



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
DPS1004

PAGE
1

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

VENDOR TO

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Sig Sauer, Inc.  
 18 Industrial Drive  
 Exeter, NH 03833

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
09/08/2009	NET 30	Best Way		

BID OPENING DATE: 09/24/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO ANSWER VENDOR QUESTIONS PER THE ATTACHED DOCUMENTATION, AND EXTEND THE BID OPENING DATE FROM 9/17/09 TO 9/24/09.						
REVISED BID OPENING DATE: 9/24/2009; 1:30 PM						
NO ADDITIONAL QUESTIONS WILL BE ACCPETED						
0001	1	LS		680-52		
						RECEIVED 2009 SEP 23 A 10:14 PURCHASING DIVISION STATE OF WV
***** THIS IS THE END OF RFQ DPS1004 *****						TOTAL: \$518,794.00
						After trades, for rifles only as described in attached quotation

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Beth O'Brien for Mike Goffone</i>	TELEPHONE 910-409-1867	DATE 09/22/09
TITLE LE Sales Administrator	FEIN 02-0528156	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. All quotations are governed by the **West Virginia Code** and the **Legislative Rules** of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services
7. Interest may be paid for late payment in accordance with the **West Virginia Code**.
8. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **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.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy "

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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**304-558-2544**

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Sig Sauer, Inc.  
 18 Industrial Drive  
 Exeter, NH 03833

WEST VIRGINIA STATE POLICE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/31/2009	NET 30	Best Way		

BID OPENING DATE: **09/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-52		
<p>GUNS, POLICE</p> <p>OPEN-END CONTRACT TO PROVIDE POLICE RIFLES FOR THE WEST VIRGINIA STATE POLICE, PER THE SPECIFICATIONS.</p> <p>NOTE: VENDORS SHOULD VIEW THE TRADE-IN GUNS PER THE INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS.</p> <p>DELIVERY: DELIVERY MUST BE MADE BY JANUARY 4, 2010. ALL DELIVERY COSTS SHALL BE INCLUDED IN THE BID PRICING, LISTED ON THE BID FORM.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... 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.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Ruth O'Brien for Mike Justice* TELEPHONE: 910-409-1867 DATE: 09/22/09  
 TITLE: LE Sales Administrator FEIN: 02-0528156 ADDRESS CHANGES TO BE NOTED ABOVE

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



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**JOHN ABBOTT**  
**304-558-2544**

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Sig Sauer, Inc.  
 18 Industrial Drive  
 Exeter, NH 03833

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
08/31/2009	NET 30	Best Way		

BID OPENING DATE: **09/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <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>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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bob O'Brien for Mike Tortuso</i>	TELEPHONE 910-409-1867	DATE 09/22/09
TITLE LE Sales Administrator	FEIN 02-0528156	ADDRESS CHANGES TO BE NOTED ABOVE

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 Department of Administration  
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 2019 Washington Street East  
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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN ABBOTT**  
**304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

Sig Sauer, Inc.  
 18 Industrial Drive  
 Exeter, NH 03833

WEST VIRGINIA STATE POLICE

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

DATE PRINTED <b>08/31/2009</b>	TERMS OF SALE <b>NET 30</b>	SHIP VIA <b>Best Way</b>	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>09/17/2009</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>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.</b></p> <p><b>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.</b></p> <p><b>REV. 05/26/2009</b></p> <p><b>EXHIBIT 4</b></p> <p><b>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.</b></p> <p><b>REV. 3/88</b></p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="text-align: center;"><b>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Beth O'Brien for Mike Tortore</i>	TELEPHONE <b>910-409-1867</b>	DATE <b>09/22/09</b>
TITLE <b>LE Sales Administrator</b>	FAX <b>02-0528156</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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4

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VENDOR

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Sig Sauer, Inc.  
 18 Industrial Drive  
 Exeter, NH 03833

