



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
DPS1107

PAGE
1

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

PROPERTY

RFQ COPY

TYPE NAME/ADDRESS HERE

BERETTA U.S.A. CORP.
17601 BERETTA DRIVE
ACCOKEEK, MARYLAND
20607

SHIP TO

WEST VIRGINIA STATE POLICE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
10/06/2010				

BID OPENING DATE: 11/04/2010	BID OPENING TIME: 01:30PM
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	750	EA		680-52	\$522 ⁰⁰	\$392,047.50 \$392,047.50
				OPEN END CONTRACT		
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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.						
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.						

RECEIVED
 2010 NOV -4 A 9:17
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE: <i>[Signature]</i>	TELEPHONE: 301-283-2181	DATE: 11/3/10
FEIN: 22-1898352	ADDRESS CHANGES TO BE NOTED ABOVE	

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE	DATE
FILE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>REV. 05/26/2009</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON OCTOBER 19, 2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREE, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING</p>						

SIGNATURE		TELEPHONE	DATE
FEIN 5544	ADDRESS CHANGES TO BE NOTED ABOVE		

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10/06/2010				

BID OPENING DATE: 11/04/2010 BID OPENING TIME: 01:30PM

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<p>CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

SIGNATURE		TELEPHONE	DATE
FILE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/06/2010				

BID OPENING DATE: 11/04/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER: -----				TL/FILE 32 -----		
RFQ. NO.: -----				DPS1107 -----		
BID OPENING DATE: -----				11/04/2010 -----		
BID OPENING TIME: -----				1:30 PM -----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
<u>301-375-7077</u>						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
<u>JEFFREY REID</u>						
***** THIS IS THE END OF RFQ DPS1107 ***** TOTAL:						<u>\$392,047.50</u>

SIGNATURE			SEE REVERSE SIDE FOR TERMS AND CONDITIONS			TELEPHONE			DATE		
FILE			FIRM			ADDRESS CHANGES TO BE NOTED ABOVE					

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The West Virginia State Police are soliciting competitive bids for the purchase of Smith and Wesson 4566TSW pistols or equal. The award of this purchase will be based on the low bid that meets the following specifications.

The minimum number of weapons to be purchased will be seven hundred fifty (750)

GENERAL SPECIFICATIONS for EACH PISTOL

Vendor will check YES or NO if can provide the listed specification

- 1. Pistol will be a Smith and Wesson model 4566TSW or equivalent chambered in 45 Auto
YES X NO *BERETTA A4 F. version*
- 2. Pistol frame material will be constructed of stainless steel with a black melonite finish
YES NO X *Polymer*
- 3. Pistol will have a integral light rail machined into frame to accept the Stream Light TLR-1 (standard rail)
YES X NO
- 4. Pistol must be capable of double and single action modes of fire
YES X NO
- 5. Pistol must have a magazine removal cut on the bottom of front strap
YES X NO *COMPATIBLE WITH REMOVABLE*
- 6. Pistol must have a beveled magazine well opening to facilitate magazine insertion
YES X NO *CR30*
- 7. Pistol must have a 0.260 to 0.270 inch wide bobbed hammer
YES X NO
- 8. Pistol must have a 0.305 to 0.315 inch wide trigger with a smooth rounded surface
YES X NO
- 9. Pistol must be equipped with a spring loaded decocking lever
YES X NO *integrated to the hammer which is spring loaded*
- 10. Pistol must have checkering at approximately seventeen (17) to twenty (20) lines per inch on the front strap of the grip frame
YES X NO
- 11. Pistol must have a smooth surface on the front of the trigger guard
YES X NO *Reinforced Polymer*
- 12. Pistol must have a stainless steel guide rod
YES NO X *Polymer*
- 13. Pistol must have a steel disconnect — ?
YES X NO *IF "disconnector" = mag. disconnect yes.*
- 14. Pistol must be equipped with a magazine disconnect. This prevents the pistol from firing even if a cartridge is in the chamber with the magazine removed
YES X NO ** Yes.*
- 15. Pistol will have a loaded chamber indicator on the top of the barrel chamber area
YES NO X
- 16. Pistol must have an overall length of 7 7/8 to 8 inches and 4 to 4 1/8 inch barrel length ~~7 1/2 to 8 1/2~~
YES X NO
- 17. Pistol must be equipped with a fixed front night sight and rear low-mount night sight-fixed
YES NO X *Night sights - both are moveable*
- 18. Pistol will include three (3) magazines with an eight (8) to Nine (9) round capacity
YES X NO *29 round capacity!*

