

RFQ COPY

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

Request for Quotation

DEP15408

ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

CHUCK BOWMAN 304-558-2157

DEPARTMENT OF

TYPE NAME/ADDRESS HERE ENVIRONMENTAL PROTECTION, CORNERSTONE RECORDS HONAGEMENT 1545 HANSFORD STREET REAP OFFICE CHARLESTON, WV 25311 601 57TH STREET SE CHARLESTON WV 304-346-8878 25304 800-322-5530

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division

and have paid the required \$125 fee.

- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally Identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.

3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



DOCZEK

Department of Administration Quotation **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

DEP15408

Address correspondence to a riention of CHUCK BOWMAN 304-558-2157

RFQ COPY TYPE NAME/ADDRESS HERE

ENVIRONMENTAL PROTECTION, DEPARTMENT OF REAP OFFICE 601 57TH STREET SE CHARLESTON WV 25304 800-322-5530

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

Request for Quotation

REQ NUMBER DEP15408

ADDRESS CORRESPONDENCE TO A REENTION OF

CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION, DEPARTMENT OF REAP OFFICE 601 57TH STREET SE CHARLESTON WV

25304 800-322-5530

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHTTERMS F.O.B. 04/03/2011 BID OPENING DATE: 04/26/2011 BID OPENING TIME <u>01:30PM</u> ÇAT NO. LINE QUANTITY HOD ITEM NUMBER UNIT PRICE AMOUNT BANKRUPTCY: | IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTICY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. 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. REV. 05/26/2009 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: CB-23RFQ. NO.: DEP15408 BID OPENING DATE: 04/26/2011 BID OPENING TIME: 1:30 PM SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TELEPHONE - 344 8878

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

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	25304	800-322-5530

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DEP15408

RECYCLING SPECIFICATIONS

SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

Submit bids on a Price per ton basis.

