



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
ERCYCL11

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42 304-558-8802

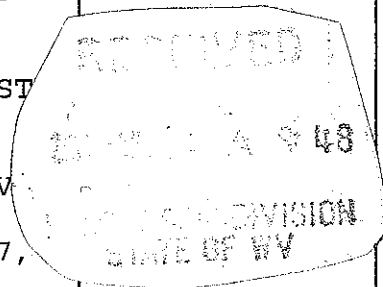
*219162717 847-836-5670
 HERITAGE CRYSTAL CLEAN LLC
 2175 POINT BLVD
 ELGIN IL 60123

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/23/2011				

BID OPENING DATE: 07/21/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		425-83		
<p>ELECTRONIC RECYCLING OF EQUIPMENT</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>OPEN END STATEWIDE CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION IS SOLICITING BIDS FOR AN OPEN END STATEWIDE CONTRACT FOR RECYCLING OF ELECTRONIC EQUIPMENT FOR ALL NON-EXEMPTED WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS OF THE ALL 55 COUNTIES PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS THURSDAY, JULY 7, 2011 AT THE CLOSE OF BUSINESS.</p> <p>ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFP SPECIFICATIONS BY AN OFFICIAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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<p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY CONCERNING THIS SOLICITATION IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</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:</p> <p>NO. 1 <input checked="" type="checkbox"/></p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <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</p>						

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<p>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;"><i>Michael R. ...</i> SIGNATURE</p> <p style="text-align: center;">HERITAGE CRYSTAL CLEAN, LLC COMPANY</p> <p style="text-align: center;">..... July 20, 2011</p> <p style="text-align: center;">DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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> <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>						

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<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> <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</p>						

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<p>MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. FOR ADDITIONAL ORDERING INSTRUCTIONS, SEE SECTION 3.5.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST</p>						

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<p>CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL FOR FILE 42</p> <p>RFQ. NO.: ERCYCL11</p> <p>BID OPENING DATE: JULY 21, 2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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<p>----- FAX: 847-836-5677 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Tom J. NADOLSKI -----</p>						
***** THIS IS THE END OF RFQ ERCYCL11 ***** TOTAL:						<u>\$57,910⁰⁰</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael J. ...</i>	TELEPHONE 847-836-5670	DATE JULY 20, 2011
TITLE DIVISIONAL VICE PRESIDENT	FEIN 35-2083150	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
RFQ Number ERCYCL11
Electronic Recycling of Equipment**

Please be advised that we have signed page 7 of the attached Request For Quotation in lieu of signing pages 1 through 7.

Heritage-Crystal Clean, LLC

2175 Point Boulevard, Suite 375, Elgin, IL 60123
847.836.5670 Phone 847.836.5677 Fax 877.WE TRY 4 U Toll Free
www.crystal-clean.com

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

8

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 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/noticeConfidentiality.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).

**REQUEST FOR QUOTATION
STATEWIDE CONTRACT
ELECTRONIC EQUIPMENT RECYCLING**

The State of West Virginia is soliciting bids to for an open-end statewide Contract to pick-up and **recycling** used electronic equipment, (or any part thereof).

1.0 PURPOSE

To provide recycling of electronic equipment to all West Virginia Agencies and political subdivisions in all 55 counties.

2.0 DEFINITIONS

The below terms shall be herein defined as:

- A. "Vendor:" the successful bidder(s)
- B. "Contract": the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- C. "Mandatory Requirements:" The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- D. "Agency:" any entity seeking goods/services under this Contract
- E. "Electronic Equipment:" only those items listed on Attachment A of this Contract

3.0 SCOPE OF WORK

3.1 The Vendor will pick up and recycle any used Electronic Equipment no longer of use to the State of West Virginia on an as needed basis.

3.2 Qualifications

3.2.1 By signing and dating this bid, the Vendor certifies that the Electronic Equipment being disposed of under this Contract is being recycled.

