

Cover Sheet (front)

Sealed Bid

Buyer: File 42

RFQ NO. Litter 10

Bid Opening Date: 12/16/2009

Bid Opening Time: 1:30 PM

RECEIVED

608 A 8:09

NOISAC DIVISION

AM 20 7 17 11



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

Request for Quotation

RFP NUMBER
LITTER10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TO ANN ADKINS
304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

*Civic Enterprises, Inc
POB 1038
West Monroe, LA 71294*

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

PROBID

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
11/18/2009						
BID OPENING DATE: 12/16/2009		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		485-67		
<p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS TO SUPPLY LITTER GRABBERS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS</p> <p>ATTACHED:</p> <p>LITTER10 SPECIFICATIONS LITTER10 PRICING PAGE PURCHASING AFFIDAVIT RESIDENT VENDOR PREFERENCE EXHIBIT 10 - ADDENDUM ACKNOWLEDGEMENT</p> <p>LITTER GRABBERS</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>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS					TELEPHONE	DATE
SIGNATURE <i>M. B. [Signature]</i>					800-333-3761 / 318-323-6621	12-15-09
TITLE					ADDRESS CHANGES TO BE NOTED ABOVE	
FEIN 71-0689820						

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 workplace policy in compliance with the West Virginia Alcohol 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

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
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
LITTER10

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS
304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

Civic Enterprises, Inc

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/18/2009				
BID OPENING DATE: 12/16/2009		BID OPENING TIME 01:30PM		

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE

ADDRESS CHANGES TO BE NOTED ABOVE



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

Request for Quotation

RFO NUMBER
LITTER10

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS
304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE

Civic Enterprises, Inc

VENDOR

SHIP TO

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED 11/18/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
BID OPENING DATE: 12/16/2009		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS				DATE		
SIGNATURE			TELEPHONE			
TITLE			FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	
WHEN RESPONDING TO REQ. 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

RFQ NUMBER
LITTER10

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS
304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

Civic Enterprises, Inc

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/18/2009				
BID OPENING DATE: 12/16/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 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: RFQ. NO.: BID OPENING DATE: BID OPENING TIME: PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: CONTACT PERSON (PLEASE PRINT CLEARLY): voice						
					FILE 42	
					LITTER10	
					12/16/2009	
					1:30 PM	
					318-322-3787	
					<i>Mark Ketchell</i>	
					318-323-6621	

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABEL FOR 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

RFQ NUMBER
LITTER10

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS
304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE

Civic Enterprises, Inc

VENDOR

SHIP TO

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/18/2009				
BID OPENING DATE: 12/16/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ LITTER10 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

ADDRESS CHANGES TO BE NOTED ABOVE

FEIN

LITTER10 - Specifications

This is a request for quotation to supply litter grabbers to all West Virginia state agencies and political subdivisions.

Award Conditions

The award shall be made based on the lowest-cost provider meeting the specifications. The evaluation of this contract shall be done by multiplying the usage figures times the bidder's discounted unit prices. The extended total shall be the basis to determine the low bidder.

Questions

Written questions shall be accepted through close of business (5:00 p.m. EST) on Monday, November 30, 2009. Written questions may be sent via E-mail (preferred), USPS, Fax, courier or hand delivered. Send your questions to:

Purchasing Division
Attention : Pamela Hodges
2019 Washington Street, East
Charleston, WV 25305
304-558-4115 - FAX
Pamela.M.Hodges@wv.gov - Email

It is the bidder's responsibility to verify that questions have been received by the purchasing division. You may email Pamela Hodges at Pamela.M.Hodges@wv.gov to verify receipt of the questions.

All items stating a "must" or "shall" are mandatory requirements. Failure to provide or meet any of these mandatory requirements shall be grounds to disqualify the entire quotation.

Samples of all items bid are required. These samples must be received no later than five (5) days after the bid opening date. If bidder wishes to have samples returned, they must include a pre-paid label or other information to have the items returned at vendor's expense. All samples shall be tested. Samples must be capable of picking up a brick without bending the grabber and must also be capable of picking up a dime.

Vendors should furnish detailed specifications and/or descriptive literature with the bid that details the strength and flexibility of the grabber.

