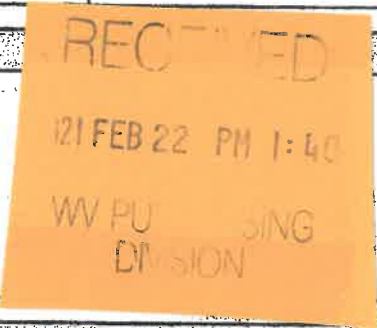
	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 59130 Charleston, WV 25305-0130	<b>State of West Virginia</b> <b>Centralized Request for Quote</b> <b>Service - Misc</b>

<b>Proc Folder:</b> 628494 <b>Doc Description:</b> Open-end contract for office paper recycling		<b>Reason for Modification:</b>
<b>Proc Type:</b> Central Master Agreement		
<b>Date Issued</b> 2021-02-09	<b>Solicitation Closes</b> 2021-02-24 13:30	<b>Solicitation No</b> CRFQ 0313 DEP2100000019
		<b>Version</b> 1

<b>BID RECEIVING LOCATION</b> <b>BID CLERK</b> DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US	
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<b>VENDOR</b> Vendor Customer Code: 000000202187 Vendor Name: PALE ENTERPRISES OF WV INC Address: 889 MYLAN PARK LANE Street: City: MORGANTOWN State: WV Country: Zip: 26501 Principal Contact: HERMAN MIERSON Vendor Contact Phone: (304) 993-1008 Extension:	
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<b>FOR INFORMATION CONTACT THE BUYER</b> Joseph E Hager III (304) 558-2306 joseph.e.hageriii@wv.gov
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Vendor Signature X 	FEIN# 550528357	DATE FEB 22 2021
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All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Department of Environmental Protection to establish an open-end contract to supply all transportation, labor and supervision necessary to provide complete recyclable commodities collection services to recycling program participants, per the attached bid specifications and terms and conditions.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION REAP OFFICE 601 57TH ST SE CHARLESTON WV 25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Recycling Services				

Comm Code	Manufacturer	Specification	Model #
76122300			

**Extended Description:**

Collect and recycle office material per ton  
Quantity listed is an estimate for bidding purposes only and is not guaranteed. VENDOR SHOULD SUBMIT EXHIBIT C PRICING SHEET

**SCHEDULE OF EVENTS**

Line	Event	Event Date
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**GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM, RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** Initial Contract Term: This Contract becomes effective on upon award \_\_\_\_\_ and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** - This contract may be renewed for \_\_\_\_\_ days, provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting  
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 02/17/2021 @ 4:00 PM

Submit Questions to: Josh Hager

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid-submission)

Email: Joseph.E.HagerIII@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Open End Contract for Office Paper Recycling

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0313 DEP2100000019

BID OPENING DATE: See next page

BID OPENING TIME: See next page

FAX NUMBER: 304-558-3970

Revised 01/09/2020

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus <sup>NA</sup> convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

Technical

Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** 02/24/2021 @ 1:30 PM

**Bid Opening Location:** Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

Revised 01/09/2020



equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:  
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or



minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Purchasing Agency.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. ANY certified check, cashier's check, or irrevocable letter or credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain: ATTACHED

- Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability in an amount of: \_\_\_\_\_ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.



- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. 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, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

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 payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. 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 publication, 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; and (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 and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing\\_requisitions@wv.gov](mailto:purchasing_requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

"substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

JIM STOEN *for* OPERATIONS DIRECTOR  
(Name, Title)

(Printed Name and Title)

889 MYLAN PARK LANE, MORGANTOWN, WV 26501  
(Address)

(304) 983-1008 / (304) 983-2843  
(Phone Number) / (Fax Number)

shrcd-ops@pacasenterprises.org  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

PAGE ENTERPRISES OF WV INC  
(Company)

*[Signature]* HERMAN RIBSON DIRECTOR OF SALES  
(Authorized Signature) (Representative Name, Title)

GEORGE HERMAN RIBSON II *[Signature]*  
(Printed Name and Title of Authorized Representative)

FEB. 22<sup>nd</sup>, 2021  
(Date)

(304) 376-0036 / (304) 983-2843  
(Phone Number) (Fax Number)



**ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**  
(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

FACE ENTERPRISES OF NV INC  
Company

[Signature]  
Authorized Signature

FEB 22, 2021  
Date

*\*NO ADDENDUM  
ISSUED\**  
[Signature]

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

**REQUEST FOR QUOTATION**  
**Recycling Services**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Department of Environmental Protection to establish an open-end contract to supply all transportation, labor and supervision necessary to provide complete recyclable commodities collection services to recycling program participants. Potential recycling program participants include all entities listed on *Attachment A* and other entities that may be added later.

