities should be consulted on regulations for storage, transportation, and use of sporting ammunition primers in each specific community. Other leaflets on smokeless powder and sporting ammunition are available.

Properties of Primers

Sporting ammunition primers contain carefully engineered mixtures of chemical ingredients. Primers are designed to explode and produce the heat, gas and hot particles necessary to ignite the propellant powders in sporting ammunition when the firing pin of a firearm strikes them properly.

Properties of particular importance to the dealer and user of primers are as follows:

1. Primers may explode if subjected to mishandling. Explosions may be caused by friction and by percussion, such as hammering, pounding, dropping or bullet impact. Heating by fire, static electricity, sparks, hot tobacco ashes, or other unspecified abuses may also cause primers to explode.
2. If primers are loose or in bulk, having contact one with another, one primer exploding can, and usually will, cause a violent, sympathetic explosion of all primers so

suspected. In other words, one primer exploding for any reason under these circumstances will normally cause all of the primers to explode in one violent blast.

3. Primers may "dust." Small particles of priming compound may separate from the primers in the form of dust, especially when they are subjected to shaking or jolting. Accumulation of this dust in primer feed tubes, loading machines, and loading areas is extremely hazardous as it might cause explosions or fires.

4. Primers exposed to water or any organic solvent, such as paint thinner, gasoline, kerosene, oil, grease, etc. may deteriorate, resulting in misfires or poor ignition.

5. Modern sporting ammunition primers will not absorb moisture under normal or even severe conditions of atmospheric humidity. There is no advantage to be gained from air-tight containers. The factory containers in which they are packaged need only normal conditions of storage. They should be kept dry and not exposed to high temperatures (in excess of 150° F). If exposed to wet conditions or high temperatures, they may deteriorate, yielding misfires or poor ignition of the propellant powder.

Handling of Primers

Primers do explode. This is the purpose for which they have been designed. They demand the respect and careful handling due any device containing explosives.

Sporting Ammunition and the Firefighter, a video produced by the Sporting Arms and Ammunition Manufacturers' Institute, analyzes the characteristics associated with small arms ammunition when it is subjected to severe impact and fire. When a primer ignites, it causes the propellant to burn, which creates gases which, when under pressure in a firearm, send the bullet down the barrel. Pressure created by the propellant being burned is what discharges a bullet. As such, loose ammunition in a fire does not result in bullets being discharged because the propellant is not burning under pressure. The video, which has been widely circulated to fire departments, concludes that while ammunition produces a popping sound when it burns, there is no mass detonation of the ammunition, any projectiles are of low velocity, and there is no threat to firefighters in their standard turn-out gear.

Primers should never be handled, used, or stored in bulk, since primers in bulk can explode simultaneously. The

placing of primers in tubes or columns, or using other bulk systems in which the explosion of any one primer may cause the explosion of all others, is a potentially hazardous condition. The manufacturers of primers do not recommend the use of primer trays for reloading unless adequate protection from the hazard of explosion is provided. It is the responsibility of the manufacturers of primer handling systems to provide safety and protective features for their equipment. It is recommended that primers be handled individually unless adequate safeguards are provided and used.

Care must always be exercised in any handloading operation to avoid rough handling and undue force where a primer is involved, since the primer may fire. Any malfunction of equipment must be cleared with extreme caution. The decapping of shells or cases containing live primers is to be avoided.

Precautions should be taken to avoid buildup of static electricity on the person when handling primers or conducting handloading procedures. Loading equipment should be electrically grounded.

All loading equipment and adjacent areas must be kept scrupulously clean and free of primer dust and powder accumulations. Work areas and loading equipment must be cleaned by wiping with a damp cloth or sponge which should be thoroughly rinsed after each use. Fired primers, primer cups, anvils, or other bits of hard, abrasive material are a hazard during loading operation as contact with them may cause primers to fire.

Accidentally spilled primers should be picked up immediately as they may explode when stepped upon.

An absolute minimum of primers should be maintained at the loading operation. Only one packing tray at a time should be removed from the primer storage.

When a priming operation is completed, any remaining primers should be returned to the package in which they were originally contained. These packages have been specifically designed to protect primers during shipment and storage and also to protect the consumer.