Delivery

Successful vendor shall deliver product within 5 working days after receipt of order. If the successful vendor shows a pattern of failure to deliver, or delivery of product, which does not conform to specifications, or breach of any other terms and conditions of the contract, the contract may be subject to immediate cancellation.

LITTER10 - Specifications

Pricing Page

Bidders must complete the enclosed pricing page. The prices shown shall be firm for the life of the contract.

Vendor shall list the name, physical address, phone number and e-mail address of the zone manager, factory representative, or other individuals who will coordinate orders on the contract.

Bidders shall sign the certification indicating they meet all requirements of this request for quotation. Such certification is required prior to issuance of any contract.

Product Specifications

36" Heavy Duty Commercial Grade Grabber-

Ergonomic handle with trigger pull action.

Durable aluminum and/or stainless steel construction that will not rust.

1" Diameter replaceable rubber gripper cups.

Grabber must be light weight, weighting 12 ounces or less.

Grabber must be capable of picking up objects as small as a dime or heavy as a 5 lb. brick.

36" Heavy Duty Commercial Grade Grabber-

Ergonomic handle with trigger pull action.

Durable aluminum and/or stainless steel construction that will not rust.

1" Diameter replaceable rubber gripper cups.

Grabber must be light weight, weighting 12 ounces or less.

Grabber must be capable of picking up objects as small as a dime or heavy as a 5 lb. brick.

LITTER10 - Pricing Page

Item	Quantity	Unit Price	Total	Min Order Qty
36" Heavy Duty Commercial Grade Grabber	2,000	10.88	21,760.00	24/case
32" Regular/Light Duty Grabber	500	10.33	5,165.00	24/case
Rubber caps	200	.60	120.00	
TOTAL:			27,045.00	

*Grabber must weigh less than 12 ounces each.

Vendor Contract Coordinator

Name: Marla Hetchell
 Address: PO Box 1038, West Monroe, LA 71294
 Phone No.: 318-323-6621 / 800-333-3761
 Fax No.: 318-322-3787
 E-Mail: sales@CivicEnterprises.com

I, Marla Hetchell, representing Civic Enterprises, Inc
 (print name) (company name)

hereby certify, under penalty of law for fraud, that items priced above meet the specifications of this request for quotation.

Signature/Date: Marla Hetchell 12-15-09

RFQ No. _____ 9

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.

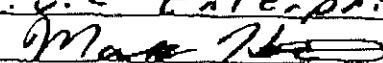
LICENSING:

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: Civic Enterprises, Inc
Authorized Signature:  Date: 12-15-09

Rev 09/08

State of West Virginia

10

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: _____

Signed: _____

Date: _____

Title: _____

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



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
LITTER10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/25/2009				
BID OPENING DATE: 12/16/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
1.				TO ADD REVISED SPECIFICATIONS FOR RFQ LITTER10 DATED NOVEMBER 24, 2009.		
2.				EXHIBIT 10 ATTACHED, SIGN AND RETURN		
*****END OF ADDENDUM NO. 1*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE

ADDRESS CHANGES TO BE NOTED ABOVE

LITTER10 - Specifications

This is a request for quotation to supply litter grabbers to all West Virginia state agencies and political subdivisions.

Award Conditions

The award shall be made based on the lowest-cost provider meeting the specifications. The evaluation of this contract shall be done by multiplying the usage figures times the bidder's discounted unit prices. The extended total shall be the basis to determine the low bidder.

Questions

Written questions shall be accepted through close of business (5:00 p.m. EST) on Monday, November 30, 2009. Written questions may be sent via E-mail (preferred), USPS, Fax, courier or hand delivered. Send your questions to:

Purchasing Division
Attention : Pamela Hodges
2019 Washington Street, East
Charleston, WV 25305
304-558-4115 - FAX
Pamela.M.Hodges@wv.gov - Email

It is the bidder's responsibility to verify that questions have been received by the purchasing division. You may email Pamela Hodges at Pamela.M.Hodges@wv.gov to verify receipt of the questions.

All items stating a "must" or "shall" are mandatory requirements. Failure to provide or meet any of these mandatory requirements shall be grounds to disqualify the entire quotation.

