



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
DEP13874

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

RECEIVED

*917160247 01 304-253-8925
 D & M RECYCLING INC
 PO BOX 1639
 SOPHIA WV 25921

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED 06/19/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **07/16/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-70	10.00 / ton	
<p>RECYCLING SERVICES, OFFICE PAPER</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS TO PROVIDE WASTEPAPER COLLECTION AND RECYCLING FOR THE WEST VIRGINIA PUBLIC EMPLOYEES OFFICE WASTEPAPER RECOVERY PROGRAM PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, TERMS & CONDITIONS, AND THE BID SCHEDULE, AS ATTACHED.</p> <p>AS INDICATED ON THE BID SCHEDULE, VENDORS ARE TO PROVIDE A PRICE PER TON INCLUSIVE OF ALL TRANSPORTATION, LABOR, AND SUPERVISION NECESSARY TO PROVIDE COMPLETE RECYCLED OFFICE COLLECTION SERVICES AT THE LOCATIONS IDENTIFIED IN ATTACHMENT 'A'.</p> <p>WITH CONSIDERATION OF INPUT AND THE ASSISTANCE OF THE COORDINATOR AT EACH PICK UP LOCATION, THE VENDOR IS RESPONSIBLE FOR DEVELOPING AND MAINTAINING AN UP TO DATE CONTACT LIST AND PICK UP SCHEDULE FOR EACH LOCATION.</p> <p>PLEASE REVIEW THE COMPLETE SPECIFICATION FOR OTHER MANDATORY REQUIREMENTS.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT</p>						

RECEIVED
 08 JUL 15 AM 11:55
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304 253 8925 DATE: 7-14-08

TITLE: Operations Manager FEIN: 850754480 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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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, this Contract may be deemed null and void, and terminated 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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 cases 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.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office 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
DEP13874

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

***917160247 01 304-253-8925**
D & M RECYCLING INC
PO BOX 1639

SOPHIA WV 25921

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
VARIOUS LOCALES AS
INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/19/2008				

BID OPENING DATE: **07/16/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AN INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR, AND THAT PRICE ADJUSTMENTS BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 253 8925	DATE 7-14-08
TITLE Operations Mgr	FEIN 550754480	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

RFQ NUMBER
DEP13874

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN 304-558-2157

PO BOX

*917160247 01 304-253-8925
 D & M RECYCLING INC
 PO BOX 1639

 SOPHIA WV 25921

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/19/2008				

BID OPENING DATE: 07/16/2008 BID OPENING TIME 01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304 253-8925	7-14-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>[Signature]</i>	550754450	

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

RFQ NUMBER
DEP13874

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

VENDOR

*917160247 01 304-253-8925
 D & M RECYCLING INC
 PO BOX 1639
 SOPHIA WV 25921

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/19/2008				

BID OPENING DATE: **07/16/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED 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. 04/11/2001</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: DEP13874</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S: NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 253 8925	DATE 7-14-08
TITLE <i>[Signature]</i>	FEIN 550784450	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

RFQ NUMBER
DEP13874

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**CHUCK BOWMAN
 304-558-2157**

VENDOR

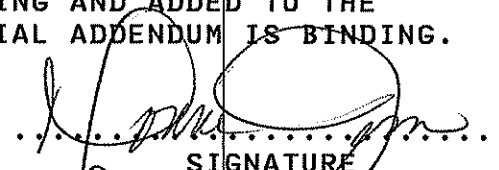

*917160247 01 304-253-8925
 D & M RECYCLING INC
 PO BOX 1639
 SOPHIA WV 25921

SHIP TO

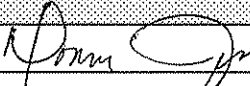
ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/19/2008				

BID OPENING DATE: **07/16/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 2					
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p style="text-align: center;">  SIGNATURE  COMPANY 7-14-08 DATE </p>						
<p>REV. 11/96</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304 253 8925	DATE 7-14-08
TITLE Operations Manager	FEIN 550754450	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