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

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

BASIS FOR AWARD

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

AREA TO BE COVERED

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

MATERIALS COLLECTED BY STATE AGENCIES

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

PICKUP SCHEDULE FOR KANAWHA COUNTY

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

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

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

METHOD OF COLLECTION BY STATE EMPLOYEES IN CAPITOL COMPLEX

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

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

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

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

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

Attachment A

DEP15408

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Agency	Unit	Address	Address 2	Ċir	Zio	Telephone	Contact
Department of Administration		1900 Kanawha Blvd. E.	Bldg. 1. Room E-119		_	558-4331	
Department of Administration	Aviation Division	502 Eagle Mountain Road	Yeager Airport	Charleston	25311 55	558-0403	
Department of Administration	Children's Health Insurance Agency	1900 Kanawha Blvd. E.	Bldg. 3, Room 213	Charleston	25305 55	558-2732	
Department of Administration	Consolidated Public Retirement Board	1900 Kanawha Blvd. E.	Bldg. 5. Room 1000		25305 55	558-3570	
Department of Administration	Ethics Commission	1207 Quarrier Street				558-0664	
Department of Administration	Finance Division	2019 Washington St. E.	PO Box 50121	Charleston	25305 55	558-6181	
Department of Administration	Finance Division, Accounting Section	2019 Washington St. E. Bldg. 15. 2nd Fir	PO Box 50121		25305 55		Yvonne Gunnoe
Department of Administration	Finance Division, Budget Section	1900 Kanawha Blvd. E.	Bldg. 1. Room E-127	Charleston	25305 55	558-0040	Jerri Rucker
Department of Administration		207 7th Avenue, SW		South Charleston	25303 55	558-4083	Shelia Straley
Department of Administration	General Services Division	1900 Kanawha Blvd. E.	Bldg. 1, Room MB-60	Charleston	25305 55	558-2317	
Department of Administration	Gnevance Board, Education and State Employees	808 Greenbrier Street			25311 55	558-3361	
Department of Administration		1900 Kanawha Blvd. E.	Bldg. 6, Room B-110	Charleston	25305 5	558-8890	
Department of Administration	Information Services and Communications Division (IS&C)	4101 MacCorkle Ave. SE					Jane Bracken
Department of Administration	Division of Personnei	1900 Kanawha Blvd, E.	Bldg. 6, Room 416			-	arrella Franc
Department of Administration	Prosecuting Attorneys Institute	1206 Kanawha Blvd. E.	Suite 207				
Department of Administration		1900 Kanawha Blyd E	Blde 3 Room 330			506.3005	
Department of Administration	nce Agency (PEIA)	1900 Kanawha Blad E	Blds 5 Boom 1001				
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Department of Apriculture	Administrative Senders Division Building and County	1000 Variation Division In	Dide 1. Novill E-28				
Department of Agriculture	Communications Division	1900 Mandania Divi. E.	Guinne Agriculture Center				Michael Steadman
Attorney General's Office		1900 Manuska Blud G	Countre Agriculture Conter				Christina Kelley-Dye
Attorney General's Office	Civil Biobic Division	1700 Naliawila Diva, E.	Didg. 1. Room E-20				:
Attorney General's Office	Consumer Proportion/Antitures Division	912 Quartier St., Stit Floor				_	Regina Veltri
Attorney General's Office	Employment Programs I dissipation Unit	101 Des Prins					:
Attorney General's Office	Frodorment Drammer I bitmetica Hait Moderate Com.	Tot Dec Direc					Emily Washington
Attorney General's Office	Death, and II are Branch Line of the Morket & Comp. Commission of the Commission of	One riayers Cide Drive	FO Box +318	_		228-0708	
