



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  
**DEP15408**

PAGE  
**1**

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  
 REAP OFFICE  
 601 57TH STREET SE  
 CHARLESTON WV  
 25304 800-322-5530**

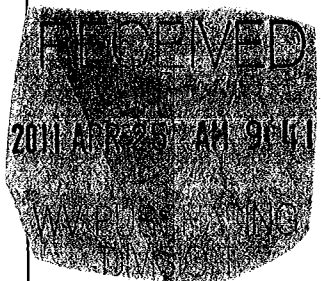
VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/03/2011				

BID OPENING DATE: **04/26/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-70		
<p><i>paying \$20/ton see attached letter</i></p> <p><b>RECYCLING SERVICES, OFFICE PAPER</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS TO PROVIDE WASTEPAPER COLLECTION FOR RECYCLING FOR THE WEST VIRGINIA PUBLIC EMPLOYEES OFFICE WASTEPAPER RECOVERY PROGRAM PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, TERMS &amp; CONDITIONS AND BID REQUIREMENTS.</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>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Donna J. [Signature]* TELEPHONE: **304-253-8925** DATE: **4-22-11**

TITLE: *ep. mas* FEIN: **35-075-4450** 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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/notice Confidentiality.pdf](http://www.state.wv.us/admin/purchase/privacy/notice%20Confidentiality.pdf).
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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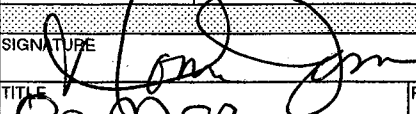
**SHIP TO**  
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 REAP OFFICE  
 601 57TH STREET SE  
 CHARLESTON WV  
 25304 800-322-5530

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<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 AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIV 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.</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 WRITTEN NOTICE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: 304-253-8925 DATE: 4-22-11

TITLE: Op Mgr FEIN: 55-0754450 ADDRESS CHANGES TO BE NOTED ABOVE

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<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>						

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<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</b></p> <p><b>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</b></p> <p><b>REV. 05/26/2009</b></p> <p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: CB-23</b></p> <p><b>RFQ. NO.: DEP15408</b></p> <p><b>BID OPENING DATE: 04/26/2011</b></p> <p><b>BID OPENING TIME: 1:30 PM</b></p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <span style="float: right;">304-466-1442</span>						
CONTACT PERSON (PLEASE PRINT CLEARLY): <span style="float: right;">Donna Jesse</span>						
***** THIS IS THE END OF RFQ DEP15408 ***** TOTAL: <div style="float: right; text-align: right;">             paying \$30              per ton              all letters              attached           </div>						

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DEP15408

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

the 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 57<sup>th</sup> 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