RFO NUMBER
DEP13874

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

VENDOR

*917160247 01 304-253-8925
 D & M RECYCLING INC
 PO BOX 1639
 SOPHIA WV 25921

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/19/2008				

BID OPENING DATE: **07/16/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 253 8925	DATE 7-14-08
---------------------------------	---------------------------	-----------------

TITLE <i>[Signature]</i>	FEIN 550754450	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

RFQ NUMBER
DEP13874

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN 304-558-2157

PROPERTY

*917160247 01 304-253-8925
 D & M RECYCLING INC
 PO BOX 1639
 SOPHIA WV 25921

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/19/2008				

BID OPENING DATE: 07/16/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304-253-8925	7/14/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Operations Manager	550754450		

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

RFQ NUMBER
DEP13874

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

VENDOR

*917160247 01 304-253-8925
**D & M RECYCLING INC
 PO BOX 1639
 SOPHIA WV 25921**

SHIP TO

**ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS
 INDICATED BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/19/2008				

BID OPENING DATE: **07/16/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>BIDDER: <u>D&M Recycling Inc</u></p> <p>DATE: <u>7-14-08</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>Operations Manager</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <u>[Signature]</u>	TELEPHONE <u>304 253 8925</u>	DATE <u>7-14-08</u>	
TITLE <u>Operations Manager</u>	FEIN <u>550754450</u>	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

RFQ NUMBER
DEP13874

PAGE
9

ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

VENDOR

*917160247 01 304-253-8925
 D & M RECYCLING INC
 PO BOX 1639
 SOPHIA WV 25921

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/19/2008				

BID OPENING DATE: **07/16/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: CB-23</p> <p>RFQ. NO.: DEP13874</p> <p>BID OPENING DATE: 07/16/2008</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: ----- 304-255-19916 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): _____ <i>Lornie Jesse, Matt Jesse, David Jesse, Donna Jesse</i> _____</p> <p>***** THIS IS THE END OF RFQ DEP13874 *****</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 253 8925	DATE 7-14-08
TITLE <i>[Signature]</i>	FEIN 550754450	ADDRESS CHANGES TO BE NOTED ABOVE

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

DEP13874

RECYCLING
SPECIFICATIONS

SCOPE OF WORK

The vendor has sole responsibility for carrying out the terms of this contract. The Department of Environmental Protection shall not be responsible for any terms of any subcontract the primary vendor may enter into to perform the duties of this contract. The vendor shall supply all transportation, labor and supervision necessary to provide complete recycled office collection services at the locations identified on Attachment A.

Many specific details concerning the performance of this contract will require the vendor to interact directly with each location Coordinator and shall be responsible for developing and maintaining an up to date contact list for each pick-up location.

The vendor shall pick up recycled office materials from each designated site location as identified on Attachment A at each agreed pick up time on a schedule or on-call basis as determined by the needs of the agency. Schedules may be adjusted over time through consultation between the Agency Coordinator and vendor representatives based on operation results.

At the agreed upon pick up time the vendor shall empty the bulk collection containers and return them to the site location immediately.

Vendor shall guarantee no more than 24-hour turn around for handling non-scheduled and extra pickups.

Vendor personnel performing centralized pickups shall be uniformed or carry identification sufficient to be identified as representatives of the vendor.

The contractor shall indemnify and hold harmless the state from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any default herein or any tortuous or negligent act on the part of the contractor, its agents, employees or invitees and will obtain liability insurance in the amount of \$ 250,000.00 to indemnify said state of any such liability. Further, the contractor shall indemnify and hold harmless the state from and against all claims and suits and all cost and expenses incidental thereto, including attorneys fees, for damages arising by reason of injury or death to any person or persons, including without limitations, the contractor and its servants, agent's employees or invitees caused by the act of omission of the contractor, its servants, agents, employees or invitees while in or upon the state's premises during the term of this contract. All rights and liabilities under this provision shall extend to the successors and assignees of

parties hereto. Vendors shall furnish proof of coverage of commercial general liability insurance prior to issuance of a contract. The minimum amount of insurance coverage required is \$250,000.00.

