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\*130150746

SMITH & WESSONCORP

2100 ROOSEVELT AVENUE

SPRINGFIELD MA 01104

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

413-747-3627

# Request for Quotation DPS1004

DPS1004

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JOHN ABBOTT 304-558-2544

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WEST VIRGINIA STATE POLICE

ADDRESS CORRESPONDENCE TO ATTENTION OF

4124 KANAWHA TURNPIKE

SOUTH CHARLESTON, WV 25309 304-746-2141

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### 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."

### INSTRUCTIONS TO BIDDERS

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- **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

### ADDENDUM NO. 1

TO:

MR JOHN ABBOTT

WV STATE PURCHASING DIVISION

FROM:

1ST SGT, RICK PURSLEY

DATE:

SEPTEMBER 9, 2009

REF:

ADDENDUM TO DPS1004

This memorandum shall serve as an addendum regarding DPS1004, purchase of AR-15 Rifles for the WV State Police. The following items need to be addressed.

1. There was a question regarding the twenty-two (22) AR-15s that are currently owned by the WV State Police and the terminology used in the original specifications describing these weapons as "transferable registered". The response to this for clarification is this:

"These weapons were registered in 1968 with the ATF National Firearms ACT (NFA) Branch to the WV State Police. These rifles are what are known as "transferables" because a dealer registered as a Class II or Class III with the ATF can transfer (sell) these firearms to qualified individuals and other dealers. Any dealer obtaining these firearms will have to produce a current Class II or Class III license to take possession of the aforementioned weapons.

- 2. There has been a question regarding the gold engraving of the WVSP Shoulder Patch and serial numbers. It has come to our attention that gold engraving is not optional so the WV State Police is satisfied with a natural metal engraving.
- 3 Trade in Value of Weapons: The West Virginia State Police reserves the right not to trade the used weapons listed in the specifications IF it is determined that the vendor submitting the bid does not offer what the WVSP believes is a fair price for the trade ins.

THE REMAINDER OF THE SPECIFICATIONS REMAIN THE SAME;



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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Pay 50120 Post Office Box 50130 Charleston, WV 25305-0130

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JOHN ABBOTT	
304-558-2544	····

CORRESPONDENCE TO ATTENTION OF

\*130150746 413-747-3627 SMITH & WESSONCORP 2100 ROOSEVELT AVENUE SPRINGFIELD MA 01104

WEST VIRGINIA STATE POLICE

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

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

## Request for

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WEST VIRGINIA STATE POLICE

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

413-747-3627 \*130150746 SMITH & WESSONCORP 2100 ROOSEVELT AVENUE SPRINGFIELD MA 01104

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

### Request for Quotation

DPS1004

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

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### Request for Quotation

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RFQ NUMBER ... DPS1004

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FREIGHT TERMS

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actory	accessory mount mount of	725	\$	779.00	\$ 564,775.00
Armorer Kits		20	\$	0.00	\$ 0.00
Spare Parts Kit	, , , , , , , , , , , , , , , , , , ,	1	\$	0.00	\$ 0.00
Military Cleaning Kit	, , , , , , , , , , , , , , , , , , ,	725	\$	0.00	\$ 0.00
Cactical Sling		725	\$	0.00	\$ 0.00
Plastic Carrying Case		725	\$	0.00	\$ 0.00
OD Green Rapid Deploy	ment Bag	725	\$	0.00	\$ 0.00
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To: John Abbott, State of West Virginia Department of Administration,

**Purchasing Division** 

From: Ian O'Donnell, Smith & Wesson

Subject: RFQ# DPS1004

Date: 9/23/2009

Smith & Wesson cannot request preference per the Vendor Preference Certificate attachment on RFQ 1002 page 42. We did not include it in the bid submission because it is not applicable.

Sincerely,

Ian

Ian O'Donnell

Smith & Wesson Corp

2100 Roosevelt Ave

Springfield, MA 01102

413-747-3627

### STATE OF WEST VIRGINIA Purchasing Division

## PURCHASING AFFIDAVIT

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West Virginia Code §5A-3-10a provides that: 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.

# PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally CONFIDENTIALITY: 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.

