



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

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

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   |               |          |        |               |

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

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| 0001   | 1        | LS  |        | 680-52      |            |        |
| <b>ADDENDUM #01</b><br><br>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.<br><br>REVISED BID OPENING DATE: 9/24/2009; 1:30 PM<br><br>NO ADDITIONAL QUESTIONS WILL BE ACCPETED |          |     |        |             |            |        |
| ***** THIS IS THE END OF RFQ      DPS1004 ***** TOTAL: _____   |          |     |        |             |            |        |

RECEIVED

2009 SEP 24 AM 10:47

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                    |                     |                                    |                 |
|------------------------------------|---------------------|------------------------------------|-----------------|
| SIGNATURE<br><i>Leland Nichols</i> | LELAND NICHOLS      | TELEPHONE<br>500-331-0852 Ext 3389 | DATE<br>9-23-09 |
| TITLE<br>SR.V.P. SALES & MKGT.     | FEIN<br>13-3386-737 | 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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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.*

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;**



State of West Virginia  
 Department of Administration  
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**DPS1004**

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

PURCHASER

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

SHIP TO

**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   |               |          |     |               |

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><b>GUNS, POLICE</b></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<br><i>Leland Nichols</i>        | NAME<br><b>LELAND NICHOLS</b> | TELEPHONE<br>800-331-0852 Ext 3389 | DATE<br><b>9-23-09</b> |
| TITLE<br><b>SR.V.P. SALES &amp; MKTG.</b> | FEIN<br>13-3386-737           | ADDRESS CHANGES TO BE NOTED ABOVE  |                        |

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# Request for Quotation

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| RFO NUMBER |
| DPS1004    |

|      |
|------|
| PAGE |
| 2    |

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|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| JOHN ABBOTT<br>304-558-2544            |

SMITH & WESSON CORP

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

WEST VIRGINIA STATE POLICE

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

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
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| 08/31/2009   |               |          |        |               |

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

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|---|----------|-----|--------|-------------|------------|--------|
|   |          |     |        |             |            |        |
| <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 | LELAND NICHOLS           | TELEPHONE | 800-331-0852 Ext 3389 | DATE                              | 9-23-09 |
| TITLE     | SR. VP SALES & MARKETING | FAX       | 13-3386-737           | ADDRESS CHANGES TO BE NOTED ABOVE |         |

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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VENDOR

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

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 |
| <b>08/31/2009</b>                   |               |                                 |        |               |
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| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER   | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|---|------------|--------|
|   |          |     |          | <b>BUILDING 15</b><br><b>2019 WASHINGTON STREET, EAST</b><br><b>CHARLESTON, WV 25305-0130</b> |            |        |
| THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:<br><br><b>SEALED BID</b>      |          |     |          |   |            |        |
| 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:<br><br>-----<br><b>413-739-8528</b><br>----- |          |     |          |   |            |        |
| CONTACT PERSON (PLEASE PRINT CLEARLY):  |          |     |          | LELAND NICHOLS  |            |        |
| -----<br>-----  |          |     |          |   |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                    |  |                                   |                    |                        |
|------------------------------------|--|-----------------------------------|--------------------|------------------------|
| SIGNATURE<br><i>Leland Nichols</i> | TITLE<br><b>SR. VP SALES &amp; MARKETING</b> | TELEPHONE<br><b>800-331-0852</b>  | Fax<br><b>3389</b> | DATE<br><b>9-23-09</b> |
| FAX<br><b>13-3386-737</b>          |  | ADDRESS CHANGES TO BE NOTED ABOVE |                    |                        |

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PAGE  
**5**

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R002M V

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

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

|                                     |               |                                 |        |               |
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| LINE   | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| ***** THIS IS THE END OF RFQ      DPS1004 ***** TOTAL: |          |     |         |             |            | _____  |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Leland Nichols*      LELAND NICHOLS      TELEPHONE: 800-331-0852 Ext 3389      DATE: 9-23-09