DEP15408

ID	Agency	Unit	Address	Address 2	City	Zip	Telephone	Contact
1	Department of Administration	Aviation Division	1900 Kanawha Blvd. E.	Bldg. 1, Room E-119	Charleston	25205	558-4131	
2	Department of Administration	Children's Health Insurance Agency	502 Eagle Mountain Road	Yeager Airport	Charleston	25311	558-0403	
3	Department of Administration	Consolidated Public Retirement Board	1900 Kanawha Blvd. E.	Bldg. 3, Room 213	Charleston	25305	558-2732	
4	Department of Administration	Ethics Commission	1207 Quarrier Street	Bldg. 5, Room 1000	Charleston	25305	558-3570	
5	Department of Administration	Finance Division	2019 Washington St. E.	PO Box 50121	Charleston	25305	558-4664	
6	Department of Administration	Finance Division, Accounting Section	2019 Washington St. E.	PO Box 50121	Charleston	25305	558-4159	Yvonne Gummo
7	Department of Administration	Finance Division, Budget Section	2019 Washington St. E.	Bldg. 1, Room E-127	Charleston	25305	558-4040	Jerrit Rucker
8	Department of Administration	Financial Accounting and Reporting Section (FARS)	207 7th Avenue, SW	Bldg. 1, Room E-4083	South Charleston	25303	558-4083	Sheila Straley
9	Department of Administration	General Services Division	1900 Kanawha Blvd. E.	Bldg. 1, Room MB-40	Charleston	25305	558-2317	
10	Department of Administration	Grievance Board, Education and State Employees	808 Greenbrier Street	Bldg. 6, Room B-110	Charleston	25311	558-3361	
11	Department of Administration	Information Services and Communications Division (IS&C)	1900 Kanawha Blvd. E.	Bldg. 6, Room B-110	Charleston	25305	558-8890	Jane Bracken
12	Department of Administration	Information Services and Communications Division (IS&C)	4101 MacCorkle Ave. SE	Bldg. 6, Room 416	Charleston	25304	558-8848	Loretta Evans
13	Department of Administration	Information Services and Communications Division (IS&C)	1206 Kanawha Blvd. E.	Suite 207	Charleston	25301	558-3348	
14	Department of Administration	Presenting Attorneys Institute	1900 Kanawha Blvd. E.	Bldg. 3, Room 330	Charleston	25305	558-3905	Fayetta Bowen
15	Department of Administration	Public Defender Services	1900 Kanawha Blvd. E.	Bldg. 5, Room 1001	Charleston	25305	558-2306	JoAnn Dunlap
16	Department of Administration	Purchasing Division	2019 Washington St. E.	PO Box 50130	Charleston	25305	558-4059	
17	Department of Administration	Purchasing Division, Administrative Services Division	1900 Kanawha Blvd. E.	Bldg. 15, 1st Floor	Dunbar	25664	766-2626	Sue McMillin
18	Department of Administration	Purchasing Division, Surplus Property Unit	2700 Chartes Avenue	300 Channasin Bldg.	South Charleston	25309	766-2646	
19	Department of Administration	Board of Risk and Insurance Management	4501 MacCorkle Avenue SW	Bldg. 1, Room E-28	Charleston	25305	558-2201	Michael Scadman
20	Department of Administration	Communications Division	1900 Kanawha Blvd. E.	Guhrre Agriculture Center	Charleston	25304	558-3708	Christina Kelley-Dye
21	Department of Administration	Administrative Services Division, Building and Grounds	1900 Kanawha Blvd. E.	Bldg. 1, Room E-26	Charleston	25305	558-2021	Regina Vetri
22	Department of Administration	Communications Division	1900 Kanawha Blvd. E.	Bldg. 1, Room E-26	Charleston	25301	558-0546	Emily Washington
23	Department of Agriculture	Civil Rights Division	812 Quarrier St., 6th Floor		Charleston	25301	558-8986	
24	Department of Agriculture	Consumer Protection/Antitrust Division	101 Dee Drive	PO Box 4318	Charleston	25311	558-6131	
25	Department of Agriculture	Employment Programs Litigation Unit	One Player's Club Drive	Bldg. 3, Room 208	Charleston	25364	558-0708	
26	Department of Agriculture	Health and Human Resources	1900 Kanawha Blvd. E.	Bldg. 1, Room 2131	Charleston	25305	558-2131	
27	Department of Agriculture	Health and Human Resources	1900 Kanawha Blvd. E.	Bldg. 1, Room 435-W	Charleston	25305	558-2522	
28	Department of Agriculture	Tax, Revenue, Education, Arts and Transportation	1900 Kanawha Blvd. E.	Bldg. 1, Room W-100	Charleston	25305	558-2251	Stan Garten
29	Department of Agriculture	Water Development Authority	2101 Washington St. E.	Bldg. 17	Charleston	25305	558-2200	Diana Spence
30	Department of Commerce	WV Development Office	1900 Kanawha Blvd. E.	Bldg. 6, Room 525	Charleston	25305	558-0078	
31	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	1900 Kanawha Blvd. E.	Bldg. 6, Room B-617	Charleston	25305	558-7024	
32	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	117 California Avenue		Charleston	25305	558-1138	
33	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	117 California Avenue		Charleston	25305	558-9292	
34	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	117 California Avenue		Charleston	25305	558-1263	
35	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	117 California Avenue		Charleston	25301	558-1847	
36	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	112 California Avenue		Charleston	25301	558-1473	
37	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	112 California Avenue		Charleston	25305	558-5925	
38	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	1321 Plaza East		Charleston	25301	558-2960	
39	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	950 Kanawha Blvd. E.	Guhrre Center	Charleston	25305	558-2788	Paula Parsons
40	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	1900 Kanawha Blvd. E.	Bldg. 6, Room 749B	Charleston	25305	558-7890	
41	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	1615 Washington St. E.	Bldg. 3, Room 669	Charleston	25303	558-2754	
42	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	1900 Kanawha Blvd. E.	PO Box 50132	Charleston	25311	558-2200	
43	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	2101 Washington St. E.		Charleston	25311	558-3612	
44	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	180 Association Drive	Suite 980	Charleston	25301	558-4607	
45	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	2200 Washington St. E.	Bldg. 6, Room 338	Charleston	25305	558-0566	
46	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	2300 Kanawha Blvd. E.		Charleston	25311	558-2541	
47	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	1900 Kanawha Blvd. E.	Bldg. 5, Room 205	Charleston	25305	558-2346	
48	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	1900 Kanawha Blvd. E.		Charleston	25305	558-2440	
49	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	600 Capitol Street	The Cultural Center	Charleston	25301	558-4900	
50	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	179 Summers Street	The Peoples Building, Suite 2	Charleston	25301	558-0539	
51	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	112 California Avenue	PO Box 50980	Charleston	25305	766-4920	
52	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	One Player's Club Drive	Bldg. 4, Room 610	Charleston	25305	558-2630	
53	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	106 Dee Drive		Charleston	25301	558-2420	
54	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	112 California Avenue		Charleston	25311	558-9065	
55	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	4700 MacCorkle Avenue, SE	Bldg. 4, Room 613	Charleston	25305	558-2624	
56	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	104 Dee Drive		Charleston	25304	926-5048	
57	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	One Player's Club Drive		Charleston	25311	558-5230	
58	Bureau of Commerce	WV Development Office/GWIO-WIA Administration			Charleston	25311	558-5110	