Primers available to children, household pets, or persons not recognizing them as potentially hazardous, are an unnecessary risk to all concerned.

Never have an open flame, source of sparks, or hot particles in the vicinity of primers or any ammunition loading operation.

Do not smoke near primers.

Safety glasses must be worn when performing any and all handloading operations. Additional protection such as face shields or machine guards are strongly recommended.

Recommended Storage of Primers

Storage cabinets containing only primers are recommended. These cabinets should be ruggedly constructed of lumber of least 1" nominal thickness to delay or minimize the transmission of heat in the event of fire. SAAMI recommends against storing primers in sealed or pressurized containers.

Keep your storage and use area clean. Make sure the surrounding area is free of trash or other readily combustible materials.

Be sure your storage area is free from any possible sources of excessive heat and is isolated from open flame, furnaces, water heaters, etc. Do not store primers where they can be exposed to direct sunlight. Avoid storage in areas where mechanical or electrical equipment is in operation.

Do not store primers in the same area with solvents, flammable gases, or highly combustible materials. Store primers only in their original factory containers. Do not transfer the primers from this approved container into one which is not approved. The use of glass bottles, fruit jars, plastic or metal containers, or other bulk containers for primer storage is extremely hazardous.

Do not smoke in areas where primers are stored. Place appropriate "No Smoking" signs in these areas.

Do not store primers in any area where they might be exposed to gun fire, bullet impact, or ricochets.

Do not store primers with propellant powders or any other highly combustible materials so as to avoid involving primers in a fire as much as possible.

Observe all regulations regarding quantity and methods of storing primers.

Know the Following

RECOMMENDATIONS ON STORAGE AND HANDLING

Issued by the National Fire Protection Association

Battery March Park, Quincy, MA 02269 and reprinted with their permission:

NFPA 495

Explosive Materials Code

This edition of NFPA 495, Explosive Materials Code, was prepared by the Technical Committee on Explosives and acted on by the National Fire Protection Association, Inc. at its Annual Meeting held May 20-23, 1996, in Boston, MA. It was issued by the Standards Council on July 18, 1996, with an effective date of August 9, 1996, and supersedes all previous editions.

The 1996 edition of this document has been approved by the American National Standards Institute.

Origin and Development of NFPA 495

This code was originally issued in 1912 as the Suggested State Law to Regulate the Manufacture, Storage, Sale and Use of Explosives. The second edition was issued in 1941 by the Committee on Laws and Ordinances and retitled Suggested Explosives Ordinances for Cities. Later, the document number NFPA 495L was designated.

After being assigned to the Committee on Chemicals and Explosives, a new edition was issued in 1959. This was retitled as the Code for the Manufacture, Transportation, Storage, and Use of Explosives and Blasting Agents and redesigned as NFPA 495.

Following reorganization of the committee in 1960, the responsibility for amendments to NFPA 495 was assigned to the Sectional Committee on Explosives. This committee reported to the Correlating Committee on Chemicals and Explosives. Revised editions were issued in 1962, 1965, 1967, 1968, 1969 and 1970. A new edition was issued in 1972 with the document title revised to Code for the Manufacture, Transportation, Storage, and Use of Explosive Materials. A subsequent edition followed in 1973.

Following the issuance of the 1973 edition, the Sectional Committee on Explosives was redesignated as a Technical Committee. In 1976, the committee began a detailed review intended to amend requirements so that there were no conflicts with the regulations promulgated by the various feder-

al agencies concerned with explosive materials (Bureau of Alcohol, Tobacco and Firearms, US Mine Safety and Health Administration, US Department of Transportation, etc.) This effort resulted in the 1982 edition, which was subsequently followed by a new edition in 1985. In 1990, the document was again revised and included the title being changed to the Explosive Materials Code. The latest edition, issued in 1996, incorporates change in the classification of explosives to conform with recent U.S. Department of Transportation "Hazardous Materials Regulations" which in turn are based on United Nations Recommendations on the Transport of Dangerous Goods. The 1996 edition also includes technical and editorial amendments.

Chapter 11

Small Arms Ammunition and Primers, Smokeless Propellants, and Black Powder Propellants

11-1 Basic Requirements.