This solicitation was previously advertised as CRFQ 0313 DEP1700000015 and solicitation opened on 02/16/2017. Bid results may be reviewed at:  
<http://www.state.wv.us/admin/purchase/Bids/FY2017/BO20170216.html>

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS and used to evaluate the Solicitation responses.
- 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 "Recyclable Commodities"** means the list of acceptable items identified on *Attachment B*.

**3. GENERAL REQUIREMENTS:**

- 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.1.1** The vendor has sole responsibility for carrying out the terms of this contract.
- 3.1.1.1** 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.
- 3.1.2** The vendor shall provide an all-inclusive price per ton to supply all transportation, labor, and supervision necessary to provide complete

**REQUEST FOR QUOTATION**  
**Recycling Services**

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recyclable commodities collection services at all potential locations identified on *Attachment A*.

**3.1.3** The vendor must interact directly with each location Coordinator.

**3.1.4** The initial contact list will be provided by the WVDEP; however, it shall be the vendor's responsibility to develop and maintain an up to date contact list for each pick-up location.

**3.1.5** The vendor shall pick up recyclable commodities from each participating 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. The vendor is not responsible for providing recycling containers at each location.

**3.1.5.1** Schedules may be adjusted over time through consultation between the coordinator of each agency and vendor representatives based on operation results.

**3.1.6** At the agreed upon pick up time, the vendor shall empty the bulk collection containers and replace with empty ones at the time of pickup.

**3.1.6.1** If the vendor cannot make a scheduled pickup on-time, they must make the pickup within a maximum of 24 hours.

**3.1.7** Vendor must make unscheduled pick-ups when requested by the coordinator of the agency needing the pick-up.

**3.1.8** Vendor shall guarantee no more than a maximum 48-hour turn around for handling non-scheduled and extra pickups.

**3.1.9** Vendor personnel performing centralized pickups shall be uniformed and carry identification cards identifying them as representatives of the vendor.

**3.1.10** Vendor shall be responsible for recycling of all recyclable paper commodities picked up at state facilities.

**3.1.11** The vendor shall assume all responsibilities associated with pickup and transportation of all items to be recycled.

**3.1.12** Vendor shall maintain records substantiating that recyclable commodities have been recycled in accordance with the terms of the contract. Records shall consist of tonnages picked up and recorded from all agencies.

**REQUEST FOR QUOTATION**  
**Recycling Services**

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**3.1.13** Vendors shall submit weight tickets for recyclables sent to markets if requested by an agency coordinator.

**3.1.14** Prior to award, the vendor must submit the following within one week of request:

**3.1.14.1** A comprehensive outline of their plan to meet the conditions of this contract. This plan shall include, but is not limited to the following: How many trucks are available for pickup, route schedules, whether they will be removing bins and replacing with empty ones or just emptying the ones at the location, how they will perform emergency pickups, what backup plan they would have for trucks breaking down or workers taking off, and contact information.

**3.1.15** Area to be covered: Refer to *Attachment A* for the current list of potential locations. Changes to the demographics in location of offices will be made via a change order updating *Attachment A*.

**3.1.16** Materials Collected by State Agencies: High Grade office paper, including computer and laser printer and mixed paper including old corrugated boxes. *Attachment B* outlines paper accepted.

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

**3.1.16.1.2** Under no circumstances will the state be charged for the further separation of paper into grades or the removal of staples or any other fasteners.

