



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

Request for Quotation

RFQ NUMBER
DPS1020

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT 304-558-2544

VENDOR

*319095428 804-323-1855
 SOUTHERN POLICE EQUIPMENT
 7609 MIDLOTHIAN TURNPIKE

 RICHMOND VA 23235

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/16/2009	Net 30	Best Way	Destination	Prepaid
BID OPENING DATE: 01/06/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-52	699.50	41,970.00
				45 CALIBER PISTOLS	②	
				OPEN-END CONTRACT TO PROVIDE 45 CALIBER PISTOLS FOR THE WEST VIRGINIA STATE POLICE, PER THE SPECIFICATIONS.		
				EXHIBIT 3		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 00/00/0000, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.		
				UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.		
				RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.		

RECEIVED
 205 JAN-6 A 8:14
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	800-542-5243	01-04-2010	
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE	
	52-0939316		

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



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 SOUTHERN POLICE EQUIPMENT
 7609 MIDLOTHIAN TURNPIKE
 RICHMOND VA 23235

FLOOR

SHIP TO

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12/16/2009	Net 30	Best way	Destination	Prepaid
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	800-542-5243	01-04-2010
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
	52-0939316	

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



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BID OPENING DATE: 01/06/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						
***** THIS IS THE END OF RFQ DPS1020 ***** TOTAL:						<u>41,970.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	800-542-5243	01-04-2010	
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE	
	52-0939314		

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

The West Virginia State Police, hereinafter agency wishes to establish an Open End Contract for the purchase of pistols for assignment to its uniform members. The pistols procured under this contract will become the standard issued sidearm for all uniform Troopers throughout the State of West Virginia.

I. General Specifications

Smith and Wesson Model 4566TSW or equal

Caliber:	45ACP
Action:	Traditional Double Action
Frame Material:	Forged Stainless Steel
Slide Material:	Forged Stainless Steel
Magazine Capacity:	8+1
Barrel Length:	4.25 inches
Hammer:	.260" Bobbed
Trigger:	.305" Smooth
Front Sight:	Night Sight
Rear Sight:	Novak Lo-Mount Fixed Night Sight
External Safety:	Spring-Loaded, De-cock only
Grips:	Curved or Straight Back Strap Grips
Weight:	39.1 ounces
Overall Length:	7 7/8"

Finish: Satin Stainless Steel

Features

- A. Slide mounted spring loaded de-cocking lever**
- B. Fixed Novak Night Sights**
- C. Stainless Steel guide rod**
- D. Bobbed hammer**
- E. Optional curved and straight grips**
- F. Steel disconnecter**
- G. CHP Magazine removal cut on bottom of front strap**
- H. WVT0000 Serial number range**
- I. No Checkering on front of trigger guard**
- J. 8 round magazine capacity**
- K. 3 magazines per gun**
- L. Master Lock pistol lock and padded pistol case with each pistol**
- M. Loaded chamber indicator**
- N. Checkered front strap of grip**
- O. Equipment rail capable of accommodating Streamlight M5**

Laser Engraving

On the left side of slide

**Pistol Manufacturers Logo (Left)
West Virginia State Police (Middle)**

WVSP Patch (Right)

On the right side of slide

West Virginia State Police

OTHER

**DUE TO OFFICER SAFETY REASONS, THE WEAPONS
PURCHASED UNDER THIS CONTRACT MUST BE ABLE TO
ACCOMMODATE THE AMMUNITION CLIPS OF THE SMITH &
WESSON 45 CALIBER MODEL 4566 TSW PISTOL.**

Delivery and Warranty

All pistols procured under this contract must be delivered to the agency within (90) days of the order date.

All pistols shall be shipped F.O.B. Destination.

All pistols must carry a complete, one year, manufacturers warranty covering any and all defects. The agency will be responsible for all shipping cost associated with the malfunctioning weapon to the designated place of repair and the vendor will be responsible for the cost of return shipping to the agency.

Piggyback clause

Any other authorized State of West Virginia Agency permitted to carry weapons on their normal course of business, or any other County or Municipality of the State of West Virginia will be permitted to purchase weapons from this contract.

Bid Form DPS 1020

DPS 1020		BID OPENING:		
Item #	Description	*Estimated Annual Quantity	Unit Price	Extended Price
1.	Smith & Wesson Model 4566TSW or equal	60	\$ 699.50	\$ 41,970.00
Failure to use this form may result in disqualification.			Total	\$ 41,970.00
Bidder / Vendor Information:				
Name: <u>Southern Police Equipment</u>				
Address: <u>7609 Midlothian Turnp</u>				
<u>Richmond, VA. 23235</u>				
Phone #: <u>800-542-5243</u>				
Email Address: <u>john@southernpoliceequipment.com</u>				
Contact Coordinator Information:				
Name: <u>John Crosby</u>				
Address: <u>7609 Midlothian Turnp</u>				
<u>Richmond, VA 23235</u>				
Phone #: <u>800-542-5243</u>				
Email Address: <u>John@southernpoliceequipment.com</u>				
*Quantities are estimated annual usage for bidding purposes and bidder's information.				

RFQ No. DPS 1020

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Southern Police Equipment

Authorized Signature: [Signature] Date: 01-04-2010

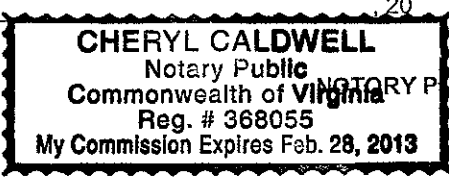
State of Virginia

County of Chesterfield, to-wit:

Taken, subscribed, and sworn to before me this 4 day of ^{Jan} ~~December~~, 2010

My Commission expired _____ 20____

AFFIX SEAL HERE



[Signature]

VENDOR PREFERENCE CERTIFICATE

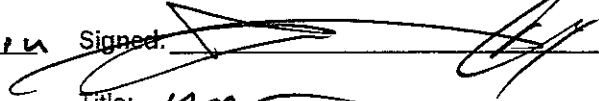
Certification and application* is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts) **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 N/A Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 N/A Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 N/A Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **N/A** **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 N/A Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **N/A** **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Southern Police Equip Signed: 
 Date: 01-04-2010 Title: mgr

*Check any combination of preference consideration(s) indicated above which you are entitled to receive.