** Can be provided with this feature on special request.*

JMK

ENGRAVING SPECIFICATIONS

- 1. The pistol slide will be laser engraved on the **left side** of the slide with the manufacturer's Logo, "West Virginia State Police" name, and West Virginia State Police Shoulder Patch. YES NO
- 2. The pistol will be laser engraved on the **right side** of the slide with "West Virginia State Police" name only. YES NO

WARRANTY and TRAINING

Along w/ model name which can be deleted on request

- 1. Vendor will provide a lifetime service policy on all components to include parts and labor at no charge to the West Virginia State Police YES NO *5 year warranty*
- 2. Vendor will provide armorer training by a factory certified instructor for six (6) West Virginia State Police personnel. No outside contract instructors will be accepted. This course must be held at the WV State Police Academy located at 135 Academy Drive, Dunbar, WV 25064 or at the factory.

INTEROPERABILITY

- 1. The pistol bid must interchange magazines with the existing Smith and Wesson model 4566TSW pistol currently carried by the WV State Police. This will allow uniformity during the transition period for safety reasons. YES NO
- 3. The pistol bid must correctly fit in the existing Safariland holsters and the magazines bid must fit existing single stack magazine pouches. YES NO
- 3. To prevent transition training the fire control system must be the same as the existing Smith and Wesson model 4566TSW YES NO

Swamp Breath System is used

SHIPPING

Bid price of weapons will include shipping costs to the West Virginia State Police. Weapons are to be shipped to: WV State Police Procurement Division, 4124 Kanawha Turnpike, South Charleston WV 25309. Weapons will be received Monday-Friday between the hours of 8:00 A.M. and 4:00 P.M. Initial order of weapons must be received by January 14, 2011.

This will be awarded to the vendor with the lowest bid meeting all of the specifications.

ANY QUESTIONS REGARDING THESE SPECIFICATIONS NEED TO BE DIRECTED TO THE WV STATE PURCHASING DIVISION

END OF SPECIFICATIONS



Bid Form DPS 1107

DPS 1107		BID OPENING:		
Item #	Description	*Estimated Annual Quantity	Unit Price	Extended Price
1.	<i>BERETTA Px4 SD</i> Smith & Wesson Model 4566TSW pistols Or Equal	Initial purchase of 750	\$	\$
Failure to use this form may result in disqualification.			Total	\$
Bidder / Vendor Information: Name: <u>BERETTA U.S.A. CORP.</u> Address: <u>17601 BERETTA DRIVE</u> <u>ACACREEK, MD 20607</u> Phone #: <u>301-283-3191</u> Email Address: <u>jreh@berettausa.com</u>				
Contact Coordinator Information: Name: <u>JEFF REH</u> Address: <u>Same</u> Phone #: _____ Email Address: _____				
*Quantities are estimated annual usage for bidding purposes and bidder's information.				

RFQ No. DPS 1107

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 owed 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 exceed 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: BERETTA U.S.A. CORP.

Authorized Signature: [Signature] Date: 11/3/10

State of Maryland

County of Prince George's to-wit:

Taken, subscribed, and sworn to before me this 3rd day of November, 2010.

My Commission expires 2-13-2012, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC Lillian Marie Callahan

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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: BERETTA U.S.A. Corp Signed: [Signature]
 Date: 11/3/10 Title: Vice-Gm

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

Px4 STORM PISTOL



BERETTA

500 YEARS. ONE PASSION.



Px4 Storm
Individualized Performance™

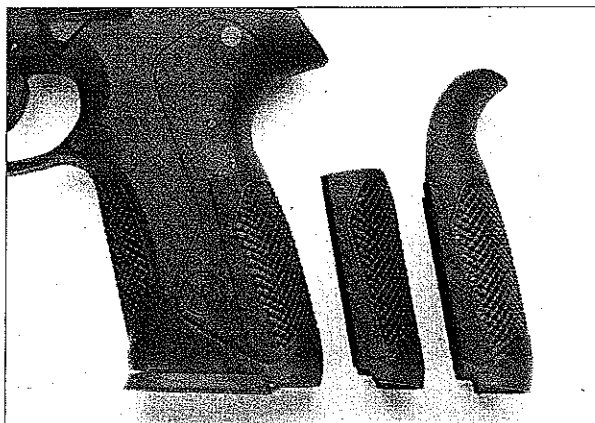
OUTSTANDING INDIVIDUALIZED PERFORMANCE
The **Beretta Px4 Storm** pistol is the most advanced expression of technological and aesthetic features in a semiautomatic sidearm. Built around a modular concept that a pistol should adapt to different needs and modes of operation without compromising on performance, the Px4 Storm emphasizes power, ergonomics, ease of handling, and the renowned Beretta reliability.