Attorney Generally Office	יורפותו מות נוחוותו ועפסתוכפי	I YUV Kanawna Bivd. E.	Bldg. 3, Room 208	_		558-2131	
Anditodo Office	1 at the result, Education, Arts and Transportation	1900 Kanawha Bivd. E.	Bldg. 1. Room 435-W			558-2522	
Surgical Source		1900 Kanawha Blvd. E.	Bldg. 1. Room W-100	Charleston	25305 55	558-2251	Stan Garten
Dureau of Commerce		2101 Washington St. E.	Bidg. 17			558-2200	
Dureau of Commerce		1900 Kanawha Blv-d. E.	Bldg. 6, Room 525		25305 55	558-0078	Diana Spence
Bureau of Commerce	ment Office	1900 Kanawha Blvd. E.	Bldg. 6. Room B-617	Charleston [7	25305 55	558-7024	
Bureau of Commerce		112 California Avenue	•		25305 55	558-1138	
Bureau of Commerce	WV Development Office/GWIO-WIA Program Operations	112 California Avenue				558-5922	
Bureau of Commerce	WV Development Office/GWIO-WIA Program Development	112 California Avenue				558-1263	
Bureau of Commerce	WV Development Office / GWIO-WIA Dislocated Worker Services	112 California Avenue		Charleston 2	25305 55	558-1847	
Burcau of Commerce	WV Development Office / GWIO-WIA Governor's Summer Youth	1321 Plaza East				558-1473	
Bureau of Commerce	WV Development Office / GWIO-WIA Fiscal/Auditing/Reporting	112 California Avenue				558-5975	
Bureau of Commerce	WV Development Office / Small Business Development Center	950 Kanawha Blyd E				0761-051	
Bureau of Commerce	Division of Forestry	1900 Kanawha Blyd F	Guthric Center			558.2788	
Bureau of Commerce	Division of Labor	1900 Kanawha Rivd F	Bids 6 Boom 719B				burla Branca
Bureau of Commerce	Miner's Health Safety & Training	1615 Washington St. F	Dide of room 1420				raula ratsons
Bureau of Commerce	Division of Natural Resources	1900 Kanaucha Bh.d E	Blde 3 Deem 660			7741-055	
Bureau of Commerce	Division of Tourism	210) Washington St E	PO Box 50313			507.00	
Bureau of Commerce	Water Development Authority	180 Association Driver	TO DOWN THE TOTAL		211667	0077-955	
Burcau of Commerce	Water Development Authority/Infrastructure & Joh Development Co	300 Summers Street	Chite 980			7107-000	
WV Public Employees Credit Union		2200 Washington St. E.	PO Box 50919			558-0566	
Department of Education		1900 Kanawha Blyd E	Bide 6 Room 358			1890-855	
Department of Education	School Building Authority of West Virginia	2300 Kanawha Blyd E				1007-000	
Department of Education	Division of Technical and Adult Education Services	1900 Kanawha Blad F				200-2741	
Department of Education & the Arts		1900 Kanawha Blvd F	Blds 5 Boom 205			0707-000	
Department of Education & the Arts	Division of Culture and History	1900 Kanamba Blad in	The Cultural Contact	Charleston		0+47-00	
Department of Education & the Arts	Educational Broadcasting Authority	600 Caritol Stand	The Cultural Center			0220-855	
Department of Education & the Arts	Library Commission	1900 Kanasata Blad II	The Cultural Contex	Charleston		2061800	
Department of Education & the Arts	Center for Professional Development		The Bearing College	_		1 1 7 0 0	
Department of Education & the Arts	Rehabilitation Services	Senter Barron Drive 1	The Feeples Bullianing, Same 2	_		226-023	
Bureau of Employment Programs			Bids 4 Boom 610			0264-007	
Bureau of Employment Programs	Legal Sarvices Division	One Player's Club Drive	Didk 4. Kooiii o.o			0007-000	
Bureau of Employment Programs	Management Analysis Division	1121 Plaza Fast				20000000	
Burcau of Employment Programs	Special Projects Division	106 Dec Drive				970-076	
Burcau of Employment Programs	Unemployment Compensation Division	112 California Avenue	Bldg. 4, Room 613			558-7624	
Bureau of Employment Programs	Worker's Compensation	1700 MacCorkle Avenue, SE				926-5048	
Burcau of Employment Programs	Worker's Compensation Appeal Board	104 Dee Drive			25311 55	558-5230	
Bureau of Employment Programs	Worker's Compensation Office of Judges	One Player's Club Drive			25311 55	558-5110	
							1