SHIP TO

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

DATE PRINTED 08/31/2009	TERMS OF SALE NET 30	SHIP VIA Best Way	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 09/17/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: JOHN ABBOTT (32) RFQ. NO.: DPS1004 BID OPENING DATE: 9/17/2009 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----603-772-1481-----  CONTACT PERSON (PLEASE PRINT CLEARLY): - Mike Fortune, Regional Sales Mngr 910-409-1867 - Beth O'Brien, LE Sales Administrator 603-686-5612						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Beth O'Brien</i>	TELEPHONE 910-409-1867	DATE 09/22/09
TITLE LE Sales Administrator	FEBY 02-0528156	ADDRESS CHANGES TO BE NOTED ABOVE

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**5**

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**304-558-2544**

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Sig Sauer, Inc.  
 18 Industrial Drive  
 Exeter, NH 03833

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08/31/2009	NET 30	Best Way		
BID OPENING DATE: 09/17/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DPS1004 ***** TOTAL :						\$518,794.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Bob O'Brien for Mike Fortune* TELEPHONE: 910-409-1867 DATE: 09/22/09  
 TITLE: LE Sales Administrator FEIN: 02-0528156 ADDRESS CHANGES TO BE NOTED ABOVE

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Public Safety Sales  
 18 Industrial Drive  
 Corporate Park  
 Exeter, NH 03833  
 (603) 418-8190 Office  
 (603) 772-1481 Fax

## QUOTATION

AGENCY: West Virginia State Police  
 ADDRESS: 4124 Kanawha Turnpike  
 CITY/STATE/ZIP: South Charleston, WV 25309  
 ATTENTION: John Abbott  
 PHONE: 304-558-2544  
 FAX:

DATE: 09/22/09  
 VALID TO: 12/22/09  
 QUOTE #: 09-MF-DSP1004-01  
 MANAGER: Mike Fortune

ITEM	QTY	DESCRIPTION	PRICE	EXTENSION
1	725 (+/-)	SIG Model 556 SWAT Rifle, Gas Piston Operated Semi-Automatic Rifle, 5 56mm NATO caliber, 1:7" Twist, Steel Receiver with M1913 Picatinny Rail, Black Hard Coat Anodized Alloy Trigger Casing, 2 Position Gas Valve, 2 Position Ambi Safety Swiss Style Folding Adjustable Butt Stock, Hooded Front Sight, Rotatry Diopter Rear Sight, One (30) Round Magazine, Hard Case, Cable Lock Instruction Manual. Alloy Picatinny Quad Rail Forend with rubber hand guards. 16" Barrel <i>Model Number: SIG556407</i>	\$ 999.00	\$ 724,275.00
<b>TRADES</b>				
2	42 (+/-)	Remington 870. 12 Ga Shotguns	\$ 116.50	\$ 4,893.00
3	62 (+/-)	S&W 380 Pistols	\$ 136.50	\$ 8,463.00
4	43 (+/-)	Sig Sauer P229 Pistols	\$ 375.00	\$ 16,125.00
5	22 (+/-)	Colt M-16 (transferrable)	\$ 8,000.00	\$ 176,000.00
Trades Total				\$ 205,481.00
Order Total				\$ 518,794.00

DELIVERY: 120 Days, ARO

TERMS: Net 30 Days - No further discounts.

TRADES: The agency understands trade-in firearms must be in working condition, and will be shipped with the type and number of magazines specified. SIG SAUER will reduce the trade value by \$15 per missing magazine. Damaged, non-functional firearms or firearms with missing parts will incur a 50% decrease in the quoted value. The agency agrees to forward trades to SIG SAUER or the named Distributor within 60 days of receipt of new product. The agency further understands SIG SAUER or the Distributor will sell the traded weapons in full compliance with federal, state and local laws.

CLASS III TRADES: Do NOT send Class III restricted weapons (select fire rifles or short barrel shotguns & rifles) to SIG SAUER. Per BATF, the weapons will be destroyed and the agency will receive no credit. SIG SAUER will prepare a separate CLASS III bid and shipping instructions.

INSTRUCTIONS: The agency must provide a Purchase Order or Agency Letterhead stating the pistols/rifles are being purchased for official use. Additionally, an endorsed Federal Excise Tax (FET) Exemption Certificate must accompany the purchasing document. Please fax these documents and a Copy of this Quotation to (603) 772-1481.