11-1.1 In addition to all other applicable requirements of this code, interstate transportation of small arms ammunition, small arms primers, smokeless propellants, and black powder shall comply with US Department of Transportation Hazardous Materials Regulations, 49 CFR, Parts 100-199.

11-1.2 This chapter applies to the channels of distribution of and to the users of small arms ammunition, small arms primers, smokeless propellants, and black powder.

11-1.3 This chapter does not apply to in-process storage and intra-plant transportation during manufacture.

11-1.4 This chapter applies to the transportation and storage of small arms ammunition and components.

11-1.5 This chapter does not apply to safety procedures in the use of small arms ammunition and components.

11-5 Small Arms Primers

11-5.1 Small arms primers shall be transported and stored in containers approved by the US Department of Transportation.

11-5.2 Transportation of small arms primers shall comply with US Department of Transportation Regulations.

11-5.3 No more than 25,000 small arms primers may be transported in a private vehicle.

11-5.4 No more than 10,000 small arms primers may be stored in residences.

11-5.5 No more than 10,000 small arms primers may be displayed in commercial establishments.

11-5.6 Commercial stocks of small arms primers shall be stored as follows:

(a) Quantities not exceeding 750,000 may be stored in a building if not more than 100,000 are stored in any one pile and piles are at least 15 ft (4.6 m) apart.

(b) Quantities exceeding 750,000 may be stored in a building if the following conditions are met:

1. The warehouse or storage room shall not be accessible to unauthorized personnel.
2. Primers shall be stored in cabinets. No more than 200,000 primers shall be stored in any one cabinet.
3. Shelves in cabinets shall have vertical separation of at least 2 ft (0.6 m).
4. Cabinets shall be located against walls of the warehouse or storage room with at least 40 ft (12.2 m) between cabinets.
5. Separation between cabinets may be reduced to 20 ft (6.1 m) if barricades twice the height of the cabinets are attached to the wall, midway between each cabinet. The barricades shall extend at least 10 ft (3 m) outward, shall be firmly attached to the wall, and shall be constructed of 1/4 in (6.4 mm) boiler plate, 2 in. (51 mm) thick wood, brick or concrete block.
6. Primers shall be separated from materials classified by the US Department of Transportation as flammable liquids, flammable solids, and oxidizing materials by a distance of 25 ft (7.63 m) or by a fire partition having a fire resistance of at least 1 hour.
7. The building shall be protected by an automatic sprinkler system installed according to NFPA 13, Standard for the Installation of Sprinkler Systems.

(c) Small arms primers not stored according to (a) or (b) above shall be stored in a magazine meeting the requirements of Chapter 6.

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Exhibit A - Pricing Page
West Virginia Division of Natural Resources
Firearms Ammunition

Item	Description	Manufacturer and Model of or Equal Products Bid	Unit of Measure	Unit Cost	Estimated Quantity	Extended Cost
3.1.1	.45 ACP caliber pistol ammunition, 230 grain, Federal P4511S12, or Equal	Federal P45HSTZ \$450.64 per case of 1000 rds	per round	0.45064	26,000	\$11,716.64
3.1.2	.45 ACP caliber pistol ammunition, 230 grain, Speer Lawman Brand T MJ practice round, Load Number 53653, or Equal	Speer 53653 \$365.75 per case of 1000 rds	per round	0.36575	204,000	\$74,613.00
3.1.3	.223 caliber rifle ammunition, Federal brand, 55 grain, soft point Manufacturer #T223A, or Equal	Federal T223A \$292.39 per case of 500 rds	per round	0.58478	54,000	\$31,578.12
3.1.4	.223 caliber rifle ammunition, Federal brand, 55 grain, FMJ Boat-Tail, Load Number AE223, or Equal	Federal AE223 \$219.03 per case of 500 rds	per round	0.43806	36,000	\$15,770.16
3.1.5	12 gauge shotgun shells ammunition, 00 buckshot, 2.75 inch shells - Federal load Number LE12700, or Equal	Federal LE12700 \$165.85 per case of 250 rds	per round	0.6634	1,800	\$1,194.12
3.1.6	12 gauge shotgun shell rifled slugs ammunition, 2.75 inch shells - Federal Load Number LFB127RS or Equal	Federal LEB127RS \$170.40 per case of 250 rds	per round	0.6816	3,000	\$2,044.80
3.1.7	12 gauge shotgun shells ammunition, number 7.5 or 8 bird shot, 2.75 inch shells - Federal load Number TGL12-7.5, or Equal (Low brass field loads are acceptable.)	Federal TGL12/7.5 \$82.32 per case of 250 rds	per round	0.32928	25	\$8.232
3.1.8	.308 caliber rifle ammunition, Federal Sierra Match King, Load Number GM308M, 168 grain, Boat-Tail hollow point ammunition, or Equal	Federal GM308M/500 \$466.36 per case of 500 rds	per round	0.93272	20	\$18.6544
3.1.9	.308 caliber rifle ammunition, Federal, Remington, Winchester, 150 grain soft point ammunition 308A, or Equal	Federal 308A \$179.14 per case of 200 rds	per round	0.8957	20	\$17.914
3.1.10	.38 Special + P caliber ammunition, 125 grain, Federal P38HS1G, 38SP 129G-P Hydra Shock, or Equal	Federal P38HS1G \$471.60 per case of 1000 rds	per round	0.4716	50	\$23.58
3.1.11	.22 caliber long rifle, 40 grain soft point ammunition, Federal or Remington brand 510, or Equal	Federal 510 \$262.00 per case of 5000 rds	per round	0.0524	50	\$2.62