**3.1.16.1.3** It shall be the vendor's responsibility to contact the end user to determine specific delivery requirements. Refer to *Attachment A*.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**REQUEST FOR QUOTATION**  
**Recycling Services**

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**Evaluation of this solicitation will be based upon the following:**

1. *The awarded contract will go to the Vendor who provides the highest reimbursement rate (cost per Ton) for pickup to the State per the Vendor's submitted bid response.*
  2. *In the event no vendor will reimburse the State for the products covered within this solicitation then the award will be to the Vendor that bid the lowest (cost per Ton) for pickup to the State per the Vendor's submitted bid response.*
- **VENDOR IS TO PRICE ONLY ONE OPTION. PRICING MORE THAN ONE OPTION WILL BE CAUSE TO DISQUALIFY VENDORS SUBMITTED RESPONSE.**

- 4.2 **Pricing Pages:** Vendor should complete the Pricing Page (Exhibit C) by bidding on the price per ton. Vendor should complete the Pricing Page as instructed with no modifications as failure to do so may result in Vendor's bids being disqualified.

The Exhibit C Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the state's wvOASIS vendor self-service (VSS). If unable to respond online, vendor must submit their Exhibit C Pricing Page with their submitted bid prior to the scheduled bid opening date.

Vendor should electronically enter the information into the Exhibit C Pricing Pages through wvOASIS, if available, or as an electronic document. Vendor can download the electronic copy of the Exhibit C Pricing Pages from the wvOASIS Vendor Self-Service (VSS) website. If responding with a paper bid, Vendors should download and/or print the Exhibit C Pricing Page from wvOASIS and insert their unit price and extended cost for each line item as instructed by the Exhibit C Pricing Page.

**5. ORDERING AND PAYMENT:**

- 5.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall

**REQUEST FOR QUOTATION**  
**Recycling Services**

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ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**5.2.1** Billing shall be done at a maximum of once per month.

**5.2.2** Vendor shall be paid or shall pay based on the price per ton of recyclable commodities picked up and recycled. The price is an all-inclusive price per ton to include: all transportation costs, labor costs, recycling costs and any other fees necessary to perform under this contract.

**5.2.3** Vendor shall invoice or pay DEP for services provided under this contract.

**6. VENDOR DEFAULT:**

**6.1** The following shall be considered a vendor default under this Contract.

**6.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**6.1.2** Failure to comply with other specifications and requirements contained herein.

**6.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**6.1.4** Failure to remedy deficient performance upon request.

**6.2** The following remedies shall be available to Agency upon default.

**6.2.1** Immediate cancellation of the Contract.

**6.2.2** Immediate cancellation of one or more release orders issued under this Contract.

REQUEST FOR QUOTATION  
Recycling Services

6.2.3 Any other remedies available in law or equity.

7. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7.1 **Reports:** 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 along with invoice or payment for recycled commodities. The report must be signed to verify accuracy. Failure to supply such reports may be grounds for cancellation of this Contract.

7.1.1 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.