3.2.2 The Vendor must provide certification that the Vendor is a qualified recycler of Electronic Equipment.

3.3 Specifications

3.3.1 **2.3.1 Successful Vendor shall be expressly forbidden from sending any Electronic Equipment obtained through this Contract to a landfill without first recycling all Recyclable components.**

3.3.2 The Vendor **shall not** pick up any items other than Electronic Equipment contained on Attachment A.



**State of West Virginia
Department of Administration
Purchasing Division
RFQ Number ERCYCL11
Electronic Recycling of Equipment**

RE: Section 3.0 Scope of Work

3.2.2 The Vendor must provide Certification that the vendor is a qualified recycler of Electronic Equipment.

Heritage-Crystal Clean is a licensed transporter of Hazardous Wastes, including Electronic Equipment.

EPA Transportation ID #ILR000130062 Certificate enclosed.

Heritage-Crystal Clean uses Waste Management LampTracker for recycling of Electronic Equipment. A Facility Audit Information packet is enclosed detailing the qualifications of Waste Management as an Electronic Equipment supplier.

Heritage-Crystal Clean, LLC

2175 Point Boulevard, Suite 375, Elgin, IL 60123
847.836.5670 Phone 847.836.5677 Fax 877.WE TRY 4 U Toll Free
www.crystal-clean.com

**Alliance for Uniform HazMat Transportation
Procedures
Uniform Program Credentials**

 **Illinois Environmental Protection Agency**



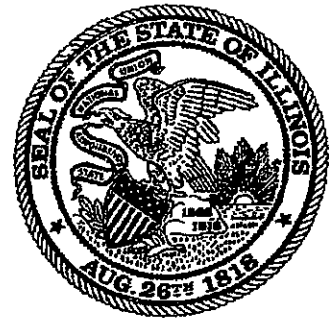
**ALLIANCE
For Uniform
HAZMAT
Transportation
Procedures**

HERITAGE – CRYSTAL CLEAN, LLC
ATTN: MICHELLE WALPER
2175 POINT BLVD, SUITE 375 -- EHS
ELGIN, IL 60123

USDOT #831633
MC# 368448
EPA Transportation ID# ILR000130062

Phone Number to call in case of an accident or emergency: 847/226-0756

Uniform Program ID: UPW0831633IL
Certified By: Hope Wright
Issuing Agency: Illinois Environmental Protection Agency
Agency Phone Number: 217/785-2361
Issuance Date: May 28, 2010
Credential Expiration: AUGUST 31, 2011





Kaiser, MO FACILITY AUDIT INFORMATION

Location: 415 Kaiser Ind. Drive
Kaiser, MO 65047

Last Revised: July 20, 2010

Toll Free: (888) 537-4874

Telephone: (573) 302-7575

Fax: (573) 302-7579

Contact: Joe Nelson, Senior Manager of Operations

Internet Website: www.wmlamptracker.com

E-Mail Address: jnelson@wm.com

Federal EPA ID#: MOR000504456

FACILITY DESCRIPTION:

WM LampTracker, Inc. operates an 26,550 sq. ft. fluorescent lamp recycling facility located in an industrial park in Kaiser, MO. The facility is constructed of metal exterior walls, two-hour sheet rock internal walls and a steel deck roof. The floors are sealed with epoxy paint.

All lamp processing is conducted in a secondary containment room within the main structure. This containment room is air-conditioned and has a carbon filter system for the collection of mercury vapors released during processing. The primary source of mercury vapors during processing comes from opening containers with broken lamps or by the breakage of lamps during unpacking.

The lamps are manually placed onto a conveyor belt which feeds the lamps into an enclosed machine. The lamp processing machine operates under negative air flow to eliminate the escape of mercury vapors. The lamps are passed through a crusher and the three principal lamp components (broken glass, aluminum endcaps and mercury-containing calcium phosphate powder) are separated. The mercury-containing calcium phosphate powder is shipped to Mercury Waste Solutions, Inc. in Union Grove, WI. This is a mercury retorting facility for mercury recovery.

