

*D&M* Document Service, Inc.

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Waste Paper Collection Technical

RECEIVED

2012 OCT 10 AM 9:56

WV PURCHASING  
DIVISION

PO Box 1639  
Sophia, WV 25921

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

# D&M Document Service, Inc.

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## Waste Paper Collection Technical Specifications

October, 9 2012

Thank you for your interest in D&M Document Service. We are fully insured, EOC monitored, and our entire facility is videotaped, inside and out, for added security. We have been in business since 1991. Our customer base reaches throughout West Virginia and surrounding states. Per your request, I am pleased to offer the following information on how we will carry out our services.

We can customize our service to fit each agencies needs of paper destruction. Documents are collected at the location, securely handled and transported to our facility where the documents are promptly destroyed. The frequency of pickups at each location to be serviced will vary due to need. There will be at least a monthly pickup at each location.

A run sheet will be provided to our employee containing location address, number of containers, frequency, and contact information. This will ensure fast and easy pick up at each agency office. (See attachment A)

A log in sheet will be placed at each location recording driver name, date, time, and quantity serviced. This log will be signed by both company and state employee. A statement of quantity and cost will be provided to the state at the end of each quarter. (See attachment B)

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

Sincerely,



Ryan Jesse  
D&M Document Service, Inc.

*D&M* Document Service, Inc.

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## Waste Paper Collection Cost

PO Box 1639  
Sophia, WV 25921

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

# D&M Document Service, Inc.

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## Waste Paper Collection Cost Bid

October, 9 2012

Thank you for your interest in D&M Document Service. We are fully insured, EOC monitored, and our entire facility is videotaped, inside and out, for added security. We have been in business since 1991. Our customer base reaches throughout West Virginia and surrounding states. Per your request, I am pleased to offer the following information, and to confirm pricing for our services.

Destruction fee (by ton):

\$80.00 per ton

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

Sincerely,



Ryan Jesse  
D&M Document Service, Inc.

# DEP16000

## Bid Schedule

The WVDEP and the State reserve the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL AMOUNT</u>	<u>UOM</u>	<u>PRICE/TON</u>	<u>TOTAL</u>
Collect & Recycle Recyclable Commodities	390	TN	\$ <u>80</u>	\$ <u>31,200</u>

Company

Name: DAM Document Service, Inc.

Signature: Ryan Dem

Date: 10/9/12

*D&M* Document Service, Inc.

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Waste Paper Collection Technical  
(Attachment A)

Office / Address / Building #	Telephone / Contact	# Containers/Size	Frequency	Next Pick Up Date	Notes / Comments	Agency Verification Signature (Must Be Legible)	Time In/Out
<b>CAPITOL -</b> 222 Capitol St. Charleston, WV 12121	Joe 304-232-3232	2/96	Bi-Wkly	22-Oct			
<b>BUILDING # 1 -</b> 111 One St. Charleston, WV 12121	Joe 304-232-3232	1/96; 1/64	Bi-Wkly	29-Oct			
(etc.)							

*D&M* Document Service, Inc.

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Waste Paper Collection Technical  
(Attachment B)

PO Box 1639  
Sophia, WV 25921

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



# VISITOR LOG IN/OUT

VENDOR REPRESENTATIVE NAME	REPRESENTATIVE SIGNATURE	REASON FOR VISIT	AMOUNT SERVICED	AGENCY INITIALS	DATE	TIME IN/OUT
John Doe	<i>John Doe</i>	p/u shred	2 / 64	MTK	22-Oct	1:30/1:35

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

D&M Document Service, INC.  
(Company)

Ryan Jesse  
(Authorized Signature)

Ryan Jesse, VP  
(Representative Name, Title)

304-253-8925      304-466-1442  
(Phone Number)      (Fax Number)

10/9/12  
(Date)

Rev. 07/12

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Ryan Jesse

Signed: Ryan Jesse

Date: 10/9/12

Title: Vice President

RFQ No. DEP16000

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: DAM Document Service, Inc.