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

minis and additional and additional and a second a second and a second a second and
vendor's Name: SMITH & WESSON CORP.  Nuthorized Signature: SMITH & WESSON CORP.  Nuthorized Signature: SR. V.P. SALES & MARKETING
SR. V.P. SALES & MARKETING
ourchasing Affidavit (Revised 01/01/09)



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

### Request for MARGANUMBER Quotation

SH-P TO

DPS1004

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JOHN	ABBOTT				
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<del>2014-:</del>	<u> 558-2544</u>				

413-747-3627 \*130150746 SMITH & WESSONCORP 2100 ROOSEVELT AVENUE

SPRINGFIELD MA 01104

WEST VIRGINIA STATE POLICE

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

ADDRESS CHANGES TO BE NOTED ABOVE

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To: John Abbott

From: Ian O'Donnell (Smith & Wesson)

Date: 9/24/09

Reference: WV State Bid # DPS1004

Pages: 12

Dear John,

Per our conversation I am faxing the WVSP Rifle bid # DPS1004

Please confirm receipt by calling me at the following number of you do not mind (413) 459-3124.

Thanks Again!

With best regards,

Ian Odonnell Smith & Wesson (413) 747-3627 desk (413) 731-8980 fax iodonnell@smith-wesson.com



\*130150746

SMITH & WESSONCORP 2100 ROOSEVELT AVENUE

SPRINGFIELD MA 01104

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

413-747-3627

Request for AMERICAN PROPERTY AND INC.

DPS1004

JOHN ABBOTT 304-558-2544

WEST VIRGINIA STATE POLICE

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

SHIP VIA F.O. 8 FREIQHT TERMS DATE PRINTED TERMS OF FALC 09/08/2009 BID OPENING TIME <u>01:30PM</u> BID OPENING DATE: 09/24/2009 ITEM NUVIEER AUDUNT UNIT PRICE QUANTITY UOP UNE ADDENDUM #01 THIS ADDENDUM IS ISSUED TO ANSWER VENDOR QUESTIONS PER THE ATTACHED DOCUMENTATION, AND EXITEND 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 680-52 LS 0001 GUNS, POLICE THIS IS THE END OF REQ DPS1004 \*\*\*\*\* TOTAL: \*\*\*\* SEE REVERBESIDE FOR TERMS AND CONDITIONS DATEG-Z3-01 LELAND NICHOLS 1500°531-0852 Ext 3389 ADDRESS CHANGES TO BE NOTED ABOVE 13-3386-737 sk.v.p. sales & mkgt.

### 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) Falls 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."

### 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

### ADDENDUM NO. 1

TO:

MR. JOHN ABBOTT

WV STATE PURCHASING DIVISION

FROM:

1<sup>ST</sup> SGT. RICK PURSLEY

DATE:

SEPTEMBER 9, 2009

REF:

ADDENDUM TO DPS1004

This memorandum shall serve as an addendum regarding DPS1004, purchase of AR-15 Rifles for the WV State Police. The following items need to be addressed.

1. There was a question regarding the twenty-two (22) AR-15s that are currently owned by the WV State Police and the terminology used in the original specifications describing these weapons as "transferable registered". The response to this for clarification is this:

"These weapons were registered in 1968 with the ATF National Firearms ACT (NFA) Branch to the WV State Police. These rifles are what are known as "transferables" because a dealer registered as a Class II or Class III with the ATF can transfer (sell) these firearms to qualified individuals and other dealers. Any dealer obtaining these firearms will have to produce a current Class II or Class III license to take possession of the aforementioned weapons.

- There has been a question regarding the gold engraving of the WVSP Shoulder
  Patch and serial numbers. It has come to our attention that gold engraving is not
  optional so the WV State Police is satisfied with a natural metal engraving.
- 3. Trade in Value of Weapons: The West Virginia State Police reserves the right not to trade the used weapons listed in the specifications IF it is determined that the vendor submitting the bid does not offer what the WVSP believes is a fair price for the trade ins.