7.2 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: JIM STOEN

Telephone Number: (304) 983-1008

Fax Number: (304) 983-2843

Email Address: shred-ops@pacenterprises.org



Attachment A

ID	Agency	Director	Unit	Address	Address 2	City	Zip	Telephone	Contact
1	Department of Administration			1900 Kanawha Blvd. E.		Charleston	25305	538-4311	
2	Department of Administration			302 Eagle Mountain Road	Bldg. 1, Room B-119	Charleston	25311	538-5403	
3	Department of Administration			Consolidated Public Retirement Board	Yeager Airport	Charleston	25315	538-2732	
4	Department of Administration			1900 Kanawha Blvd. E.	Bldg. 3, Room 213	Charleston	25305	538-3570	
5	Department of Administration			Office Commission	Bldg. 3, Room 1006	Charleston	25305	538-0664	
6	Department of Administration			Finance Division	2077 Quarrier Street	Charleston	25301	538-6181	
7	Department of Administration			Finance Division, Accounting Section	2019 Washington St. E.	Charleston	25305	538-9439	
8	Department of Administration			Finance Division, Budget Section	2019 Washington St. E. Bldg. 15, 2nd Flr	Charleston	25305	538-0040	Yvonne Gannon
9	Department of Administration			Finance Accounting and Reporting Section (FARS)	1900 Kanawha Blvd. E.	Charleston	25305	538-0040	Jeri Buckner
10	Department of Administration			General Services Division	2077 7th Avenue, SW	Charleston	25305	538-2317	Stacie Brady
11	Department of Administration			Gravestone Board, Education and Staff Employees	1900 Kanawha Blvd. E.	Charleston	25305	538-3364	
12	Department of Administration			Information Services and Communications Division (IS&C)	602 Greenfield Street	Charleston	25301	538-3344	
13	Department of Administration			Information Services and Communications Division (IS&C)	1900 Kanawha Blvd. E.	Charleston	25305	538-8390	
14	Department of Administration			Division of Inspection	4101 MacCorkle Ave. SE	Charleston	25304	538-8348	Faye Buschen
15	Department of Administration			Projecting Assistance Institute	1900 Kanawha Blvd. E.	Charleston	25305	538-3348	Loroth Evans
16	Department of Administration			Public Defender Services	3206 Kanawha Blvd. E.	Charleston	25305	538-3348	
17	Department of Administration			Public Employee Insurance Agency (PEIA)	2077 7th Avenue	Charleston	25305	538-3348	
18	Department of Administration			Purchasing Division	1900 Kanawha Blvd. E.	Charleston	25305	538-3348	
19	Department of Administration			Purchasing Division, Administrative Services Division	2019 Washington St. E.	Charleston	25305	538-7850	Payton Brown
20	Department of Administration			Purchasing Division, Supply Property Unit	1900 Kanawha Blvd. E.	Charleston	25305	538-3306	
21	Department of Administration			Board of Risk and Insurance Management	4001 MacCorkle Avenue SW	Durbin	25704	704-2626	JaAnn Dunlap
22	Department of Agriculture			Administrative Services Division, Building and Grounds	300 Glanville Bldg.	South Charleston	25309	765-2646	Traci McKinnin
23	Department of Agriculture			Commissioners Division	Bldg. 1, Room B-39	Charleston	25305	538-2201	
24	Department of Agriculture			Civil Rights Division	Office Agriculture Center	Charleston	25305	538-4088	Michael Bradman
25	Department of Agriculture			Consumer Protection/Arbitration Division	Office Agriculture Center	Charleston	25304	538-3708	Christine Kelly-Soye
26	Department of Agriculture			Employment Programs Litigation Unit	Bldg. 1, Room B-36	Charleston	25301	538-0546	Regina Vahri
27	Department of Agriculture			Employment Programs Litigation Unit/Worker's Comp. Claims	812 Quarrier St., 5th Floor	Charleston	25301	538-0786	
28	Department of Agriculture			Health and Human Resources	101 Dee Drive	Charleston	25312	538-6131	Buffy Washington
29	Department of Agriculture			Tax, Revenue, Education, Arts and Transportation	300 Summers Street	Charleston	25311	538-0786	
30	Department of Commerce			WV Development Office	Bldg. 5, Room 205	Charleston	25305	538-2191	
31	Department of Commerce			WV Development Office/Governor's Workforce Investment Office	Bldg. 1, Room 415-W	Charleston	25305	538-2322	
