



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

Purchase Order

PURCHASE ORDER NO.

ERCYCL06

PAGE

1

BLANKET RELEASE

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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

AGENCY COPY SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

*725142406 703-502-0100
 ENVIRONMENTAL WASTE SPECIALIST
 14100 SULLYFIELD CIRCLE #400
 CHANTILLY VA 20151

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
10/21/2005	NET 30	541740573	
SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
BLANKET OPEN-END STATEWIDE CONTRACT					
BLANKET OPEN-END CONTRACT FOR RECYCLING OF ELECTRONIC EQUIPMENT FOR ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS.					
THIS AWARD IS PER THE FOLLOWING:					
1. REQUEST FOR QUOTATION DATED 8/30/2005.					
2. RECYCLE06 SPECIFICATONS, DATED AUGUST 24, 2005, FIVE PAGES.					
3. VENDOR'S BID DATED 10/04/05.					
CONTRACT COORDINATOR: TOM DELZOPPOR				WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED OCT 24 2005 <i>Beverly Toler</i>	
TELEPHONE NUMBER: 703-502-0100					
FAX NUMBER: 703-502-1796					
EMAIL: EWSITOMD@AOL.COM					
ATTACHMENTS TO THIS CONTRACT:					
1. RECYCLE06 SPECIFICATIONS, DATED AUGUST 24, 2005, FIVE PAGES.					
2. PRICING/INFORMATION SHEET, ONE PAGE, DATED AUGUST 30, 2005, ONE PAGE.					

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *10/21/05*

OPEN END

TOTAL

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY *Lauren Francis* BETTY FRANCISCO 304-558-0468
 PURCHASING DIVISION AUTHORIZED SIGNATURE *10/21/05*

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.



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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
0001	10/01/2005	EA	962-56	.00000	
	RECYCLE ELECTRONIC EQUIPMENT				
	EXHIBIT 3				
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON NOVEMBER 1, 2005 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.				
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.				
	RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.				

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

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BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>					
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>					TOTAL

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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>ORDERING PROCEDURE: AGENCIES SHALL CONTACT SURPLUS PROPERTY AND OBTAIN A WAIVER FOR THE EQUIPMENT TO BE RECYCLED. AFTER RECEIPT OF WAIVER, AGENCY SHALL CONTACT VENDOR AND MAKE ARRANGEMENTS FOR PICK UP OF ITEM(S).</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p>					

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LINE	QUANTITY		UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
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					RECEIPT TICKET FOR PURCHASE ORDER:			ERCYCL06
LINE	CATNO	ITEM	NUMBER		DESCRIPTION		QTY	DATE
0001		962-56			RECYCLE ELECTRONIC EQUIPMENT			
				SIGNATURE _____				DATE _____

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Pricing/Information Sheet
Please Print or Type the Requested Information

Price per pound for recycling all used electronic equipment: _____ /lb

OR

Type of Electronic Equipment	Estimated # Pounds	Cost Per Pound	Total
Monitors	10,000		
CPU	25,000		
Televisions	2,000		
Copiers	5,000		
Misc.	15,000		

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

Contract Coordinator:

Name: _____

Telephone: _____

Fax Number: _____

Email: _____

Vendor Certification:

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

Signature: _____

Title: _____

RECYCLE06 Specifications

The State of West Virginia is soliciting bids to establish a statewide contract for the services of a contractor to pick up and **recycle** used electronic equipment, (or any part thereof) such as computer CPU, monitor, copiers, televisions, etc. This contract may be used by all West Virginia State Agencies and political subdivisions in all 55 counties.

Successful vendor shall be expressly forbidden to send any equipment obtained through this contract to a landfill through this contract is strictly forbidden. Prior to any contract award, vendor shall certify they are recycling this equipment.

Note: The Department of Health and Human Resources currently has a contract in place for this service. At the end of the contract period, the Department of Health and Human Resources may choose to participate in the statewide contract.

Notice – Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting shall be conducted on Tuesday, September 20, 2005, at 11:00 a.m. in the Capitol Complex/Purchasing Division (Building 15) conference room located at 2109 Washington Street, East, Charleston, West Virginia 25311. All interested bidders must be present in person. Failure to attend the pre-bid conference shall disqualify a bidder from bidding on this contract. No one person can represent more than one bidder.

Successful vendor must pick up the equipment for recycling within thirty (30) days after such request is received. Within one week after receiving such request for pick up, successful vendor will notify the requesting agency of the approximate date (within 30 days) that the equipment will be removed.

When the used computer equipment is picked up, the Contractor must provide a certificate that indicates the total weight of the equipment and certify that this equipment will be recycled rather than being sent to a landfill. NOTE: some equipment may have the hard drives removed and/or made useless in order to assure no unauthorized use of data.

Agency locations must have the written approval from the Manager of the West Virginia Surplus Property Division prior to making the request to the recycling contractor to pickup any used computer equipment and monitors.

Pricing

Contractor bid must be a rate based upon a price per pound which should be entered on the pricing/information page. The state prefers a single price per

RECYCLE06 Specifications

pound, but will consider bids containing different prices for different equipment. Bids that have multiple discounts **MUST** list a discount for a miscellaneous category that would be applied to any electronic equipment to be recycled not identified by a category/price per pound.

Questions

Written questions may be submitted through Friday, September 16, 2005. Questions may be submitted via fax (304-558-4115), e-mail (bfrancisco@wvadmin.gov) or via courier or United States Post Office. After that date, only questions relative to bid submittal shall be answered.

Reports

Successful vendor shall provide six-month and annual reports showing the quantities, dollar value and agencies (including political subdivisions) which have used this contract. Report shall simply provide a list of users and the grand total of use under the statewide contract.

Special Terms and Conditions

Business Certificate:

Vendor shall provide proof of their authorization to recycle and process hazardous materials – such as computer equipment and monitors.

Insurance Requirements:

The successful vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. Vendor shall provide proof of insurance coverage prior to any contract award. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

- a. For bodily injury (including death): five hundred thousand dollars (\$500,000) per person up to one million dollars (\$1,000,000) per occurrence.
- b. For property damage liability: Up to one million dollars (\$1,000,000) per occurrence.

No Debt Affidavit:

West Virginia State Code §5A-3-10a-(3)(d) requires that all vendors submit an affidavit of debt that certifies that there are no outstanding obligations or debts owing the State of West Virginia. This form is included in this request for quotation. It is preferred that this form be signed and returned with the bid. A contract shall not be issued unless this

RECYCLE06 Specifications

Agreement Addendum – Form WV-96

The vendor shall sign this Agreement Addendum to assure the State of West Virginia that if there should be any conflict between the vendor's terms and conditions and the State Code of West Virginia – the State code and laws of West Virginia will prevail. The signature shall be affixed to the WV-96 and shall be signed by the same individual signing the request for quotation. (See attached WV-96).

Record Retention (Access & Confidentiality):

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

General Terms and Conditions

Conflict of Interest

Vendor Affirms that it, its, officers or members or employees presently have no interest and will not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The vendor further covenants that in the performance of the contract, the vendor will periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered will be promptly presented in detail to the Agency.

Prohibition Against Gratuities

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

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

RECYCLE06 Specifications

Vendor Relationship

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

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

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

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

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

Indemnification

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

RECYCLE06 Specifications

Governing Law:

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

Compliance with Laws and Regulations:

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

The vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.