The facility also operates as a 10-day hazardous waste storage facility and a consolidation facility for lighting ballasts, batteries and obsolete computer equipment.

The facility location is not on any State or Federal CERCLA (Superfund) lists.

TYPES OF WASTE CUSTOMERS MAY SEND TO THE FACILITY:

Customers may send any of the following types of waste to the facility:

mercury-containing lamps	mercury products/devices
used dry cell batteries	PCB and non-PCB lighting ballasts
obsolete electronic equipment	

LampTracker is an innovative fluorescent lamp recycling program. This fluorescent lamp recycling program eliminates sorting and accumulation, messy storage, scheduling of shipments and tracking of paperwork.

LampTracker prepaid service includes shipping the recycling container to the customer's door, return freight via UPS or FedEx, and the recycling of the materials. The specially designed LampTracker lamp recycling containers have passed the rigorous testing of UPS and LampTracker is the only universal waste recycling program that UPS will transport. Specially designed LampTracker boxes are available to handle 4-foot, 6-foot, 8-foot fluorescent tubes and shielded lamps as well as compact fluorescent lamps, HID lamps, U-bend lamps and UV lamps. After the container is shipped, the customer can enter the individual box bar code tracking number at the WM LampTracker.com website and verify that the lamps were safely recycled.

The BucketTracker program provides heavy duty, locking-lid buckets with handles for the recycling of dry cell batteries, intact non-leaking lighting ballast and mercury devices. This prepaid program includes the shipment of a recycling bucket to the customer's door, return freight via UPS or FedEx, and the recycling of the materials.

FACILITY REGULATORY INFORMATION:

The facility is regulated by the Missouri Department of Natural Resources, with a RCRA Part B permit, and Certified Resource Recovery Facility Permit.

MAXIMUM FACILITY STORAGE CAPACITY:

The facility has an average processing capacity of over 65,000 4-foot lamps per an eight hour shift. The maximum allowable facility lamp storage is the equivalent of 300,000 standard 4-foot lamps. The maximum amount of calcium phosphate powder that can be stored at the facility is twenty (20) 55 gallon drums.

Glass is processed and used as abrasive blasting media.

Endcaps are sent to a smelter.

Cardboard is sent for recycling.

Plastic pails from BucketTracker program are sent for recycling

Non PCB Lighting ballasts and capacitors are sent to a smelter

PCB Ballasts are sent for recycling and PCB capacitors are incinerated.

Batteries are sent for metals recovery.

Obsolete computer equipment are sent for recycling

WASTE RECEIVING AND HANDLING PROCEDURES:

Lamps require no pre-approval and are generally received on a Bill of Lading. Lamps may be received on a hazardous waste manifest.

Lighting ballast require no pre-approval and are generally received on a bill of lading. Ballast may be received on a hazardous waste manifest.

Mercury products/devices and some batteries require a waste profile and must be pre-approved prior to shipment/receipt.

Obsolete computer equipment requires no pre-approval and is generally received on a Bill of Lading.

All wastes are tracked by either a bill of lading or a manifest. The facility maintains detailed tracking logs for all incoming and outbound wastes.

PERSONNEL TRAINING:

The facility has training programs in place for its employees. Initial training is mandatory for all WM LampTracker facility employees. The training includes: OSHA 24-hour hazardous waste training; 8-hour hazardous waste refresher training; hazardous materials transportation training; hazard communication (worker right-to-know) training; mercury hazard training; spill response training; respirator training; facility health and safety protocols; facility standard operating procedures; forklift training; AWAIR training; and other applicable OSHA, RCRA and DOT required training.

Employee training records are kept at the facility.

FACILITY CLOSURE PLAN:

WM LampTracker has closure plans and closure funds with the Missouri Department of Natural Resources. Both closure funds are fully cash funded through Trust Agreements with Marshall & Hsley Trust Company, N.A.