Manager's Name: Mike Fortune  
 Phone Number: 910-4091867

SIG SAUER is an ISO 9001 : 2000 Certified Company, Manufacturing in Exeter, New Hampshire





## **LIMITED LIFETIME WARRANTY**

“SIG SAUER warrants that this firearm was manufactured to be free of defect in materials, workmanship and mechanical function. SIG SAUER agrees to correct any defect in this firearm for the original purchaser by repair, adjustment or replacement at SIG SAUER option, with the same or comparable quality components. This limited warranty is null and void if the firearm has been damaged by accident or has been used in a manner otherwise contrary to instructions found in the Owner’s Manual, has been improperly maintained or has had unauthorized repairs or alterations, including of a cosmetic nature. This limited warranty does not apply to normal wear and tear or for consumable items.”



## LAW ENFORCEMENT AGENCY ORDERING INSTRUCTIONS

To purchase pistols and rifles directly from SIG SAUER, the agency must provide

- 1) signed **Purchase Order** or **Agency Letter** stating the pistols / rifles are being purchased for official use and are not intended for resale
- 2) **endorsed Federal Excise Tax (FET) Certificate**, signed by a "person with authority" (*normally the Chief of Police, Sheriff or Purchasing Agent*)
- 3) a **copy of the quotation**

Please fax all three (3) documents to **(603) 772-1481** or mail to:

Public Safety Sales  
SIG SAUER, Inc.  
18 Industrial Drive  
Exeter, NH 03833

**Agency trades**, if any, must be forwarded to SIG SAUER or the named Distributor within 60 days of receipt of new product. After 60 days, **1 ½%** of the trade value will be deducted from the Agency credit, increasing **1 ½%** every 30 days. Trades must be in working condition, and shipped with the type and number of magazines specified. SIG SAUER will reduce the trade value by \$15 per missing magazine. Defective, non-working firearms or firearms with missing parts, will incur a 50% decrease from the quoted trade value. The Agency further understands SIG SAUER or the Distributor will sell the traded weapons in full compliance with federal, state and local laws.

Officers may purchase agency duty trade-in pistols directly from the agency at the indicated trade value. Such transactions should utilize a local Federal Firearms Licensed (FFL) Dealer to transfer the firearm from the agency to the officer. The FFL dealer may charge a nominal fee for this service. If officers wish to purchase their duty weapon, please instruct the officer to acquire a money order in the quoted trade-in amount payable to SIG SAUER, Inc. The agency may collect the funds and mail to SIG SAUER, Inc. with the final payment, in lieu of the trade-in pistols.

If additional information is required, please do not hesitate to call the quoting Regional Manager or SIG SAUER at (603) 418-8190.

**DEPARTMENT OF THE TREASURY**  
**BUREAU OF ALCOHOL, TOBACCO AND FIREARMS ENFORCEMENT**

**EXEMPTION CERTIFICATE**

(For use by States and Local Governments (Section 4221(a)(4) of the Internal Revenue Code) )

(Date) \_\_\_\_\_, 20 \_\_\_\_\_

I hereby certify that I am \_\_\_\_\_  
(Title of Officer)

of \_\_\_\_\_ that I am authorized to execute this certificate, and that:  
(State or Local Government)

(Check applicable type of certificate)

- The article or articles specified in the accompanying order, or on the reverse side hereof, (or)
- All orders placed by the purchaser for the period commencing \_\_\_\_\_  
(Date)  
and ending \_\_\_\_\_ (Date) (period not to exceed 12 calendar quarters),

are, or will be, purchased from \_\_\_\_\_ for the  
(Name of Manufacturer)

exclusive use of \_\_\_\_\_  
(Governmental Unit)

of \_\_\_\_\_  
(State or Local Government)

I understand that the exemption from tax in the case of sales or articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. I understand that fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

\_\_\_\_\_  
SIGNATURE  
(Must be executed and signed by an officer or employee authorized by the State or Local Government to execute and sign the certificate.)

\_\_\_\_\_  
ADDRESS

A sale of an article to a State or Local Government for resale is not considered to be sale for the "exclusive use" of the State or Local Government, within the meaning of Section 4221 (a)(4) of the Code, and, therefore, such sales may not be made tax-free. Such sales may not be made tax-free even if the resales are made to government employees, or the article is an item of equipment the employee is required to possess in carrying out his/her duties.