Vendor shall be responsible for proper recycling of all recyclable commodities picked up at state facilities and shall maintain records substantiating that materials have been recycled in accordance with the terms of the contract.

Vendor shall supply summary reports detailing all recyclable materials picked up by commodity weight and location. The report is to be sent to the Department of Environmental Protection, Recycling section on a monthly basis. The report must be signed to verify its accuracy. Billing can be done no more than twice a month. The West Virginia Department of Environmental Protection will monitor weight tickets to verify the accuracy of the reports submitted.

A monthly form for each site is to be posted in site locations (location to be identified by consulting with site coordinator) to be signed by the vendor on the day of collection. The form is to be sent by the site Coordinator at the end of the month to the Department of Environmental Protection, 601 57th Street SE, Charleston, WV 25304.

The vendor will assume all responsibilities associated with pickup and transportation of all items to be recycled. If the vendor cannot make a scheduled pickup on time, they must have the ability to make the pickup within twenty-four hours.

Submit bids on a Price per ton basis.

Please submit a comprehensive outline of your plan to meet the conditions of this contract. Include information on equipment and personnel that will be committed to meet the requirements of the program. Also provide references on your past experiences supporting your ability to satisfy this contract. It is vitally important that the vendor can make unscheduled pick-ups as needed.

If at any time during the term of this agreement the vendor is unable to meet the requirements of the contract the West Virginia Department of Environmental Protection has the option of withholding payment or canceling the contract.

BASIS FOR AWARD

The contract will be awarded to the lowest bidder, on a cost per ton basis to provide the pick-up and recycling services that are specified in the contract.

AREA TO BE COVERED

Attachment A designates the names of agencies and locations in the region specified. Currently there are 108 locations participating in the program. *New agencies coming into the program are also to be serviced. Demographics may change due to relocation of offices.*

MATERIALS COLLECTED BY STATE AGENCIES

High Grade office paper including computer and laser printer, mixed paper, from specified areas. Attachment B outlines paper accepted.

PICKUP SCHEDULE FOR KANAWHA COUNTY

Agencies in the Capitol complex are to receive pickup of materials twice a week. This includes:

Buildings 3-4-5-6, Capitol Building, Governor's Mansion, Holly Grove, Cultural Center, Buildings 16 and 17.

Some locations do not require twice a week pick up. Occasionally some locations require more frequent pickups and or unscheduled pickups. In these situations schedules are to be made based on the needs of the location.

METHOD OF COLLECTION BY STATE EMPLOYEES IN CAPITOL COMPLEX

Materials are collected in bins on each floor and moved to basement/dock holding area by janitors. Bins are monitored and contaminated materials are removed by state employee(s). Bins and lids are to be returned to the building immediately.

It shall be the vendor's responsibility to contact the end user to determine specific delivery requirements.

In the Capitol Complex, materials will be placed for pickup in the holding area of basement/dock. Outside of Complex, materials are placed on the main floor (dock, porch and hallway). Materials are to be kept dry.

The state will agree to remove paper clips, rubber bands, clamps and binders from material to be recycled. However, the state cannot guarantee the removal of staples.

Under no circumstances will the state be charged for the further separation of paper into grades or the removal of staples.

ATTACHMENT "A"

RFQ # DEP13874

(cont.)