Available in three calibers (9 mm, .40S&W and .45 ACP), the Px4 Storm uses an exclusive Beretta innovative locked breech with rotating barrel system, the strongest action to date. The light, yet durable, frame employs modern thermoplastic technology through the use of technopolymer-reinforced fiberglass.

TECHNICAL DATA	
Available Calibers	9x19 mm .40 S&W .45 ACP
Magazine Capacity	17 rounds (9mm) 14 rounds (.40 S&W) 9 rounds (.45 ACP)
Overall Length	7.55 in.
Overall Height	5.51 in.
Overall Width	1.42 in.
Grip Width	1.18 in.
Barrel Length	4.02 in.
Sight Radius	5.75 in.
Weight Unloaded	27.69 oz.
Sights	3-dot Standard with Superluminova

Configured with small, medium, or large back straps (included), and three different sized magazine release buttons (optional), this modular structure, the ergonomics, and interchangeability of parts make the Px4 Storm ideal for law enforcement use.

For the law enforcement agency looking for the pistol that will enhance the performance of each shooter, the Px4 in Constant Action will be the sidearm of choice. With shorter trigger travel and lighter trigger pull, this DAO variant simplifies the operation, decreases the reaction times, and will improve the proficiency of the operator.



No tools are required to replace the interchangeable back strap and create an individualized fit for the user.

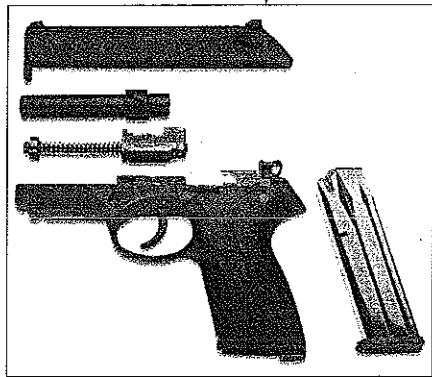
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OPERATING SYSTEMS	
Px4 Storm F	Single/double action. Ambidextrous manual safety on the slide with hammer decocking function, automatic firing pin block safety.
Px4 Storm G	Single/Double action. Ambidextrous manual lever on the slide with hammer decocking function with return of lever to firing position, automatic firing pin block safety. (Available to law enforcement only.)
Px4 Storm D	Double action only pistol with the same trigger pull on each shot fired; spurless hammer; automatic firing pin block safety. (Available to law enforcement only.)
Px4 Storm C	Constant action only. Double action only variant with shorter trigger travel and lighter trigger pull. (Available to law enforcement only.)

1. Picatinny rail (MIL-STD-1913): Integrated rail allows rapid attachment of tactical lights and laser aiming devices.

2. Slide: The sides of the slide are smooth and offer snag-proof insertion and removal of the pistol from its holster. The front and rear serrations on the slide facilitate slide operation and safety control in moist conditions.

3. Visible Automatic Firing Pin Block: The firing pin is blocked from any forward movement until the trigger is pulled completely back. Even if the pistol falls and strikes the ground, muzzle down, the firing pin will not strike the primer.

4. Superluminova Sights: The high definition 3-dot sight system is coated in Superluminova®, a special photosensitive material. Short exposure to a light source, is enough to ensure long lasting luminescence of up to 30 minutes. Rear and front sights can be removed for replacement with other types of sights.

5. Ambidextrous Safety: Easily accessible by the thumb of a right- or left-handed shooter, it is spring-loaded so it's either positively "on" or positively "off." (Does not apply to Type C, D, or G models.)

6. Decocking lever: The manual safety/hammer decocking lever (type F) and the hammer decocking lever (type G) is positioned on both sides of the slide for easy access by all shooters. The model G decocking lever can be replaced with a low profile (stealth) configuration to further reduce the overall dimensions of the slide.

7. Individual Size Grips: Pistol may be configured with small, medium, or large back straps to individually fit the hand of each shooter. (Included)

8. Magazine capacity: Increased to hold up to 17 rounds 9mm and 14 rounds .40 S&W. Optional 3 round extension available for each caliber.

9. Reversible Magazine Release: Multiple-sized, reversible magazine release buttons allow for customization to the individual's hand size. Small size comes standard on the gun. Medium and large buttons are also available for easy replacement. Each size can be positioned for right-handed or left-handed use.

10. No Glare Finish: Beretta's exclusive Bruniton non-reflective matte black finish is a superior corrosion-resistant coating.

11. Simple Field Stripping: Pistol is designed for extremely quick and simple field-stripping. Reassembly is easy and accidental misassembly of parts is prevented by the distinctive design.