Attachment A (continued)

DEP15408

68	Department of Environmental Protection	Office of Abandoned Miners and Reclamation	601 57th Street, SE	Kanawha City	25304	926-0448
69	Department of Environmental Protection	Office of Air Quality	601 57th Street, SE	Kanawha City	25304	926-0448
70	Department of Environmental Protection	Office of Water & Waste Management	601 57th Street, SE	Kanawha City	25304	926-0448
71	Department of Environmental Protection	Air Quality Board/Environmental Quality Board	601 57th Street, SE	Kanawha City	25304	926-0448
72	Department of Environmental Protection	Oil & Gas Conservation Commission	601 57th Street, SE	Kanawha City	25304	926-0448
73	Department of Environmental Protection	Solid Waste Management Board	601 57th Street, SE	Kanawha City	25304	926-0448
74	Department of Environmental Protection					
75	Governor's Office	Office of Economic Opportunity	One Players Club Drive	Charleston	25311	558-0400
76	Governor's Office	Equal Employment Opportunity Office	1900 Kanawha Blvd., E.	Charleston	25305	558-0600
77	Governor's Office	Governor's Cabinet on Children and Families	595 Capitol Street	Charleston	25301	558-3784
78	Governor's Office	Governor's Office of Technology	1900 Kanawha Blvd., E.	Charleston	25305	558-5201
79	Governor's Office	WV Workforce Investment Board	601 Delaware Avenue	Charleston	25302	558-0111
80	Governor's Office	WV Commission for National & Community Service		Charleston	25305	558-0684
81	Governor's Office			Charleston	25305	558-0955
82	Department of Health and Human Resources	Board of Review	1900 Kanawha Blvd., E.	Charleston	25305	558-1970
83	Department of Health and Human Resources	Investigations and Fraud Management Unit	1900 Kanawha Blvd., E.	Charleston	25305	558-1858
84	Department of Health and Human Resources	Medicaid Fraud Control Unit	1900 Kanawha Blvd., E.	Charleston	25305	558-0630
85	Department of Health and Human Resources	Quality Assurance	350 Capitol Street	Charleston	25301	558-0234
86	Department of Health and Human Resources			Charleston	25301	558-0840
87	Department of Health and Human Resources	Bureau for Children & Families / RAPIDS Project	1012 Kanawha Blvd., E.	Charleston	25301	558-7899
88	Department of Health and Human Resources	Office of Communications	1900 Kanawha Blvd., E.	Charleston	25302	558-0416
89	Department of Health and Human Resources	Development Disabilities Council	110 Stockton Street	Charleston	25305	558-5995
90	Department of Health and Human Resources	Assistant Secretary for Finance	1900 Kanawha Blvd., E.	Charleston	25305	558-0684
91	Department of Health and Human Resources	General Council	1900 Kanawha Blvd., E.	Charleston	25311	558-7000
92	Department of Health and Human Resources	Health Care Authority	100 Dec Drive	Charleston	25301	558-2616
93	Department of Health and Human Resources	Human Rights Commission	1321 Plaza East	Charleston	25305	558-2278
94	Department of Health and Human Resources	Office of the Inspector General	1900 Kanawha Blvd., E.	Charleston	25305	558-7810
95	Department of Health and Human Resources	Management Information System	1900 Kanawha Blvd., E.	Charleston	25311	558-2921
96	Department of Health and Human Resources	WV Board of Medicine	101 Dec Drive	Charleston	25305	558-3217
97	Department of Health and Human Resources	Assistant Secretary of Operations	701 Jefferson Road	Charleston	25309	558-5319
98	Department of Health and Human Resources	Office of the Chief Medical Examiner	815 Quarrier Street Suite 418	South Charleston	25301	558-2981
99	Department of Health and Human Resources	Office of Environmental Health Services	167 Eleventh Avenue	South Charleston	25305	558-3530
100	Department of Health and Human Resources	Office of Laboratory Services	1900 Kanawha Blvd., E.	Charleston	25301	558-2101
101	Department of Health and Human Resources		814 Virginia Street, E.	Charleston	25305	340-3210
102	Higher Education Policy Commission		One Canley Drive	Charleston	25301	345-6475
103	House of Delegates		814 Virginia Street, E.	Charleston	25301	345-2672
104	Housing Development Fund		1900 Kanawha Blvd., E.	Charleston	25301	345-6200
105	Investment Management Board		301 Eagle Mountain Road, Room 218	Charleston	25305	347-4800
106	Jobs Investment Trust			Charleston	25311	555-2345
107	Legislative Services					
108	Legislative Services	Commission on Special Investigations				