INSURANCE:

The facility maintains general liability, auto, excess liability and pollution legal liability insurance coverage. A Certificate of Liability Insurance will be provided upon request.

TRANSPORTATION:

In addition to receiving lamps from UPS, Fed Ex, common carrier and customer deliveries, WM LampTracker transports material in its own licensed vehicles.

US DOT Reg. No: 1846707

BUSINESS INFORMATION:

Year Business Established: 1996 as HTR-GROUP

HTR-GROUP was acquired in Jan. 2009 by Waste Management.

Years at Current Site: Since 2000

Parent Company Name/Address: Waste Management
1001 Fannin
Suite 4000
Houston, TX 77002

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3.3.3 Destruction of Hard Drives

3.3.3.1 Some equipment may still contain hard drives which shall be **removed** and made useless in order to that no access to use of the data occurs. If requested by the Agency, the Vendor must shred any hard drive left in the equipment. The Vendor must physically destroy the hard drives with an on-site shredding machine.

3.3.3.2 The Vendor must meet HIPAA requirements for the destruction of protected health information.

3.4 Cost

3.4.1 The Vendor shall provide a single cost per pound for each type of Electronic Equipment listed. A rate based upon a price per pound for Electronic Equipment listed must be entered on the Attachment A: Cost Sheet. The rate entered on the pricing page shall cover all Vendor costs, including transportation, salaries, taxes, insurance, and shredding required. **No additional fees shall be allowed.** (If possible, please type the pricing page.)

3.5 Ordering and Use

3.5.1 **Prior to any order placement against this Contract, the Agency shall have an approved retirement document from the Manager of the West Virginia Surplus Property Division for each piece of equipment to be recycled.**

3.5.2 Agencies with an approved retirement document shall issue a WV-39 Release Order to the Vendor listing the Electronic Equipment to be recycled with model and serial number, and the location from which the equipment is to be picked-up. If hard drive destruction is to be performed by the Vendor for any Electronic Equipment on the WV-39 Release Order, the Agency shall also list "Hard Drive Destruction Required" for each model and serial number to include these services.

3.5.3 Within one week from the receipt of a WV-39 Release Order from the Agency, the Vendor shall notify the requesting Agency of the approximate date that the Electronic Equipment will be picked up for removal.

3.5.4 The Vendor shall pick up all Electronic Equipment within thirty (30) days of request.

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- 3.5.5 If the Vendor cannot pick up within thirty (30) days or if there is a delay in the initial pick up date, the Vendor shall notify the Agency, in writing, of the delay and submit an alternate pick up date. The Vendor is required to get written confirmation of the new pick up date from the Agency. Vendor requests for approval may be submitted via email or fax to the Agency.
- 3.5.6 The Agency shall make every attempt to have all Electronic Equipment to be picked up in a centralized location; however, this cannot be done in all instances. The Vendor is responsible for supplying all labor to remove all Electronic Equipment covered under this Contract for disposal.
- 3.5.7 The Vendor shall, at the time of pick up, provide the Agency with a receipt ticket listing the WV-39 Release Order number, a complete list of the equipment to be recycled with model number and serial number, indication that any requested hard drive disposal shall be performed, and approved retirement document number. Both the Vendor and the Agency must sign the receipt ticket prior to the removal of any equipment. **Any Electronic Equipment removed from any State location without an approved retirement document is expressly prohibited and may result in the cancellation of the Vendor's Contract.**
- 3.5.8 For Electronic Equipment where destruction of hard drive is required/performed, the Vendor shall issue a destruction certificate on all such hard drive listing the date, serial number, make, model and disposing Agency.
- 3.5.9 Within two days of pick up, the Vendor must provide a certificate which indicates the total weight of the Electronic Equipment being recycled including a statement certifying that the equipment will be recycled rather than being sent to a landfill.