Authorized Signature: Ryan Jesse Date: 10/9/12

State of WV

County of Raleigh, to-wit:

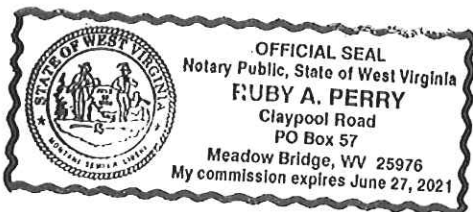
Taken, subscribed, and sworn to before me this 9 day of October, 2012

My Commission expires June 27, 2021

AFFIX SEAL HERE

NOTARY PUBLIC

Ruby A Perry





# CERTIFICATE OF LIABILITY INSURANCE

D-MREB1 OP ID: MK

DATE (MM/DD/YYYY)

10/09/12

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 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> Jim Lively Insurance (Beckley) 112 E. Main Street Beckley, WV 25801 Michael Kemlock	Phone: 304-255-6191 Fax: 304-256-7512	<b>CONTACT NAME:</b> Michael Kemlock <b>PHONE (A/C, No, Ext):</b> 304-255-6191 <b>FAX (A/C, No):</b> 304-256-7512 <b>E-MAIL ADDRESS:</b> mkemlock@jimlively.com														
<b>INSURED</b> D&M RECYCLING, INC XCESS DOCUMENT SOLUTIONS, INC David P O Box 1639 Sophia, WV 25921		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : State Auto Group</td> <td>25135</td> </tr> <tr> <td>INSURER B : Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER C : Chartis</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Auto Group	25135	INSURER B : Scottsdale Insurance Company	41297	INSURER C : Chartis		INSURER D :		INSURER E :		INSURER F :	
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**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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PBP2620939 01	10/06/12	10/06/13	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0.			PBP2620939 01	10/06/12	10/06/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC051-75-7169	08/20/12	08/20/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liab			EKS3066627	06/03/12	06/03/13	1,000,000

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

<b>CERTIFICATE HOLDER</b>  SELF000  CERTIFICATE FOR INSURED'S RECORDS WV	<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 Michael Kemlock
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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

# Solicitation

NUMBER
DEP16000

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

VENDOR

\*917160247 01 304-253-8925  
 D & M RECYCLING INC  
 PO BOX 1639  
 SOPHIA WV 25921

SHIP TO

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

DATE PRINTED
09/20/2012

BID OPENING DATE: 10/11/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-70		
RECYCLING SERVICES, OFFICE PAPER  REQUEST FOR SOLICITATION (RFQ)  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS TO PROVIDE WASTEPAPER COLLECTION FOR RECYCLING FOR THE WEST VIRGINIA PUBLIC EMPLOYEE OFFICE WASTEPAPER RECOVERY PROGRAM PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, TERMS & CONDITIONS AND BID REQUIREMENTS.  ***** THIS IS THE END OF RFQ DEP16000 ***** TOTAL						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 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 non-binding.

Question Submission Deadline:

October 1st, 2012 at 11:00 AM EST.

Submit Questions to:

Guy Nisbet, Senior Buyer

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304.558.4115

Email: [Guy.L.Nisbet@wv.gov](mailto:Guy.L.Nisbet@wv.gov)

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 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 bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130



The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_  
 SOLICITATION NO.: \_\_\_\_\_  
 BID OPENING DATE: \_\_\_\_\_  
 BID OPENING TIME: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_

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  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:        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 time stamped by the official Purchasing Division time clock.

**Bid Opening Date and Time:**

October 11th, 2012 at 1:30 PM, EST.

**Bid Opening Location:**

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 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.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"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:** This Contract becomes effective on   
  
and extends for a period of  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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to  successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

**One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

**Other:** See attached.

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 Purchase Order 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 Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- | **BID BOND:** All Vendors shall furnish a 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 . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| **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 issued and 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 of 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.

| **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.

| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| **Commercial General Liability Insurance:**  
 or more.

| **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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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 above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[	]	
[	]	
[	]	
[	]	

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

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. ALTERNATES:** Any model, brand, or specification listed herein 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 equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**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. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

	for	

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. PAYMENT:** 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, 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 submission of its bid 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.
23. **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.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **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.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage



requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

| Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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).

**51. 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.

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.

**52. 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 heath, 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:

- a. 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

- b. 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.

**53. 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.

REQUEST FOR QUOTATION  
DEP16000 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, REAP to establish an open-end contract to supply all transportation, labor and supervision necessary to provide complete recycled office collection services to recycling program participants. Recycling program participants include all entities listed on Attachment A and other entities that may be added at a later date.
  