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

## 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



# D&M Recycling Inc.

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April 19, 2011

State of West Virginia  
Environmental Protection, Department of REAP Office  
601 57th Street SE  
Charleston, WV 25304  
800-322-5530  
RFQ: DEP15408

D&M Recycling Inc would like to bid on the Recycling Services pertaining to the RFQ stated above. We are EOC monitored, and our entire facility is videotaped, inside and out, for added security. We have been in business since 1991. Our customer base reaches throughout West Virginia and surrounding states. Per your request, I am pleased to offer the following information, and to confirm pricing for our services.

We are offering recycling services for the REAP program in Charleston, WV. We are offering to recycle the wastepaper and pay WV DEP \$20 per ton. This price is firm for the duration of the contract based upon today's diesel price and the yellow sheet price of wastepaper. The fee would fluctuate based upon the changes in the price of diesel and the changes in the price of wastepaper listed on the yellow sheet. If diesel increases to more than \$4.50 per gallon, we will change the price per ton to \$10. If the diesel price increases to more than \$5.00 per gallon, we will pick up the recycle wastepaper at no charge. If the price of diesel increases to more than \$5.50 per gallon, we will charge \$10 per ton for the pickup of the recycle wastepaper. If the price of paper listed on the yellow sheet drops \$30 per ton, we will pick up the recycle wastepaper at no charge. The price adjustments are figured separately and will be adjusted separate from each other.

We have 1 truck to be dedicated to this service along with 1 full time employee for the direct pick up of the wastepaper. The equipment and clerical personnel necessary is already in place for the service to begin.

This service does not guarantee confidentiality of the material recycled. The material will not be shredded for confidentiality. We offer confidential shredding services that would secure the documents if that is necessary. The fee for this service is not included in this RFQ.

The goal of D&M Document Service has always been and will continue to be to offer the best and most cost efficient service to our customers. I would like to take this opportunity to again thank you for your interest and review of the above-mentioned offer. If you have any further questions or concerns, please feel free to contact me by phone, or e-mail me at [documentsolution@suddenlinkmail.com](mailto:documentsolution@suddenlinkmail.com).

Sincerely,



Donna Jesse, Operations Manager  
D&M Recycling Inc

PO Box 1639  
Sophia, WV 25921

voice 304-253-8925  
fax 304-255-1996

# 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.

**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: D&M Recycling Inc

Signed: [Signature]

Date: 4-22-11

Title: Op Mgr

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

RFQ No. DEP15408

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.

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Dam Recycling Incorporated

Authorized Signature: [Signature] Date: 4-22-11

State of WV

County of Summers, to-wit:

Taken, subscribed, and sworn to before me this 22 day of April, 2011.

My Commission expires April 26, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC Sue Ellen Adkins