TITLE: SR VP SALES & MARKETING      FEIN: 13-3386-737      ADDRESS CHANGES TO BE NOTED ABOVE

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



| DPS1004 - AR15 Rifle Bid Form - BID OPENING: 09/17/2007   |  |              |                      |
|---|--|--------------|----------------------|
| Description   | *Estimated Annual Usage                    | Unit Price   | Extended Price       |
| AR 15 Rifle with 3, 30 Round Clips, single point sling adapter and bayonet lug accessory mount installed at factory | 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              |
| Tactical Sling  | 725  | \$ 0.00      | \$ 0.00              |
| Plastic Carrying Case   | 725  | \$ 0.00      | \$ 0.00              |
| OD Green Rapid Deployment Bag   | 725  | \$ 0.00      | \$ 0.00              |
| Less: Trade -Ins - Lump Sum (LS)  | 1  |              | <\$184,957.50 >      |
| Failure to use this form may result in disqualification   |  | <b>Total</b> | <b>\$ 379,875.50</b> |
| <b>Bidder / Vendor Information:</b>   |  |              |                      |
| Name:   | SMITH & WESSON CORP                        |              | LELAND NICHOLS       |
| Address:  | 2100 ROOSEVELT AVENUE                      |              |                      |
|   | SPRINGFIELD MA 01104                       |              |                      |
| Phone# :  | 800-331-0852 Ext 3389                      |              |                      |
| Email Address:  | lnichols@smith-wesson.com                  |              |                      |
| <b>Contract Coordinator Information:</b>  |  |              |                      |
| Name:   | LELAND NICHOLS, SR. V.P. SALES & MARKETING |              |                      |
| Address:  | 2100 ROOSEVELT AVENUE                      |              |                      |
|   | SPRINGFIELD MA 01104                       |              |                      |
| Phone# :  | 800-331-0852 Ext 3389                      |              |                      |
| Email Address:  | lnichols@smith-wesson.com                  |              |                      |
| * Quantities are estimated annual usage for bidding purposes and bidder's information                               |  |              |                      |

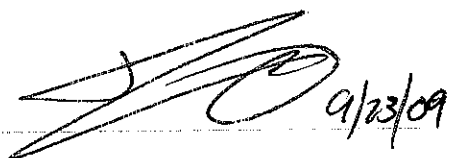


To: John Abbott, State of West Virginia Department of Administration,  
Purchasing Division  
From: Ian O'Donnell, Smith & Wesson  
Subject: RFQ# DPS1004  
Date: 9/23/2009

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

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.

**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 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.

**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, 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.

**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>.

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.

Vendor's Name: SMITH & WESSON CORP.

Authorized Signature: *Leland Nichols* LELAND NICHOLS Date: 9-23-09



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:  
**3**

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

S U B J E C T

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

O P T I O N

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

| 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>REV. 05/26/2009</p> <p>EXHIBIT 4</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>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<br/>         PURCHASING DIVISION</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                    |                     |                                    |                 |
|------------------------------------|---------------------|------------------------------------|-----------------|
| SIGNATURE<br><i>Leland Nichols</i> | LELAND NICHOLS      | TELEPHONE<br>800-331-0852 Ext 3389 | DATE<br>9-23-09 |
| TITLE<br>SR VP SALES & MARKETING   | FEIN<br>13-3386-737 | ADDRESS CHANGES TO BE NOTED ABOVE  |                 |

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



Smith & Wesson

RECEIVED  
2009 SEP 24 A 11:51  
STATE OF WV

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 if 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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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**WEST VIRGINIA STATE POLICE  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141**

| DATE PRINTED                 | TERMS OF SALE | SHIP VIA                 | FOB | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|-----|---------------|
| 09/08/2009                   |               |                          |     |               |
| BID OPENING DATE: 09/24/2009 |               | BID OPENING TIME 01:30PM |     |               |

| LINE  | QUANTITY     | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|--------------|-----|--------|-------------|------------|--------|
| <b>ADDENDUM #01</b>   |              |     |        |             |            |        |
| 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      |            |        |
|   | GUNS, POLICE |     |        |             |            |        |
| ***** THIS IS THE END OF RFQ DPS1004 ***** TOTAL:   |              |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Leland Nichols* LELAND NICHOLS TEL: 800-331-0852 Ext 3389 DATE: 9-23-09  
 TITLE: SR.V.P. SALES & MKGT. FEIN: 13-3386-737 ADDRESS CHANGES TO BE NOTED ABOVE

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**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

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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 workplace 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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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.***

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;**





State of West Virginia  
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### Request for Quotation

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PAGE  
**1**

ADDRESS CORRESPONDENCE OR ATTENTION TO  
**JOHN ABBOTT  
304-558-2544**

PROPERTY

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

PROPERTY

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

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|--|----------|-----|--------|-------------|------------|--------|
| 0001   | 1        | LS  |        | 680-52      |            |        |
| <p><b>GUNS, POLICE</b></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: *Leland Nichols*      LELAND NICHOLS      TELEPHONE: 800-331-0852 Ext 3380      DATE: 9-23-09