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 **“Desired Service” or “Desired Services”** means the list of items identified in Section III, Subsection 1 below.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as DEP16000.
  - 2.4 **“Recyclable Commodities”** means the list of acceptable items identified on Attachment B.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Desired Services and Mandatory Requirements:** Vendor shall provide Agency with the Desired Services listed below on an open-end and continuing basis. Desired Services 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.

REQUEST FOR QUOTATION  
DEP16000 Recycling Services

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- 3.1.2 The vendor shall supply all transportation, labor and supervision necessary to provide complete Recyclable Commodities collection services at the locations identified on Attachment A.
- 3.1.3 The vendor must interact directly with each location Coordinator.
- 3.1.4 The vendor shall be responsible for developing and maintaining an up to date contact list for each pick-up location.
- 3.1.5 The vendor shall pick up Recyclable Commodities 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.
- 3.1.5.1 Schedules may be adjusted over time through consultation between the Agency Coordinator 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 return them to the site location immediately.
- 3.1.6.1 If the vendor cannot make a scheduled pickup on-time, they must make the pickup within 24 hours.
- 3.1.7 Vendor must make unscheduled pick-ups as needed.
- 3.1.8 Vendor shall guarantee no more than 24-hour turn around for handling non-scheduled and extra pickups.
- 3.1.9 Vendor personnel performing centralized pickups shall be uniformed or carry identification sufficient to be identified as representatives of the vendor.
- 3.1.10 Vendor shall be responsible for proper recycling of all recyclable 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.



REQUEST FOR QUOTATION  
DEP16000 Recycling Services

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3.1.12 Vendor shall maintain records substantiating that Recyclable Commodities have been recycled in accordance with the terms of the contract.

3.1.13 Prior to award, the vendor must submit the following:

3.1.13.1 A comprehensive outline of their plan to meet the conditions of this contract.

3.1.13.2 Information about equipment and personnel that will be committed to meet the requirements of the program.

3.1.13.3 References on their past experience supporting their ability to satisfy this contract.

#### 4. CONTRACT AWARD:

4.1 **Contract Award:** The contract will be awarded to the lowest bidder, on a price per ton basis to provide the pick-up and recycling services that are specified in the contract.

4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by bidding on the price per ton. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

#### 5. ADDITIONAL INFORMATION & REQUIREMENTS:

5.1 **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.*

REQUEST FOR QUOTATION  
DEP16000 Recycling Services

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- 5.2 Materials Collected by State Agencies:** High Grade office paper including computer and laser printer, mixed paper, from specified areas. Attachment B outlines paper accepted.
- 5.3 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.
- 5.3.1** 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.
- 5.4 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.
- 5.4.1** It shall be the vendor's responsibility to contact the end user to determine specific delivery requirements.
- 5.4.2** 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.
- 5.4.3** 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.
- 5.4.4** 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.

REQUEST FOR QUOTATION  
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**5.5 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. The report must be signed to verify its accuracy.

**5.5.1** 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.

**5.6 Billing and Payment:**

**5.6.1** Billing shall be done no more than twice per month.

**5.6.2** Vendor shall be paid based on the price per ton of Recyclable Commodities picked up and recycled. The price per ton must include all transportation costs, labor costs, recycling costs and any other fees necessary to perform under this contract.

**5.6.3** Vendor shall invoice DEP for services provided under this contract.

**5.7 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.





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

# Solicitation

NUMBER
DEP16000

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 804-558-8802

V E N D O R	*917160247 01 304-253-8925
	D & M RECYCLING INC
	PO BOX 1639
	SOPHIA WV 25921

S H I P T O	ENVIRONMENTAL PROTECTION,
	DEPARTMENT OF
	REAP OFFICE
	601 57TH STREET SE
	CHARLESTON WV
25304	800-322-5530

DATE PRINTED
09/25/2012

BID OPENING DATE: 10/11/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM FOR "RECYCLING SERVICES" ISSUED TO PUBLISH THE ATTACHED DOCUMENTATION THAT DID NOT GET POSTED WITH THE ORIGINAL RFQ POSTING.		
				NO OTHER CHANGES		
0001	1	JB		962-70		
				RECYCLING SERVICES, OFFICE PAPER		
***** THIS IS THE END OF RFQ DEP16000 ***** TOTAL: _____						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: DEP16000  
Addendum Number: 01

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

To publish the following attachments for this solicitation (RFQ).