Exhibit A - Pricing Page
West Virginia Division of Natural Resources
Firearms Ammunition

3.1.12	.380 caliber ammunition 90 grain, Speer brand Load Number 53606, Gold Dot Hollow Point bullet, or Equal	Speer 53606 \$355.27 per case of 1000 rds	per round	0.35527	50	\$17,7635
3.1.13	.380 caliber ammunition 95 grain, Speer brand TMJ practice round, Load Number 53608, or Equal	Speer 53608 \$302.87 per case of 1000 rds	per round	0.30287	50	\$15,1435
3.1.14	9mm ammunition 124 grain, Speer brand TMJ Load Number 53651, practice round, or Equal	Speer 53651 \$235.80 per case of 1000 rds	per round	0.2358	2,000	\$471.60
3.1.15	9mm ammunition 124 grain, P9HST3 Federal 124G HST-P, or Equal.	Federal P9HST3 \$365.75 per case of 1000 rds	per round	0.36575	1,000	\$365.75
TOTAL BID AMOUNT:						\$137,858.0974

Lead time is 9-24 months. Lead time may vary depending on market and demand. Must order by the case. Minimum order for drop ship is 3 cases. Drop Ship only.

Vendor Name Kiesler Police Supply Inc. Signature Brittany A. Z. Gardner Date 7/25/22

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Kiesler Police Supply Inc.

Authorized Signature: Brittany A.L. Girdler Date: 7/25/2022

State of Indiana

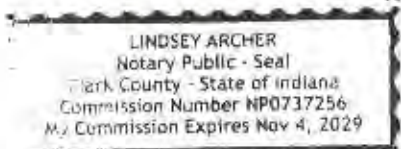
County of Clark, to-wit:

Taken, subscribed, and sworn to before me this 25 day of July, 2022

My Commission expires Nov 4, 2029, 2029.

AFFIX SEAL HERE

NOTARY PUBLIC Lindsey Archer





Sales Quote

KIESLER POLICE SUPPLY
 2802 SABLE MILL RD
 JEFFERSONVILLE, IN 47130

Bill-to Customer

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 PROCUREMENT DEPARTMENT
 SOUTH CHARLESTON, WV 25309

Ship-to Address

Your Reference

Bill-to Customer No. L07448
 Tax Registration No.