Attachment A (continued)

88	Denartment of Environmental Brotection		ייין נטיר פייייי פב			10000	00	
2 0			901 37th Street, SE		Kanawha City	22304	25304 926-0448	_
3 6		United of Adahdoned Miners and Keclamation	1001 57th Street, SE		Kanawha City	25304	25304 926-0448	
2		Office of Air Quality	601 57th Street, SE		Kanawha City	25304 5	25304 926-0448	
17	Department of Environmental Protection	Office of Water & Waste Management	601 57th Street. SE		Kanawha City	25304	S304 926-0418	
72		Air Quality Board/Environmental Quality Board	601 57th Street SE		Kanawha City	25304	8770-926 628-0	-
2		Oil & Gas Conservation Commission	601 57th Street, SE		Kanawha Oitv	25304	25304 926-0448	
7	Department of Environmental Protection	Solid Waste Management Board	601 57th Street, SE.		Kanawha City	25304	25304 926-0448	
27	Governor's Office	•					-	
2		Office of Economic Opportunity				_		_
7		Equal Employment Opportunity Office	One Players Club Drive	Suite 50]	Charleston	25311	558-0400	•
200		Governor's Cabinet on Children and Families	1900 Kanawha Blvd. E.	Bldg. 5. Room 218	Charleston	25305	25305 558-0600	
5	Governor's Office	Governor's Office of Technology	505 Capitol Street	Suite 200	Charleston	25301	55301 558-3781	
8	Governor's Office	WV Worldorce Investment Board	1900 Kanawha Blvd. E.	Bldz 6 Room B-603	Charleston	25305	5305 558-5201	
18		WV Commission for National & Community Service	601 Deleyare Avenue		Charleston	25302	1110-855 2025	
22			1900 Kanawha Blvd. E.	Bldg. 3. Room 206	Charleston	25305	558-0684	
8		Board of Review	1900 Kanawha Blvd., E.	Bldg. 6. Room 817	Charleston		558-0955	
.	Department of Health and Human Resources	Investigations and Fraud Management Unit	1900 Kanawha Blvd., E.	Bldg. 6. Room 861	Charleston	25305	558-1970	
 	_	Medicaid Fraud Contol Unit	1900 Kanawha Blvd., E.	Bldg, 6, Room 848-B	Charleston		558-1858	
8		Quality Assurance	1900 Kanawha Blvd. E.	Bldg. 6, Room 831	Charleston	25305	558-0630	
83			350 Capitol Street	•	Charleston		558-0234	
88	-	Bureau for Children & Families / RAPIDS Project	1012 Kanawha Blvd. E.	2nd Floor	Charleston	25301	258-08-10	
£		Office of Communications	1900 Kanawha Blvd., E.	Bldg, 3. Room 206	Charleston		558-7899	
8	Department of Health and Human Resources	Development Disabilities Council	110 Stockton Street	,	Charleston	25302	558-0416	
5		Assistant Secretary for Finance	1900 Kanawha Bhrd., E.	Bldg. 3. Room 453	Charleston		588-5995	
25		General Council	1900 Kanawha Blvd. E.	Bldg. 3. Room 265	Charleston		558-0684	
g :		Health Care Authority	100 Dee Drive	Suite 201	Charleston		558-7000	
تا		Human Rights Commission	1321 Plaza East	Room 108	Charleston	25301	558-2616	- 1
<u>ک</u> ک	_	Office of the Inspector General	1900 Kanawha Blvd. E.	Bldg. 6. Room 617	Charleston	25305	558-2278	
۶ :		Management Information System	1900 Kanawha Blvd. E.	Bldg. 3. Room 213	Charleston	25305	558-7810	
5.5		WV Board of Medicine	101 Dec Drive		Charleston	25311	558-2921	
37 8		Assistant Secretary of Operations	1900 Kanawha Blvd. E.	Bldg. 3. Room 265	Charleston	25305	558-3217	
<u>.</u>		Office of the Chief Medical Examiner	701 Jefferson Road		South Charleston		25309 558-5319	
3 3		Office of Environmental Health Services	815 Quarrier Street Suite 418	Morrison Building	Charleston	25301	558-2981	
0 :	sources	Office of Laboratory Services	167 Eleventh Avenue	'	South Charleston		25305 558-3530	
102	Higher Education Policy Commission		1018 Kanawha Blvd. E.	Suite 700	Charleston	25301	558-2101	
2	House of Delegates		1900 Kanawha Blvd E.	Room M-212	Charleston	25035	25035 340-3210	
0	Housing Development Fund		814 Virginia Street. E.		Charleston	25301	25301 345-6475	
20	Investment Management Board		One Cantley Drive	Suite 3	Charleston	25314	25314 345-2672	
8	Jobs Investment Trust		814 Virginia Street, E.	Suite 202	Charleston	25301	0029-511 10552	
107			1900 Kanawha Blvd., E.	Room E-132	Charleston	25305	25305 347-4800	
8	Legislative Services	Commission on Special Investigations	301 Eagle Mountain Road, Room 218		Charleston	25311	25311 555-2345	
						_	:	

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

MIXED GRADE PAPER

Blue Bar CPO	Adding Machine Tape	Kraft Envelopes
Green Bar CPO	Blue Prints	Magazines-Newspapers
Laser Paper	Card Stock (colored)	Manila-Kraft Folders
Stapled Paper	Catalogs	NCR Forms
White Computer Paper	Checks	Notebook Paper
White Ledger	Colored Letterhead	Post-It-Notes
White Letterhead	Colored Paper	Glossy Fax Paper
White Stationary	Colored Xerox	Stationary
Wide White CPO	Construction Paper	Telephone Books
Xerox (copy paper)	Envelopes	Telephone Messages
Junk Mail	Old Corrugated Boxes (OC	CB)