1. Attachment A
2. Attachment B

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

# ATTACHMENT A

Attachment A

DEP16000

Directory								
ID	Agency	Unit	Address	Address 2	City	Zip	Telephone	Contact
1	Department of Administration		1900 Kanawha Blvd. E.	Bldg. 1, Room E-119	Charleston	25305	558-4331	
2	Department of Administration	Aviation Division	502 Eagle Mountain Road	Yeager Airport	Charleston	25311	558-0403	
3	Department of Administration	Children's Health Insurance Agency	1900 Kanawha Blvd. E.	Bldg. 3, Room 213	Charleston	25305	558-2732	
4	Department of Administration	Consolidated Public Retirement Board	1900 Kanawha Blvd. E.	Bldg. 5, Room 1000	Charleston	25305	558-3570	
5	Department of Administration	Ethics Commission	1207 Quarmer Street		Charleston	25301	558-0664	
6	Department of Administration	Finance Division	2019 Washington St. E.	PO Box 50121	Charleston	25305	558-6181	
7	Department of Administration	Finance Division, Accounting Section	2019 Washington St. E. Bldg. 15, 2nd Flr	PO Box 50121	Charleston	25305	558-3459	Yvonne Gunnoe
8	Department of Administration	Finance Division, Budget Section	1900 Kanawha Blvd. E.	Bldg. 1, Room E-127	Charleston	25305	558-0040	Jeri Rucker
9	Department of Administration	Financial Accounting and Reporting Section (FARS)	207 7th Avenue, SW		South Charleston	25303	558-4083	Sheila Straley
10	Department of Administration	General Services Division	1900 Kanawha Blvd. E.	Bldg. 1, Room MB-60	Charleston	25305	558-2317	
11	Department of Administration	Grievance Board, Education and State Employees	808 Greenbrier Street		Charleston	25311	558-3361	
12	Department of Administration	Information Services and Communications Division (IS&C)	1900 Kanawha Blvd. E.	Bldg. 6, Room B-110	Charleston	25305	558-8890	
13	Department of Administration	Information Services and Communications Division (IS&C)	4101 MacCorkle Ave. SE		Charleston	25304	558-8848	Jane Bracken
14	Department of Administration	Division of Personnel	1900 Kanawha Blvd. E.	Bldg. 6, Room 416	Charleston	25305	558-3950	Loretta Evans
15	Department of Administration	Prosecuting Attorneys Institute	1206 Kanawha Blvd. E.	Suite 207	Charleston	25301	558-3348	
16	Department of Administration	Public Defender Services	1900 Kanawha Blvd. E.	Bldg. 3, Room 330	Charleston	25305	558-3905	
17	Department of Administration	Public Employees Insurance Agency (PEIA)	1900 Kanawha Blvd. E.	Bldg. 5, Room 1001	Charleston	25305	558-7850	Fayette Bowen
18	Department of Administration	Purchasing Division	2019 Washington St. E.	PO Box 50130	Charleston	25305	558-2306	
19	Department of Administration	Purchasing Division, Administrative Services Division	1900 Kanawha Blvd. E.	Bldg. 15, 1st Floor	Charleston	25305	558-0059	JoAnn Dunlap
20	Department of Administration	Purchasing Division, Surplus Property Unit	2700 Charle. Avenue		Dunbar	25064	766-2626	
21	Department of Administration	Board of Risk and Insurance Management	4501 MacCorkle Avenue SW	300 Ghannam Bldg.	South Charleston	25309	766-2646	Sue McMin
22	Department of Agriculture		1900 Kanawha Blvd. E.	Bldg. 1, Room E-28	Charleston	25305	558-2201	
23	Department of Agriculture	Administrative Services Division, Building and Grounds	1900 Kanawha Blvd. E.	Guthrie Agriculture Center	Charleston	25305	558-4058	Michael Steadman
24	Department of Agriculture	Communications Division	1900 Kanawha Blvd. E.	Guthrie Agriculture Center	Charleston	25304	558-3708	Christina Kelley-Dye
25	Attorney General's Office		1900 Kanawha Blvd. E.	Bldg. 1, Room E-26	Charleston	25305	558-2021	