Salesperson
 Email
 Home Page
 Phone No. BRITTANY GIRDLES

No. Q133595
 Document Date July 25, 2022
 Due Date August 24, 2022
 Payment Terms
 Payment Method
 Tax Identification Type Legal Entity
 Shipment Method

ARFQ 0310 DNR230000001 / AMMUNITION

LEAD TIME IS 9-24 MONTHS DEPENDING ON MARKET AND DEMAND. MUST ORDER BY THE CASE. MINIMUM ORDER FOR DROP SHIP IS 3 CASES. DROP SHIP ONLY

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	ARFQ 0310 DNR230000001 / AMMUNITION LEAD TIME IS 9-24 MONTHS DEPENDING ON MARKET AND DEMAND. MUST ORDER BY THE CASE. MINIMUM ORDER FOR DROP SHIP IS 3 CASES. DROP SHIP ONLY	1	EACH	0.00	0
FEDER45HST2	FEDERAL 45ACP HST 230 GRAIN JACKETED HOLLOW POINT 1000RDS/CASE, 50RDS/BOX (RAQHQ)	26	CASE	450.84	11,716.84
SPEER53653	SPEER LAWMAN 45AUTO 230 GRAIN TOTAL METAL JACKET ROUND NOSE, 1000RDS/CASE, 50RDS/BOX (ARTCL)	204	CASE	365.75	74,613
FEDF1223A	FEDERAL TACTICAL TRU 223REM 55 GRAIN HI-SHOK SOFT POINT 500RDS/CASE, 20RDS/BOX (LQRTM)	105	CASE	292.39	31,578.12
FEDAL223	FEDERAL AMERICAN EACH 223REM 55 GRAIN FULL METAL JACKET BOAT TAIL 500RDS/CASE, 20RDS/BOX (LCAH)	72	CASE	219.03	15,770.16
FEDELE12700	FEDERAL 12GA HI POWER DO BUCK 500/BOX 2500/CASE (CKOC1)	3	CASE	165.85	4,975.5
FEDELEB127PS	FEDERAL TCTL TRUBALE 12GA 23/4 SLUG	12	CASE	170.40	2,044.8



No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
	250RD CS 50BX OF 5EA (CTALH)				
FEDETGL12/75	FEDERAL 12GA TARGET LOAD 7.5 SHOT CASE OF 250RDS BOXES OF 25RDS 10 BOXES PER CASE (HKEE)	1	CASE	82.32	82.32
FEDEGM308M/500	FEDERAL GM 308WIN 16BGR SMK BTHP 500RD CASE, 25BX OF 20EA (RKREC)	1	CASE	466.36	466.36
PART NUMBER	FEDE308A FEDERAL 308WIN 150GR POWER-SHOK SP 200RD CASE, 10BX OF 20EA (GHLRK)	1	CASE	179.14	179.14
FEDEP38HS1G	FEDERAL PREMIUM HYDRA-SHOK 385PL HP 129 GRAIN JACKETED HOLLOW POINT 1000RDS/CASE, 50RDS/BOX (RKMCO)	1	CASE	471.60	471.60
FEDE510	FEDERAL 22LR CHAMPION LIGHTNING 40GR SOLID 5000RU/CASE (LKKCE)	1	CASE	262.00	262.00
SPEER53606	SPEER GOLD DOT 380AUTO 90 GRAIN HOLLOW POINT 1000RDS/CASE, 50RDS/BOX (ARKVL)	1	CASE	355.27	355.27
SPEER53608	SPEER LAWMAN 380ACP 95 GRAIN TOTAL METAL JACKET ROUND NOSE, 1000RDS/CASE, 50RDS/BOX (LRRMT)	1	CASE	302.87	302.87
SPTT35365T	SPEER LAWMAN 9MM 124 GRAIN TOTAL METAL JACKET ROUND NOSE, 1000RDS/CASE, 50RDS/BOX (LMMKM)	2	CASE	235.80	471.60
FEDEP4HST3	FEDERAL 418T 9MM 124GRAIN HP JACKETED HOLLOW POINT 1000RDS/CASE, 50RDS/BOX (AKTCL)	1	CASE	365.75	365.75
FORMAT BRITTANY	QUOTED BY BRITTANY GIRDLER KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS BGIRDLER@KIESLER.COM	1	CASE	0.00	0
Amount Subject to Sales Tax				0.00	
Amount Exempt from Sales Tax				140,006.43	
Subtotal					140,006.43
Total Tax					0.00
Total \$ Incl. Tax					140,006.43
Tax Amount					0.00



KIESLER POLICE SUPPLY PFL# 4-35-019-11-1M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee.

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.