ID	Agency	Director	Address 2	City	Zip	Telephone	Contact
1	Department of Administration	Aviation Division	1900 Kanawha Blvd. E.	Charleston	25305	558-4331	
2	Department of Administration	Children's Health Insurance Agency	502 Eagle Mountain Road	Charleston	25311	558-0403	
3	Department of Administration	Consolidated Public Retirement Board	1900 Kanawha Blvd. E.	Charleston	25305	558-2732	
4	Department of Administration	Ethics Commission	1207 Quarter Street	Charleston	25305	558-3570	
5	Department of Administration	Finance Division	2019 Washington St. E.	Charleston	25301	558-0664	
6	Department of Administration	Finance Division, Accounting Section	2019 Washington St. E. Bldg. 15, 2nd Flr	Charleston	25305	558-6181	
7	Department of Administration	Finance Division, Budget Section	2019 Washington St. E.	Charleston	25305	558-0404	Yvonne Gunice
8	Department of Administration	Financial Accounting and Reporting Section (FARS)	207 7th Avenue, SW	Charleston	25303	558-4083	Jerrl Kueker
9	Department of Administration	General Services Division	1900 Kanawha Blvd. E.	Charleston	25305	558-3148	Shelia Straley
10	Department of Administration	Grievance Board, Education and State Employees	808 Greentree Street	Charleston	25305	558-3161	
11	Department of Administration	Information Services and Communications Division (IS&C)	1900 Kanawha Blvd. E.	Charleston	25305	558-8980	Jane Bracken
12	Department of Administration	Information Services and Communications Division (IS&C)	4101 MacCorkle Ave. SE	Charleston	25304	558-8848	Lurette Evans
13	Department of Administration	Division of Personnel	1900 Kanawha Blvd. E.	Charleston	25301	558-3348	
14	Department of Administration	Prosecuting Attorney's Institute	1206 Kanawha Blvd. E.	Charleston	25305	558-3905	
15	Department of Administration	Public Defender Services	1900 Kanawha Blvd. E.	Charleston	25305	558-7830	Peyeta Bowen
16	Department of Administration	Purchasing Division, Insurance Agency (PEIA)	2019 Washington St. E.	Charleston	25305	558-2106	
17	Department of Administration	Purchasing Division	1900 Kanawha Blvd. E.	Charleston	25305	558-0059	JoAnn Dunlap
18	Department of Administration	Purchasing Division, Administrative Services Division	2700 Charley Avenue	Dunbar	25064	766-2626	
19	Department of Administration	Purchasing Division, Surplus Property Unit	4501 MacCorkle Avenue SW	South Charleston	25309	766-2646	Sue McMinn
20	Department of Administration	Board of Risk and Insurance Management	1900 Kanawha Blvd. E.	Charleston	25305	558-2201	
21	Department of Administration	Administrative Services Division, Building and Grounds	1900 Kanawha Blvd. E.	Charleston	25305	558-4058	Michael Steadman
22	Department of Agriculture	Communications Division	1900 Kanawha Blvd. E.	Charleston	25304	558-3708	Christina Kelley-Dye
23	Department of Agriculture	Communications Division	1900 Kanawha Blvd. E.	Charleston	25305	558-2021	
24	Department of Agriculture	Communications Division	1900 Kanawha Blvd. E.	Charleston	25305	558-2252	Regina Velti
25	Department of Agriculture	Communications Division	812 Quarter St., 5th Floor	Charleston	25301	558-8986	
26	Department of Agriculture	Communications Division	812 Quarter St., 6th Floor	Charleston	25311	558-6131	Emily Washington
27	Department of Agriculture	Civil Rights Division	101 Dee Drive	Charleston	25311	558-6131	
28	Department of Agriculture	Consumer Protection/Arbitration Division	One Player's Club Drive	Charleston	25304	558-0708	
29	Department of Agriculture	Employment Programs Litigation Unit	PO Box 4318	Charleston	25305	558-0708	
30	Department of Agriculture	Health and Human Resources	Bldg. 3, Room 208	Charleston	25305	558-2131	