4.0 PAYMENT

- 4.1 The Vendors shall not perform any work under this Contract without a valid Release Order (WV-39) as defined in Exhibit 3 of this document OR West Virginia State Purchasing Card (P-card) transaction.

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4.2 The Vendor MUST accept the State of West Virginia Purchasing Card for payment by all authorized State agencies for purchases against this Contract.

4.3 The Vendor shall submit all Invoices to the Agency issuing the WV-39 Release Order.

4.4 The costs listed in the Contract must match the invoice to assure timely payment.

5.0 AWARD

5.1 Award shall be made to the lowest responsible bidder based on the Vendor's completed bid scenario located in Attachment A.

6.0 REPORTING

6.1 Successful Vendor shall provide bi-annual reporting showing the quantities of each type of Electronic Equipment picked up, the Invoice Value of each order placed against this Contract, and the Agency (including political subdivisions) issuing the order. Report shall not simply provide a list of users and the grand total of use under the statewide Contract.

7.0 Terms and Conditions

7.1 **Confidentiality:** The successful Vendor must comply with all Agency confidentiality policies on all information destruction.

7.2 **Record Retention (Access & Confidentiality):** Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this Contract by Vendor. The Vendor shall maintain such records a minimum of (5) years and make available all records to West Virginia Agencies at Vendor's location during normal business hours upon written request by State Agency within ten (10) days after receipt of the request.

7.3 **Conflict of Interest:** Vendor Affirms that it, its, officers or members or employees presently have no interest and will not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the Contract, the Vendor

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will periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered will be promptly presented in detail to the Agency.

7.4 Prohibition Against Gratuities:

7.4.1 Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the Vendor or a company regularly employed as its marketing agent to solicit or secure the Contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the Contract.

7.4.2 For breach or violation of this warranty, the State will have the right to annul this Contract without liability at its discretion, and/or pursue any other remedies available under this Contract or by law.

7.5 Vendor Relationship:

7.5.1 The relationship of the Vendor to the State will be that of an independent Contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Vendor as an independent Contractor is solely liable for the acts and omissions of its employees and agents.

7.5.2 The Vendor will be responsible for selecting, supervising and compensating any and all individuals employed. Neither the Vendor nor any employees or Contractors of the Vendor will be deemed to be employees of the State for any purposes whatsoever.

7.5.3 The Vendor shall be exclusively responsible for payment of employees and Contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Worker's Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

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7.5.4 The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without expressed written consent of the Agency.

7.6 Indemnification: The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: 1) Any claims or losses for services rendered by any subContractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; 2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subContractors by the publications, translation, reproduction, delivery, performance, use or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; 3) Any failure of the Vendor, its officers, employees, or subContractors to observe State and Federal laws, including but not limited to labor and wage laws.

7.6.1 The Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payment, withholding, contributions, taxes, social security taxes, and employer's income tax returns.

7.7 Governing Law: This Contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

7.8 Compliance with Laws and Regulations

7.8.1 The Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or Municipal, along with all regulations, and ordinances of any regulating body.

7.8.2 The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the Electronic Equipment, or services delivered pursuant here to shall be

**REQUEST FOR QUOTATION
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borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