NOT ACCEPTABLE

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

BID SCHEDULE DEP15408

Company Name: CORNERSTONE RECORDS MANAGEMENT					
Address: 1545 Hawsford St.					
City, State, Zip: Curacs Took UZS311					
Phone & Fax PHONE: 304-346-8878					
FM: 304 - 346 - 8982					

ITEM NO.	QUANTITY*	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	800	TON	Collect and Recycle Office Paper	\$ 20.00	\$ 16,000.00
		4.4	3		
			V TOTAL		
*************************************		***************************************	8 IOIAL	***************************************	\$ 16,000.00

^{*}Quantities listed are estimated for bid evaluation purposes only. Actual quantities may vary.

Rev. 09/08

ing the date of this certification; or,

deemed by the Tax Commissioner to be confidential.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preced-

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately

		preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2	<u>. X</u>	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
-	3. 	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
,	⁴ V	Application is made for 5% resident vendor preference for the reason checked: Ridder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
•	5. —	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or.
	6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the vendor's bid and purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's employees are continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
	require agains	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty to such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency and the contraction purchase order.
	By sub	omission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and principles of this certificate, Bidder agrees to disclose any reasonably requested information verifying that Bidder has paid

authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate

changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Date: __O4/22/2011 Title: GENERAL MANAGER

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

RFQ No. DEP 15408

STATE OF WEST VIRGINIA **Purchasing Division**

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Nova Acquistion Cosp.	LLC
Authorized Signature:	Date: 4/25/11
State of Pennsylvania	·
County of Montgomery, to-wit:	Λ
Taken, subscribed, and sworn to before me this $\frac{25}{2}$ day of	April ,20/1.
My Commission expires August 4	,20/3
AFFIX SEAL HERE NO	OTARY PUBLIC Dimadille (a. Affra a

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Bernadette A. Hoffman, Notary Public Upper Medon Twp., Montgomery County My Commission Expires Aug. 4, 2013

Member, Pennsylvania Association of Notaries

DEP15408

RECYCLING SPECIFICATIONS

SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

Submit bids on a Price per ton basis.

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

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

BASIS FOR AWARD

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

AREA TO BE COVERED

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

MATERIALS COLLECTED BY STATE AGENCIES

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

PICKUP SCHEDULE FOR KANAWHA COUNTY

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

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

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

METHOD OF COLLECTION BY STATE EMPLOYEES IN CAPITOL COMPLEX

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

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

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

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

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

CORNERSTONE RECORDS MANAGEMENT

Cornerstone Records Management has been working with the State of West Virginia since 1994 in both storage of records and the removal/destruction of documents. These contracts have been assigned as the original Archive Services Inc. and later as Nova Records Management with the present name as Cornerstone Records Management.

We presently have 164 bins placed in different agencies throughout the State complex with 2 ea. -12,000# GVW box trucks to transfer the secure document destruction to our shred facility located in our Dunbar, WV facility. We have drivers who have worked these accounts on a regular basis and are familiar with agency locations and bin placement throughout the complexes associated with the State government.

The awarding of this contract to Cornerstone Records Management will not call for a change of procedure as this process is already intact. With the exception of the placement of large bins in the lower areas of the larger buildings to facilitate the request of the contract for those areas having multiple floor locations, bins are already in place in most of the required areas stated in the request for destruction.

Cornerstone's program is a true Secure Document Destruction program in that all containers are picked up by Cornerstone employee's who have background checks completed before employment takes place with the company. Our vehicles are all secured as is the bins being picked up for transit to our shred facility where the product is then ran through a pulverizing process vs. most shred processes. We then ship the completed product direct to the designated paper mill without any 3rd party involvement in this process. Brokers are not involved as is the case with most shredding companies.

We have the personnel available as well as the ability to make unscheduled pickups as the State agencies may deem necessary.

Ed Bridgette – General Manager

Cornerstone Records Management