31	Department of Agriculture	Tax, Revenue, Education, Arts and Transportation	Bldg. 1, Room 435-W	Charleston	25305	558-2252	
32	Department of Commerce	WV Development Office	Bldg. 1, Room W-100	Charleston	25305	558-2251	
33	Department of Commerce	WV Development Office	Bldg. 17	Charleston	25305	558-2200	
34	Department of Commerce	WV Development Office	Bldg. 6, Room 525	Charleston	25305	558-0078	Diana Spence
35	Department of Commerce	WV Development Office	Bldg. 6, Room B-617	Charleston	25305	558-1138	
36	Department of Commerce	WV Development Office	112 California Avenue	Charleston	25305	558-9222	
37	Department of Commerce	WV Development Office	112 California Avenue	Charleston	25305	558-1263	
38	Department of Commerce	WV Development Office	112 California Avenue	Charleston	25305	558-1847	
39	Department of Commerce	WV Development Office	112 California Avenue	Charleston	25301	558-1473	
40	Department of Commerce	WV Development Office	1321 Plaza East	Charleston	25305	558-5925	
41	Department of Commerce	WV Development Office	112 California Avenue	Charleston	25301	558-2960	
42	Department of Commerce	WV Development Office	950 Kanawha Blvd. E.	Charleston	25305	558-2788	
43	Department of Commerce	WV Development Office	1900 Kanawha Blvd. E.	Charleston	25305	558-7890	Paula Parsons
44	Department of Commerce	WV Development Office	1900 Kanawha Blvd. E.	Charleston	25311	558-1425	
45	Department of Commerce	WV Development Office	1615 Washington St. E.	Charleston	25305	558-2754	
46	Department of Commerce	WV Development Office	1900 Kanawha Blvd. E.	Charleston	25305	558-2754	
47	Department of Commerce	WV Development Office	2101 Washington St. E.	Charleston	25312	558-2200	
48	Department of Commerce	WV Development Office	180 Summers Street	Charleston	25311	558-3612	
49	Department of Commerce	WV Development Office	300 Summers Street	Charleston	25301	558-4607	
50	Department of Commerce	WV Development Office	2200 Washington St. E.	Charleston	25305	558-0566	
51	Department of Commerce	WV Development Office	1900 Kanawha Blvd. E.	Charleston	25305	558-2681	
52	Department of Commerce	WV Development Office	1900 Kanawha Blvd. E.	Charleston	25305	558-2346	
53	Department of Commerce	WV Development Office	1900 Kanawha Blvd. E.	Charleston	25305	558-2440	
54	Department of Commerce	WV Development Office	1900 Kanawha Blvd. E.	Charleston	25305	558-0220	
55	Department of Commerce	WV Development Office	600 Capitol Street	Charleston	25301	558-4900	
56	Department of Commerce	WV Development Office	1900 Kanawha Blvd. E.	Charleston	25305	558-2041	
57	Department of Commerce	WV Development Office	179 Summers Street	Charleston	25301	558-4920	
58	Department of Commerce	WV Development Office	WV Rehabilitation Center, Barron Drive, 1	Charleston	25305	558-4920	
59	Department of Commerce	WV Development Office	112 California Avenue	Charleston	25305	558-2630	
60	Department of Commerce	WV Development Office	One Player's Club Drive	Charleston	25305	558-6100	
61	Department of Commerce	WV Development Office	1321 Plaza East	Charleston	25301	558-2420	
62	Department of Commerce	WV Development Office	106 Dee Drive	Charleston	25305	558-9065	
63	Department of Commerce	WV Development Office	112 California Avenue	Charleston	25305	558-2624	
64	Department of Commerce	WV Development Office	4700 MacCorkle Avenue, SE	Charleston	25304	926-5048	
65	Department of Commerce	WV Development Office	104 Dee Drive	Charleston	25311	558-5220	
66	Department of Commerce	WV Development Office	One Player's Club Drive	Charleston	25311	558-5110	
67	Department of Commerce	WV Development Office	601 5th Street, SE	Charleston	25304	926-0448	
68	Department of Environmental Protection	WV Public Employees Credit Union	Kanawha City	Charleston	25304	926-0448	