Samples of all items bid are required. These samples must be received no later than five (5) days after the bid opening date. If bidder wishes to have samples returned, they must include a pre-paid label or other information to have the items returned at vendor's expense. All samples shall be tested. Samples must be capable of picking up a brick without bending the grabber and must also be capable of picking up a dime.

Vendors should furnish detailed specifications and/or descriptive literature with the bid that details the strength and flexibility of the grabber.

Delivery

Successful vendor shall deliver product within 5 working days after receipt of order. If the successful vendor shows a pattern of failure to deliver, or delivery of product, which does not conform to specifications, or breach of any other terms and conditions of the contract, the contract may be subject to immediate cancellation.

LITTER10 - Specifications

Pricing Page

Bidders must complete the enclosed pricing page. The prices shown shall be firm for the life of the contract.

Vendor shall list the name, physical address, phone number and e-mail address of the zone manager, factory representative, or other individuals who will coordinate orders on the contract.

Bidders shall sign the certification indicating they meet all requirements of this request for quotation. Such certification is required prior to issuance of any contract.

Product Specifications

36" Heavy Duty Commercial Grade Grabber-

Ergonomic handle with trigger pull action.

Durable aluminum and/or stainless steel construction that will not rust.

1" Diameter replaceable rubber gripper cups.

Grabber must be light weight, weighting 12 ounces or less.

Grabber must be capable of picking up objects as small as a dime or heavy as a 5 lb. brick.

32" Regular / Light Duty Grabber-

Ergonomic handle with trigger pull action.

Durable aluminum and/or stainless steel construction that will not rust.

1" Diameter replaceable rubber gripper cups.

Grabber must be lightweight, weighting 12 ounces or less.

Grabber must be capable of picking up objects as small as a dime or heavy as a 5 lb. brick.

EXHIBIT 10

REQUISITION NO.: LITTER10

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 X

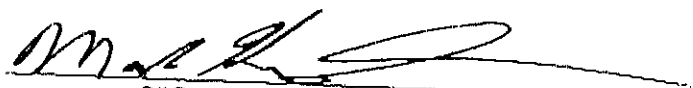
NO. 2

NO. 3

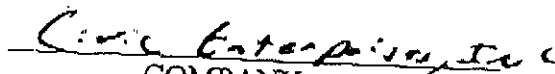
NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.



SIGNATURE



COMPANY



DATE

Civic Enterprises, INC.
Manufacturers of
"the Grab-It®"



PO Box 1038
West Monroe, LA 71294
Phone: 318-323-6621
Fax: 318-322-3787

To: Buyer File 42, Litter 10
From: Mark Ketchell
Date: 12/15/09
Re: Litter 10 notes

Civic Enterprises originally patented our 30" Grab-It® in September of 1970. We have been in constant production since that time. That size is so named, because we start with a 30" tube. The finished product does actually measure 31 1/2" from tip of handle to tip of cups. The Grab-It® is manufactured from anodized aluminum and weighs in at about 8 ounces. I submit that this will meet the criteria for the 32" Regular grabber requested in your specifications. Conversely, our 36" model, which we only recently introduced, starts with a 36" tube, and measures about 37 1/2" longest dimension. This size weighs in at just under 10 ounces, and while not having the strength of tubular steel, it provides the user with a good balance of extra reach without having to carry an overly heavy tool for long periods. Several DOT's who expressed needing the longer length are now requesting this product. Samples of both models are being shipped via UPS on December 16.

We ship 10's of thousands of our standard 30" model each year, but being a newly introduced item, we have not built as big a following for the 36" model as yet. Therefore, we only normally stock about 1000-1250 of the 36" model. Should we receive word that we are the apparent winning bidder, we are prepared to ship whatever stock we have on hand, and immediately tool up to produce the remainder in a timely manner. If the orders/useage were staggered through the year, this would not even become an issue.

We are proud to say that we have produced a quality tool for almost 40 years. We are an American owned, small business, and our product is manufactured here in the US. We appreciate the opportunity to present this bid and if named the winner, look forward to providing a high level of customer service that has earned us many repeat customers throughout the years.

Sincerely,

Mark Ketchell

Cover Sheet (back)

Sealed Bid

Buyer: File 42

RFQ NO. Litter 10

Bid Opening Date: 12/16/2009

Bid Opening Time: 1:30 PM