32	Department of Commerce			WV Development Office/GWID-WIA Program Development	Bldg. 1, Room W-100	Charleston	25305	538-2321	Sean Gerten
33	Department of Commerce			WV Development Office/GWID-WIA Program Development	Bldg. 17	Charleston	25305	538-2200	
34	Department of Commerce			WV Development Office/GWID-WIA Program Development	Bldg. 4, Room 325	Charleston	25305	538-3078	Diana Spence
35	Department of Commerce			WV Development Office/GWID-WIA Program Development	Bldg. 6, Room B-617	Charleston	25305	538-7084	
36	Department of Commerce			WV Development Office/GWID-WIA Program Development	132 Callihers Avenue	Charleston	25309	538-1138	
37	Department of Commerce			WV Development Office/GWID-WIA Program Development	132 Callihers Avenue	Charleston	25309	538-6922	
38	Department of Commerce			WV Development Office/GWID-WIA Program Development	132 Callihers Avenue	Charleston	25305	538-1263	
39	Department of Commerce			WV Development Office/GWID-WIA Program Development	132 Callihers Avenue	Charleston	25305	538-1827	
40	Department of Commerce			WV Development Office/GWID-WIA Program Development	132 Callihers Avenue	Charleston	25301	538-1473	
41	Department of Commerce			WV Development Office/GWID-WIA Program Development	500 Kanawha Blvd. E.	Charleston	25305	538-3925	
42	Department of Commerce			WV Development Office/GWID-WIA Program Development	1900 Kanawha Blvd. E.	Charleston	25304	538-2840	
43	Department of Commerce			WV Development Office/GWID-WIA Program Development	1900 Kanawha Blvd. E.	Charleston	25305	538-2788	
44	Department of Commerce			WV Development Office/GWID-WIA Program Development	1615 Washington St. E.	Charleston	25305	538-7930	Paula Purpore
45	Department of Commerce			WV Development Office/GWID-WIA Program Development	1900 Kanawha Blvd. E.	Charleston	25311	538-1425	
46	Department of Commerce			WV Development Office/GWID-WIA Program Development	2101 Washington St. E.	Charleston	25303	538-2734	
47	Department of Commerce			WV Development Office/GWID-WIA Program Development	160 Association Drive	Charleston	25312	538-2290	
48	Department of Commerce			WV Development Office/GWID-WIA Program Development	300 Summers Street	Charleston	25311	538-0612	
49	Department of Commerce			WV Development Office/GWID-WIA Program Development	2200 Washington St. E.	Charleston	25301	538-4607	
50	Department of Education			School Building Authority of West Virginia	PO Box 50919	Charleston	25305	538-4566	
51	Department of Education			Division of Technical and Adult Education Services	Bldg. 5, Room 350	Charleston	25305	538-2681	
52	Department of Education			Division of Cultural and History	1900 Kanawha Blvd. E.	Charleston	25311	538-2441	
53	Department of Education			Educational Broadcasting Authority	Bldg. 3, Room 205	Charleston	25305	538-2440	
54	Department of Education			Library Commission	The Cultural Center	Charleston	25309	538-0220	
55	Department of Education			Center for Professional Development	The Cultural Center	Charleston	25301	538-4950	
56	Department of Education			Rehabilitation Services	179 Summers Street	Charleston	25309	538-0241	
57	Department of Education			Legal Services Division	WV Rehabilitation Center, Barm Drive, 1	Charleston	25301	538-0339	
58	Department of Education			Management Analysis Division	112 Callihers Avenue	Charleston	25305	766-1920	
59	Department of Education			Special Projects Division	Deo Property Club Drive	Charleston	25311	538-3630	
60	Department of Education			Unemployment Compensation Division	1321 Plaza East	Charleston	25311	538-6180	
61	Department of Education			Welfare Commission	306 Dee Drive	Charleston	25301	538-3420	
62	Department of Education			Worker's Compensation Appeal Board	112 Callihers Avenue	Charleston	25311	538-9063	
63	Department of Education			Worker's Compensation Office of Justice	4700 MacCorkle Avenue, SE	Charleston	25305	538-2624	
64	Department of Education				104 Dee Drive	Charleston	25304	928-3048	
65	Department of Education				Omni Plaza's Club Drive	Charleston	25311	538-4220	
66	Department of Education					Charleston	25311	538-2110	