ATTACHMENT "A" (Continued)

RFQ # DEP13874

69	Department of Environmental Protection	Office of Abandoned Miners and Reclamation							
70	Department of Environmental Protection	Office of Air Quality							
71	Department of Environmental Protection	Office of Water & Waste Management							
72	Department of Environmental Protection	Air Quality Board/Environmental Quality Board							
73	Department of Environmental Protection	Oil & Gas Conservation Commission							
74	Department of Environmental Protection	Solid Waste Management Board							
75	Governor's Office								
76	Governor's Office	Office of Economic Opportunity							
77	Governor's Office	Equal Employment Opportunity Office							
78	Governor's Office	Governor's Cabinet on Children and Families							
79	Governor's Office	Governor's Office of Technology							
80	Governor's Office	WV Workforce Investment Board							
81	Governor's Office	WV Commission for National & Community Service							
82	Department of Health and Human Resources	Board of Review							
83	Department of Health and Human Resources	Investigations and Fraud Management Unit							
84	Department of Health and Human Resources	Medicaid Fraud Control Unit							
85	Department of Health and Human Resources	Quality Assurance							
86	Department of Health and Human Resources	Bureau for Children & Families / RAPIDS Project							
87	Department of Health and Human Resources	Development Disabilities Council							
88	Department of Health and Human Resources	Assistant Secretary for Finance							
89	Department of Health and Human Resources	Health Care Authority							
90	Department of Health and Human Resources	Human Rights Commission							
91	Department of Health and Human Resources	Office of the Inspector General							
92	Department of Health and Human Resources	Management Information System							
93	Department of Health and Human Resources	WV Board of Medicine							
94	Department of Health and Human Resources	Assistant Secretary of Operations							
95	Department of Health and Human Resources	Office of the Chief Medical Examiner							
96	Department of Health and Human Resources	Office of Environmental Health Services							
97	Department of Health and Human Resources	Office of Laboratory Services							
98	Department of Health and Human Resources								
99	Department of Health and Human Resources								
100	Department of Health and Human Resources								
101	Department of Health and Human Resources								
102	Higher Education Policy Commission								
103	House of Delegates								
104	Housing Development Fund								
105	Investment Management Board								
106	Jobs Investment Trust								
107	Legislative Services								
108	Legislative Services	Commission on Special Investigations							

Please note the attachment represents agencies and their locations currently enrolled in the program. Additional agencies and locations may join or current agencies and locations may leave the program at any time during the life of the contract.

ATTACHMENT B

OFFICE PAPER RECYCLING PROGRAM

ACCEPTABLE

HIGH GRADE PAPER

Blue Bar CPO
 Green Bar CPO
 Laser Paper
 Stapled Paper
 White Computer Paper
 White Ledger
 White Letterhead
 White Stationary
 Wide White CPO
 Xerox (copy paper)
 Junk Mail

MIXED GRADE PAPER

Adding Machine Tape
 Blue Prints
 Card Stock (colored)
 Catalogs
 Checks
 Colored Letterhead
 Colored Paper
 Colored Xerox
 Construction Paper
 Envelopes
 Old Corrugated Boxes (OCB)
 Kraft Envelopes
 Magazines-Newspapers
 Manila-Kraft Folders
 NCR Forms
 Notebook Paper
 Post-It-Notes
 Glossy Fax Paper
 Stationary
 Telephone Books
 Telephone Messages

NOT ACCEPTABLE

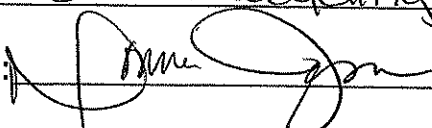
Hard Drives	Plastic Food Containers	Magnetic Tapes	Trash
Aluminum Cans	Carbon Paper	Overnight Envelopes	Glass
Rubber	Overnight Envelopes	Computer Disks	Tissues
Metals	Microfiche/Film	Paper Towels	Mylar

RFQ# DEP13874 Bid Schedule

The WVDEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable pursuant to Legislative Rule 148-CSRI1, 6.4.2

DESCRIPTION	QUANTITY	COST/TON	TOTAL
Collect & recycle office paper	800 tons	\$ <u>10.00</u>	\$ <u>8000.00</u>

Quantities listed are for bid evaluation purposes only and are no guarantee of actual quantities that may be ordered during the life of this contract. Actual quantities ordered may be more or less than the quantities represented in this bid schedule.

Company Name: D&M Recycling Inc.
Signature:  Date: 7-14-08

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: D&M Recycling Inc

Authorized Signature: [Signature] Date: 7-14-08