ERCYCL11 COST SHEET

Please Print or Type the Requested Information

HERITAGE-CRYSTAL CLEAN, LLC

Type of Electronic Equipment	Estimated # Pounds	Cost Per Pound	Total
Computer Equipment			
Monitors	10,000	\$ 0.70	\$ 7,000. ⁰⁰
CPU	25,000	\$ 0.70	\$ 17,500. ⁰⁰
Mice	5000	\$ 0.70	\$ 3,500. ⁰⁰
Keyboards	5000	\$ 0.70	\$ 3,500. ⁰⁰
Printers	5000	\$ 0.70	\$ 3,500. ⁰⁰
Modems	1000	\$ 0.70	\$ 700. ⁰⁰
Switches	1000	\$ 0.70	\$ 700. ⁰⁰
Hubs	250	\$ 0.70	\$ 175. ⁰⁰
Other Electronic Equipment			
Televisions	2,000	\$ 0.70	\$ 1,400. ⁰⁰
Telephones	1000	\$ 0.70	\$ 700. ⁰⁰
Associated Telephone Equipment	1000	\$ 0.70	\$ 700. ⁰⁰
Copiers	5,000	\$ 0.70	\$ 3,500. ⁰⁰
Fax Machines	1000	\$ 0.70	\$ 700. ⁰⁰
Radio Equipment	15,000	\$ 0.70	\$ 10,500. ⁰⁰
		Cost Per Each	Total
Fluorescent Bulbs	1,000	\$ 0.70	\$ 700. ⁰⁰
4 feet or Less	1,000	\$ 0.10 FT	\$ 100. ⁰⁰
More than 4 feet	1,000	\$ 0.10 FT	\$ 100. ⁰⁰
HID Bulbs	1,000	\$ 1.70	\$ 1,700. ⁰⁰
Circular Bulbs	1,000	\$ 0.70	\$ 700. ⁰⁰
PCB Lamp Ballast	1,000	\$ 0.10	\$ 100. ⁰⁰
Non-PCB Lamp Ballast	1,000	\$ 0.05	\$ 50. ⁰⁰
Destruction of Hard Drives	500	\$ 0.77	\$ 385. ⁰⁰
Total Cost:			\$ 57,910.⁰⁰

Note: The prices entered shall be the entire cost to be charged for the recycling service. Price quoted must include vendor picking up equipment at any location within the State of West Virginia.

Contract Coordinator:Name: Tom NADOLSKITelephone: 847-836-5670Fax Number: 847-836-5677Email: TOM.NADOLSKI@CRYSTAL-CLEAN.COM**Vendor Certification:**

By signing below, I hereby certify that if awarded this contract, all equipment shall be recycled.

Signature: Michael D. [Signature]Title: DIVISIONAL VICE PRESIDENT



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
ERCYCL11

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 42
 304-558-8802

VENDOR

*219162717 847-836-5670
 HERITAGE CRYSTAL CLEAN LLC
 2175 POINT BLVD
 ELGIN IL 60123

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
07/14/2011				

BID OPENING DATE: **07/21/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE ANSWERS TO THE TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL CONTRACT (ERCYCL11)						
BID OPENING DATE REMAINS: 07/21/2011						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		425-83		
ELECTRONIC RECYCLING OF EQUIPMENT						
***** THIS IS THE END OF RFQ ERCYCL11 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 847-836-5670	DATE JULY 20, 2011
TITLE DIVISIONAL VICE PRESIDENT	FEIN 35-2083150	ADDRESS CHANGES TO BE NOTED ABOVE

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

TECHNICAL QUESTIONS

STATEWIDE CONTRACT ERCYCL11

Q. *Section 3.0 Scope of Work*

3.2.2 The vendor must provide certification that the vendor is a qualified recycler of electronic equipment.

What kind of "certification" do you require? From who? What do you consider a "qualified recycler of electronic equipment"?

A. Examples: R2 and e-Steward. Either would be acceptable.

The process for developing a certification for e-waste actually began in 2006, and that system eventually became R2 certification in January 2010. BAN broke off from the industry-led R2 program to start the e-Steward standard, which was unveiled April 15, 2010, because R2 "continued to allow old toxin-laced electronics to be shipped abroad," says BAN's Jim Puckett.

The e-Steward standard bans the export of electronics to the developing world unless the devices contain "functioning, working products that have been tested." Recyclers who abide by the standards also must have stricter worker health and safety standards than R2, covering substances such as brominated fire retardants, and must require air monitoring and sampling for toxins, according to Sarah Westervelt of BAN.