Attachment A (continued)

68	Department of Environmental Protection	Office of Abandoned Mines and Remediation	601 57th Street, SE		Kanawha City	25909	925-0448
69	Department of Environmental Protection	Office of Air Quality	601 57th Street, SE		Kanawha City	25906	925-0448
70	Department of Environmental Protection	Office of Water & Waste Management	601 57th Street, SE		Kanawha City	25908	925-0448
71	Department of Environmental Protection	Air Quality Board/Environmental Quality Board	601 57th Street, SE		Kanawha City	25909	925-0448
72	Department of Environmental Protection	Air Quality Board/Environmental Quality Board	601 57th Street, SE		Kanawha City	25906	925-0448
73	Department of Environmental Protection	Oil & Gas Conservation Commission	601 57th Street, SE		Kanawha City	25904	925-0448
74	Department of Environmental Protection	Solid Waste Management Board	601 57th Street, SE		Kanawha City	25904	925-0448
75	Governor's Office						
76	Governor's Office	Office of Economic Opportunity					
77	Governor's Office	Equal Employment Opportunity Office	One Pleasant Club Drive	Suite 501	Charleston	25311	338-0400
78	Governor's Office	Governor's Cabinet on Children and Families	1900 Kanawha Blvd., E.	Blkg. 3, Room 218	Charleston	25304	338-0000
79	Governor's Office	Governor's Office of Technology	2nd Capital Street	Suite 200	Charleston	25301	338-3784
80	Governor's Office	WV Workforce Investment Board	1905 Kanawha Blvd., E.	Blkg. 6, Room B-600	Charleston	25302	338-3101
81	Governor's Office	WV Commission for National & Community Service	601 Raleigh Avenue		Charleston	25301	338-0111
82	Department of Health and Human Resources	Board of Review	1900 Kanawha Blvd., E.	Blkg. 3, Room 206	Charleston	25302	338-0684
83	Department of Health and Human Resources	Investigation and Fraud Management Unit	1900 Kanawha Blvd., E.	Blkg. 6, Room 817	Charleston	25302	338-0933
84	Department of Health and Human Resources	Medicaid Fraud Control Unit	1900 Kanawha Blvd., E.	Blkg. 6, Room 861	Charleston	25302	338-1976
85	Department of Health and Human Resources	Quality Assurance	1900 Kanawha Blvd., E.	Blkg. 6, Room 048-B	Charleston	25302	338-1838
86	Department of Health and Human Resources		350 Capital Street	Blkg. 6, Room 831	Charleston	25302	338-0630
87	Department of Health and Human Resources	Better the Children & Families / RAINIE Project	1012 Capital Street		Charleston	25301	338-0236
88	Department of Health and Human Resources	Office of Communications	1900 Kanawha Blvd., E.	2nd Floor	Charleston	25301	338-0340
89	Department of Health and Human Resources	Development Disabilities Council	110 Jackson Street	Blkg. 3, Room 206	Charleston	25301	338-7899
90	Department of Health and Human Resources	Assistant Secretary for Finance	1900 Kanawha Blvd., E.	Blkg. 3, Room 451	Charleston	25302	338-0416
91	Department of Health and Human Resources	General Council	1900 Kanawha Blvd., E.	Blkg. 3, Room 263	Charleston	25302	338-5939
92	Department of Health and Human Resources	Health Care Authority	100 Doe Drive	Suite 201	Charleston	25311	338-9584
93	Department of Health and Human Resources	Human Rights Commission	1421 Plaza East	Room 108	Charleston	25301	338-2616
94	Department of Health and Human Resources	Office of the Inspector General	1900 Kanawha Blvd., E.	Blkg. 6, Room 617	Charleston	25302	338-2278
95	Department of Health and Human Resources	Management Information System	1900 Kanawha Blvd., E.	Blkg. 3, Room 213	Charleston	25301	338-7210
96	Department of Health and Human Resources	WV Board of Medicine	301 Dow Drive		Charleston	25311	338-3921
97	Department of Health and Human Resources	Assistant Secretary of Operations	1900 Kanawha Blvd., E.	Blkg. 3, Room 265	Charleston	25302	338-3117
98	Department of Health and Human Resources	Office of the Chief Medical Examiner	701 Jefferson Road		Charleston	25309	338-3117
99	Department of Health and Human Resources	Office of Environmental Health Services	815 Quarrier Road Suite 418		North Charleston	25309	338-4719
100	Department of Health and Human Resources	Office of Laboratory Services	187 Highgate Avenue	Mountain Building	Charleston	25301	338-2881
101	Higher Education Policy Commission		1918 Kanawha Blvd. N.		North Charleston	25303	338-3300
102	House of Delegates		1900 Kanawha Blvd., E.	Room 700	Charleston	25301	338-3100
103	Housing Development Fund		114 Virginia Street, E.	Room 14-211	Charleston	25301	340-3219
104	Investment Management Board		One County Drive		Charleston	25316	343-6474
105	John Haycock Trust		114 Virginia Street, E.	Suite 3	Charleston	25316	343-3632
106	Legislative Bureau		1900 Kanawha Blvd., E.	Room 202	Charleston	25301	343-6200
107	Legislative Bureau		301 Eagle Mountain Road, Room 218	Room B-132	Charleston	25302	347-4805
108	Legislative Bureau	Commission on Special Investigations			Charleston	25311	353-2345

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

**NOT ACCEPTABLE**

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

# STATE OF WEST VIRGINIA Purchasing Division PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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 exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: PACE ENTERPRISES OF WV INC

Authorized Signature: [Signature] Date: FEB 22 2021

State of WEST VIRGINIA

County of MONONGAHLIA to-wit:

Taken, subscribed, and sworn to before me this 22nd day of FEBRUARY, 2021.

