

## Request for Quotation

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RFQ NUMBER LITTER10

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JO ANN ADKINS 304-558-8802

VENDOR

\*709035121 304-343-7578 F M PILE HARDWARE COMPANY 1625 W WASHINGTON STREET

CHARLESTON WV 25312

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TO ANN ADKINS 304-558-8802

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\*709035121 304-343-7578 F M PILE HARDWARE COMPANY 1625 W WASHINGTON STREET

CHARLESTON WV 25312

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'	

### 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 <a href="mailto:Pamela.M.Hodges@wv.gov">Pamela.M.Hodges@wv.gov</a> 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 breech of any other terms and conditions of the contract, the contract may be subject to immediate cancellation.

### **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.

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\*Grabber must weigh less than 12 ounces each.

See attached information

Vendor Contract Coordinator

P.O. Box 6866 Charleston, WN 25362 25312 1625 Wash. St., W. - Charleston, WN F.M. Pile Hardware Co. pilehdwe @ aol. Com 304-343-7570 304-343-7578 Phone No.: Address: Fax No. E-Mail: Name:

, representing F.M. Pile Hardware Co (company name) 1, William C. Pile, Jr. (print name)

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

Signature/Date: On all all the

12-12-09

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# 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:	F.M. Pile F	tardware Co.		
Authorized Signature:	Walliam	1 Paloy	Date: 12-15-09	-
Purchasing Affidavit (Revise	d 01/01/09)			

# State of West Virginia

# **VENDOR PREFERENCE CERTIFICATE**

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

	And the description of the Medicellif A6000	r Preference, if applicable
1.	Bidder is a partnership, association or corporation repulsion business continuously in West Virginia for four (4) ownership interest of Bidder is held by another indifferent maintained its headquarters or principal place of preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate and which has maintained its headquarters or principals immediately preceding the date of this certification.	esident vendor and has maintained its headquarters or principal place of years immediately preceding the date of this certification; or 80% of the vidual, partnership, association or corporation resident vendor who has business continuously in West Virginia for four (4) years immediately or subsidiary which employs a minimum of one hundred state residents cipal place of business within West Virginia continuously for the four (4) cation; or,
2.	Application is made for 2.5% resident vendor project being bid are residents of Weimmediately preceding submission of this bid; or,	oreference for the reason checked:  ng the life of the contract, on average at least 75% of the employees est Virginia who have resided in the state continuously for the two years
3.	minimum of one hundred state residents who certi	um of one hundred state residents or is a nonresident vendor with an orders or principal place of business within West Virginia employing a files that, during the life of the contract, on average at least 75% of the proposes are residents of West Virginia and the state of the contract.
4.	Application is made for 5% resident vendor pro	eference for the reason checked: sions (1) and (2) or subdivision (1) and (3) as stated above; or,
5	Application is made for 3.5% resident vendor p Bidder is an individual resident vendor who is a veter	preference who is a veteran for the reason checked: an of the United States armed forces, the reserves or the National Guard the four years immediately preceding the date on which the bid is
	purposes of producing or distributing the commodities continuously over the entire term of the project, on residents of West Virginia who have resided in the s	reference who is a veteran for the reason checked:  Jnited States armed forces, the reserves or the National Guard, if, for es or completing the project which is the subject of the vendor's bid and average at least seventy-five percent of the vendor's employees are tate continuously for the two immediately preceding years.
Bidder u requiren againsts	understands if the Secretary of Revenue determines ments for such preference, the Secretary may order to	that a Bidder receiving preference has failed to continue to meet the ne Director of Purchasing to: (a) reject the bid; or (b) assess a penalty
By submauthorize the requi	mission of this certificate, Bidder agrees to disclose a	ny reasonably requested information to the Purchasing Division and for of Purchasing appropriate information verifying that Bidder has paid loes not contain the amounts of taxes paid nor any other information
		ode, §61-5-3), Bidder hereby certifies that this certificate is true sued to Bidder and if anything contained within this certificate ify the Purchasing Division in writing immediately.
Bidder:_	$ \alpha$	<u>- )                                   </u>
Date:	12-15-09	itle: <u>President</u>

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

EXHIBIT 10

# REQUISITION NO: LITTER 10

# 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:

I UNDERSTAND IHAT 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.

William & K. SIGNATURE

F.M. Pile Hardware Co COMPANY

12-15-09 DATE

REV. 11/96



DATE PRINTED

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

25312

TERMS OF SALE

### Request for Quotation

SHIP VIA

RFQ NUMBER LITTER10

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JO ANN ADKINS <u> 1804 - 558 - 8802</u>

\*709035121 304-343-7578 F M PILE HARDWARE COMPANY 1625 W WASHINGTON STREET **EZDOR** CHARLESTON WV

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

F.O.B.

FREIGHT TERMS 11/25/2009 BID OPENING DATE: 12/16/2009 BID OPENING TIME 01:30PM CAT NO. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT \*\*\*\*\*\*\*\* ADDENDUM NO. 1 TO ADD REVISED SPECIFICATIONS FOR RFQ LITTER10 DATED NOVEMBER 24, 2009 EXHIBIT 10 ATTACHED, SIGN AND RETURN SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE FEIN 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 <a href="mailto:Pamela.M.Hodges@wv.gov">Pamela.M.Hodges@wv.gov</a> 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 breech 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: LITTER 10

ADDENDUM ACKNOWLEDGEMENI

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.

F.M. Pile Hardware Co.
COMPANY

REV. 11/96

### 36" Heavy Duty Commercial Grade Grabber

We can offer the PikStik Pro 32" (#P-324) reacher that meets most of your requirements. Please see below for specifications:

Ergonomic handle with trigger pull action
Durable aluminum construction that will not rust
Durable/permanent/fixed textured grips
Weighs 10 ounces
Capable of picking up objects as small as a dime or as heavy as a 5 lb brick

### 32" Regular/Light Duty Grabber

We can offer the PikStik Classic <u>36</u>" (#C-361) reacher that meets most of your requirements. Please see below for specifications:

Trigger pull handle
Durable, lightweight and rustproof ABS plastic construction in safety yellow color
Replaceable suction cup tips
Weighs 8 ounces
Capable of picking up objects as small as a dime or as heavy as a 5 lb brick

Replacement suction cup tips – For jobs requiring more dexterity, suction cups add even more control This fits the PikStik Classic 36" model

Minimum order quantity – 48

Samples are available