Recyclers certified to R2's standards do allow the export of certain focus materials (FM), including mercury, lead in CRT glass, and PCBs (polychlorinated biphenyls), as long as countries produce documentation accepting them. R2 discourages dumping or incinerating these materials, but e-Steward advocates point to a loophole in the language: "If circumstances beyond the control of the R2 recycler disrupt its normal management of an FM, it may consider these technologies to the extent allowed under applicable law."

In contrast, the e-Steward standard completely prohibits land filling and incineration of e-waste under any circumstances. R2's language is more general, requiring recyclers to develop and use environmental, health and safety management systems of their choosing.

Q. *Section 3.0 Scope of Work*

3.5.9 Within two days of pick up, the vendor must provide a certificate which indicates the total weight of the electronic equipment being recycled including a statement certifying that the equipment will be recycled rather than being sent to landfill.

In some cases, this would be a real "time crunch". More than 2 days is needed to complete this type of work. When pickups come into the warehouse, sometimes it has to sit for a few days

of data are first sanitized/destroyed according to NIST 800-88 guidelines using approved Department of Defense sanitizing software (DoD 5220.22-M)?

A. No, current DoD standard for hard drive data destruction requires that they be rendered useless by physical destruction or Degaussing. No resale of any hard drive will be permissible under this contract. The intent of this contract is not to provide equipment to a RECYCLER that is suitable for re-sale. The objective is to have the equipment shredded and the components sorted, harvested by material type, and recycled for re-use in manufacturing other products.

Q. In regards to section 3.5.9, will a weight ticket, obtained from a licensed, certified, public scale, be accepted for the purposes of this section?

A. Yes, this type of scale should be permissible, assuming it is certified by a properly authorized certification authority. If this public scale weighs a truckload, it will be necessary for the weight to be isolated to each agency's portion of the load, if an agency is paying for its own recycling costs. Can examples of such scales be provided?

before it can be inventoried and weighed. I normally have all the weight and inventory sheets from the warehouse for billing within a week of the pickup.

A. This requirement remains unchanged.

Q. 4.0 Payment

4.1 The vendors shall not perform any work under this contract without a valid release order (WV-39) as defined in exhibit 3 of this document OR West Virginia State Purchasing Card (P-Card) transaction.

We also receive WV103 forms as retirement forms for State surplus. Will these no longer be acceptable? Will the vendor ONLY be permitted to accept a WV-39?

A. The WV103 Retirement Form is an internal document between the Agency and Surplus Property. This document shall not be used in lieu of a WV-39 Release Order. Please see Section 3.5 for Ordering Instructions.

Q. We do accept the WV State Purchasing Card as payment, but have been told by the auditor's office that because we are a Sole Proprietor, that we are not permitted to use it. We can only be paid by a check from the state.

*Because of this requirement, will this prevent us from bidding on the contract?

*Will we still be able to continue to accept checks for payment?

A. WV State Purchasing Card acceptance is a provision of this contract.

Q. On the list of electronics for recycling, you do not list software. Is this to be included as an electronic?

A. Only electronic equipment as defined in the Request for Quotation is covered under this contract.

Q. Currently, at the state's request on the contract, we are recycling office furniture, (desks, chairs, tables, cabinets, wipe boards, etc...). It is listed as miscellaneous electronic equipment. Will this continue to be part of the contract?

A. No. Per section 3.3.2, this contract is limited to the items listed on Attachment only. ***"The Vendor shall not pick up any items other than Electronic Equipment contained on Attachment A."***

Q. Will the West Virginia State Purchasing Division allow any of the listed assets to be resold if the vendor provides proof that any re-sellable assets that contain hard drives or other forms

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
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: HERITAGE - CRYSTAL CLEAN, LLC

Authorized Signature: *Michael DeAngelis* Date: July 20, 2011

State of Illinois

County of Hane, to-wit:

Taken, subscribed, and sworn to before me this 20 day of July, 2011.

My Commission expires 12/11/13, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC

Maureen L. Grisolia