My Commission expires 5-3-21, 2024.

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)



### Exhibit C Pricing Page

Instructions: Vendor must choose either Option A or Option B, but NOT both.

	Unit of Measure	Price Per Ton	Estimated Quantity	Extended Price
Option A: Price paid by vendor to State to collect and recycle recyclable commodities.	TON	30	350	\$ 10,500.00
Option B: Cost billed to State to collect and recycle recyclable commodities.	TON		350	\$ -
<b>Total Bid Amount:</b>				<b>\$ 10,500.00</b>

\*Vendor is to only price one scenario above. If vendor prices more than one option above, vendor's response will be disqualified.

*PRICE ENTERPRISES OF WEST VIRGINIA, INC.*  
*[Signature]*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> West Virginia Board of Risk & Insurance Management 1124 Smith Street Suite 4300 Charleston, WV 25301	CONTACT NAME: PHONE (A/C No, Ext): <b>304-766-2846</b>		FAX (A/C No): <b>304-558-6004</b>
	E-MAIL ADDRESS: <b>brim.underwriting@wv.gov</b>		
<b>INSURED</b> PACE ENTERPRISES OF WEST VIRGINIA INC 889 MYLAN PARK LANE  MORGANTOWN WV 26501	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Co of Pittsburgh PA		19445
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WRONGFUL ACT <input checked="" type="checkbox"/> PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			L 3179	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ NONE
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			L 3179	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			L 3179	07/01/2020	07/01/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## PROOF OF INSURANCE

INSURED WILL BE SHREDDING DOCUMENTS FOR THE CERTIFICATE HOLDER.

<b>CERTIFICATE HOLDER</b> CAMDEN CLARK MEMORIAL HOSPITAL CORP DBA CAMDEN CLARK MEDICAL CENTER ATTN: AMY L ARNOLD 800 GARFIELD AVENUE PARKERSBURG WV 26101	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 99130 Charleston, WV 25305-0130	<b>State of West Virginia</b> <b>Central Bid Request for Quote</b> <b>Service - Misc</b>

<b>Proc Folder:</b> 528494 <b>Doc Description:</b> Open end contract for office paper recycling		<b>Reason for Modification:</b>	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued:</b> 2021-02-09	<b>Solicitation Closes:</b> 2021-02-24 13:30	<b>Solicitation No:</b> CRFQ 0313 DEP2100000019	<b>Version:</b> 1

**BID RECEIVING LOCATION**

**BID CLERK**

DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Customer Code: 000000000187  
 Vendor Name: PALE ENTERPRISES OF WV INC  
 Address: 889 MILLS PARK LANE  
 Street:  
 City: MORGANTOWN  
 State: WV Country: Zip: 26501  
 Principal Contact: HERMAN PETERSON  
 Vendor Contact Phone: (304) 993-1008 Extension:

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Heger III  
 (304) 558-2306  
 joseph.e.hegeriii@wv.gov

Vendor Signature X *[Signature]* FIRM 550528357 DATE FEB 22 2021

All offers subject to all terms and conditions contained in this solicitation



**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Department of Environmental Protection to establish an open-end contract to supply all transportation, labor and supervision necessary to provide complete recyclable commodities collection services to recycling program participants, per the attached bid specifications and terms and conditions.

INVOICE TO:	SHIP TO:
ENVIRONMENTAL PROTECTION REAP OFFICE 601 57TH ST SE CHARLESTON WV 25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Recycling Services				

Comm Code	Manufacturer	Specification	Model #
76122300			

**Extended Description:**

Collect and recycle office material per ton  
 Quantity listed is an estimate for bidding purposes only and is not guaranteed. VENDOR SHOULD SUBMIT EXHIBIT C PRICING SHEET

**SCHEDULE OF EVENTS**

Line	Event	Event Date
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	Document Phase	Document Description	Page 3
DEP2100000019	Final	Open-end contract for office paper recycling	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# Fax Transmission

**To:** Josh Hager

**From:** Pierson, G Herman

**Fax:** 13045583970

**Date:** 2/22/2021 10:12:34 AM MST

**RE:** Office Paper Recycling CRFQ 0313 DEP21000000

**Pages:** 39

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**Comments:**

Please find our bid response from PACE ENTERPRISES OF WV INC.

Herman Pierson  
(304) 376-0036