THE REMAINDER OF THE SPECIFICATIONS REMAIN THE SAME;



\*130150746

SMITH & WESSONCORP 2100 ROOSEVELT AVENUE

SPRINGFIELD MA 01104

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

413-747-3627

# Request for

DPS1004

SOURCE LACE TO SOUR

JOHN ABBOTT 304-558-2544

WEST VIRGINIA STATE POLICE

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

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

## Request for MANAGEMENT AND THE PROPERTY OF THE

DPS1004

JOHN ABBOTT

304-558-2544

WEST VIRGINIA STATE POLICE

ANNO ADDRESS CORRESPONDENDES TO ANTENNON OFFERS

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

\*130150746 413-747-3627 SMITH & WESSONCORP 2100 ROOSEVELT AVENUE SPRINGFIELD MA 01104

DATE RAINTED TERMS OF SALE SHIP VIA 5.0.5 DB/31/2009 BID OPENING TIME 01:30PM BID OPENING DATE: 09/17/2009 ITEM NUMBER UNITARKE THINGUE ! AMOUNT 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 DRIGINAL 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 ITO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. 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 TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) 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. 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 WY-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. see reverse side for terms and conditions LELAND NICHOLS 800=331-0852 Ext 3389 ADDRESS CHANGES TO BE NOTED ABOVE

VP SALES & MARKETING 13-3386-737 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

413-747-3627

# Request for

DPS1004

JOHN ABBOTT 304-558-2544

WEST VIRGINIA STATE POLICE

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

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

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JOHN ABBOTT 304-558-2544

\*130150746 413-747-3627 SMITH & WESSONCORP 2100 RODSEVELT AVENUE

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4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV

304-746-2141 25309

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\*130150746

SMITH & WESSONCORP

SPRINGFIELD MA

2100 ROOSEVELT AVENUE

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

413-747-3627

### Request for Quotation

DPS1004

PAGE 5

JOHN ABBOTT

304-558-2544

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WEST VIRGINIA STATE POLICE

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

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	cription	*Estimated Annua Usage	ıl	Unit Price	Extended Price
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Armorer Kits		20	\$	0.00	\$ 0.00
Spare Parts Kit		1	\$	0.00	\$ 0.00
Military Cleaning Kit		725	\$	0,00	\$ 0.00
Tactical Sling		725	\$	0.00	\$ 0.00
Plastic Carrying Case		725	\$	0.00	s 0.00
OD Green Rapid Deploys	nent Bag	725	\$	0.00	\$ 0.00
esa: Tarde -ins - Lump :	Sum (LS)	1			<\$184,957.50 >
				Total	\$ 379.875.50
Name: Addrese:	SMITH & WESSON C 2100 ROOSEVELT A SPRINGFIELD MA O	VENUE	AND	NICHOLS	
Phone# : Emall Address:	800-331-0852 Ext	.,			
	Harristan da Baran B		開幕		
Contract Coordinator In	formation:				
Vame:	LELAND NICHOLS	SR. V.P. SALE	S.A.	MARKETING	
Address:	2100 ROOSEVELT A	VENUE			
mal Ad .	SPRINGFIELD MA 03 800-331-0852 Ext				
Phone#:	200-301-0005 EVE				

\* Quantities are estimated annual usage for bidding purposes and bidder's information



To: John Abbott, State of West Virginia Department of Administration,

Purchasing Division

From: Ian O'Donnell, Smith & Wesson

Subject: RFQ# DPS1004

Date: 9/23/2009

Smith & Wesson cannot request preference per the Vendor Preference Certificate attachment on RFQ 1002 page 42. We did not include it in the bid submission because it is not applicable.

Sincerely,

Ian

Ian O'Donnell
Smith & Wesson Corp
2100 Roosevelt Ave
Springfield, MA 01102

413-747-3627

BEO No	NDC1004	43
RFO No	DPS1004_	⊤∿

### STATE OF WEST VIRGINIA Purchasing Division

### PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

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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 commodifies 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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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 enlities.

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

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,

CMITH & WESSON CORP				
Vendor's Name: Sint III Con South		Doto	9-13-05	
Vendor's Name: SMITH & WESSON CORP. Authorized Signature:	SR. V.P. SALES	P WADKET	TNG	
Purchasing Affidavit (Revised 01/01/09)	SK. Y.F. SALES	ו באתחויו ש	711A	