FIRM: SR.V.P. SALES & MKTG.      FEIN: 13-3386-737      ADDRESS CHANGES TO BE NOTED ABOVE

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

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**2**

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DPS1004

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DPS1004

**WEST VIRGINIA STATE POLICE  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
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| LINE  | QUANTITY | LOF | 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<br><i>Leland Nichols</i> | LELAND NICHOLS      | TELEPHONE<br>800-331-0852 Ext 3389 | DATE<br>9-23-09 |
| TITLE<br>SR. VP SALES & MARKETING  | FEIN<br>13-3386-737 | ADDRESS CHANGES TO BE NOTED ABOVE  |                 |

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|                                     |               |                                 |     |               |
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SIGNATURE: *Leland Nichols*      LELAND NICHOLS      TELEPHONE: 800-331-0852 Ext. 3389      DATE: 9-23-09

TITLE: SR VP SALES & MARKETING      FEN: 13-3386-737      ADDRESS CHANGES TO BE NOTED ABOVE

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### Request for Quotation

RFQ NUMBER  
**DPS1004**

PAGE  
**4**

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

\*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**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 08/31/2009   |               |          |        |               |

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

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|--------|
|   |          |     |         |             |            |        |
| <p><b>BUILDING 15</b><br/> <b>2019 WASHINGTON STREET, EAST</b><br/> <b>CHARLESTON, WV 25305-0130</b></p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT (32)-----</p> <p>RFQ. NO.: DPS1004-----</p> <p>BID OPENING DATE: 9/17/2009-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----413-739-8528-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----LELAND NICHOLS-----</p> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Leland Nichols* TELEPHONE **800-331-0852** DATE **9-23-09**  
 TITLE **SR. VP SALES & MARKETING** FAX **13-3386-737** Ext **3389**  
 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

### Request for Quotation

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**5**

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

RFQ NUMBER

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

SHIP TO

**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   |               |          |     |               |

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: |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|   |   |                                   |
|---|---|-----------------------------------|
| SIGNATURE<br><i>Leland Nichols</i>          | TELEPHONE<br><b>800-331-0852 Ext 3389</b> | DATE<br><b>9-23-09</b>            |
| TITLE<br><b>SR VP SALES &amp; MARKETING</b> | FEIN<br><b>13-3386-737</b>                | ADDRESS CHANGES TO BE NOTED ABOVE |

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

| DPS1004 - AR15 Rifle Bid Form - BID OPENING: 09/17/2007   |                         |              |                      |
|---|-------------------------|--------------|----------------------|
| Description   | *Estimated Annual Usage | Unit Price   | Extended Price       |
| AR 15 Rifle with 3, 30 Round Clips, single point sling adapter and bayonet lug accessory mount installed at factory | 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              |
| Tactical Sling  | 725                     | \$ 0.00      | \$ 0.00              |
| Plastic Carrying Case   | 725                     | \$ 0.00      | \$ 0.00              |
| OD Green Rapid Deployment Bag   | 725                     | \$ 0.00      | \$ 0.00              |
| Less: Trade -Ins - Lump Sum (LS)  | 1                       |              | <\$184,957.50 >      |
|   |                         | <b>Total</b> | <b>\$ 379,875.50</b> |

**Bidder / Vendor Information:**

Name: SMITH & WESSON CORP LELAND NICHOLS

Address: 2100 ROOSEVELT AVENUE  
SPRINGFIELD MA 01104

Phone#: 800-331-0852 Ext 3389

Email Address: lnichols@smith-wesson.com

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**Contract Coordinator Information:**

Name: LELAND NICHOLS, SR. V.P. SALES & MARKETING

Address: 2100 ROOSEVELT AVENUE  
SPRINGFIELD MA 01104

Phone#: 800-331-0852 Ext 3389

Email Address: lnichols@smith-wesson.com

\* 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

A handwritten signature in black ink, appearing to be "Ian O'Donnell", is written over a horizontal dashed line. To the right of the signature, the date "9/23/09" is handwritten.

Ian O'Donnell  
Smith & Wesson Corp  
2100 Roosevelt Ave  
Springfield, MA 01102  
413-747-3627



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.

**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 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.

**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, 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.

**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>.

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.

Vendor's Name: SMITH & WESSON CORP.

Authorized Signature: *Leland Nichols* LELAND NICHOLS Date: 9-23-09

*Purchasing Affidavit (Revised 01/01/09)* SR. V.P. SALES & MARKETING