26	Attorney General's Office	Civil Rights Division	812 Quarrier St., 5th Floor		Charleston	25301	558-0546	Regina Veltri
27	Attorney General's Office	Consumer Protection/Antitrust Division	812 Quarrier St., 6th Floor		Charleston	25301	558-8986	
28	Attorney General's Office	Employment Programs Litigation Unit	101 Dee Drive		Charleston	25311	558-6131	Emily Washington
29	Attorney General's Office	Employment Programs Litigation Unit/Worker's Comp. Claims	One Player's Club Drive	PO Box 4318	Charleston	25364	558-0708	
30	Attorney General's Office	Health and Human Resources	1900 Kanawha Blvd. E.	Bldg. 3, Room 208	Charleston	25305	558-2131	
31	Attorney General's Office	Tax, Revenue, Education, Arts and Transportation	1900 Kanawha Blvd. E.	Bldg. 1, Room 435-W	Charleston	25305	558-2522	
32	Auditor's Office		1900 Kanawha Blvd. E.	Bldg. 1, Room W-100	Charleston	25305	558-2251	Stan Garten
33	Bureau of Commerce		2101 Washington St. E.	Bldg. 17	Charleston	25305	558-2200	
34	Bureau of Commerce	WV Development Office	1900 Kanawha Blvd. E.	Bldg. 6, Room 525	Charleston	25305	558-0078	Diana Spence
35	Bureau of Commerce	WV Development Office/Governor's Workforce Investment Office	1900 Kanawha Blvd. E.	Bldg. 6, Room B-617	Charleston	25305	558-7024	
36	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	112 California Avenue		Charleston	25305	558-1138	
37	Bureau of Commerce	WV Development Office/GWIO-WIA Program Operations	112 California Avenue		Charleston	25305	558-5922	
38	Bureau of Commerce	WV Development Office/GWIO-WIA Program Development	112 California Avenue		Charleston	25305	558-1263	
39	Bureau of Commerce	WV Development Office / GWIO-WIA Dislocated Worker Services	112 California Avenue		Charleston	25305	558-1847	
40	Bureau of Commerce	WV Development Office / GWIO-WIA Governor's Summer Youth	1321 Plaza East		Charleston	25301	558-1473	
41	Bureau of Commerce	WV Development Office / GWIO-WIA Fiscal/Auditing/Reporting	112 California Avenue		Charleston	25305	558-5925	
42	Bureau of Commerce	WV Development Office / Small Business Development Center	950 Kanawha Blvd., E.		Charleston	25301	558-2960	
43	Bureau of Commerce	Division of Forestry	1900 Kanawha Blvd. E.	Guthrie Center	Charleston	25305	558-2788	Paula Parsons
44	Bureau of Commerce	Division of Labor	1900 Kanawha Blvd. E.	Bldg. 6, Room 749B	Charleston	25305	558-7890	
45	Bureau of Commerce	Miner's Health Safety & Training	1615 Washington St. E.		Charleston	25311	558-1425	
46	Bureau of Commerce	Division of Natural Resources	1900 Kanawha Blvd. E.	Bldg. 3, Room 669	Charleston	25305	558-2754	
47	Bureau of Commerce	Division of Tourism	2101 Washington St. E.	PO Box 50312	Charleston	25312	558-2200	
48	Bureau of Commerce	Water Development Authority	180 Association Drive		Charleston	25311	558-3612	
49	Bureau of Commerce	Water Development Authority/Infrastructure & Job Development Co	300 Summers Street	Suite 980	Charleston	25301	558-4607	
50	WV Public Employees Credit Union		2200 Washington St., E.	PO Box 50919	Charleston	25305	558-0566	
51	Department of Education		1900 Kanawha Blvd. E.	Bldg. 6, Room 358	Charleston	25305	558-2681	
52	Department of Education	School Building Authority of West Virginia	2300 Kanawha Blvd., E.		Charleston	25311	558-2541	
53	Department of Education	Division of Technical and Adult Education Services	1900 Kanawha Blvd. E.		Charleston	25305	558-2346	
54	Department of Education & the Arts		1900 Kanawha Blvd. E.	Bldg. 5, Room 205	Charleston	25305	558-2440	
55	Department of Education & the Arts	Division of Culture and History	1900 Kanawha Blvd. E.	The Cultural Center	Charleston	25305	558-0220	
56	Department of Education & the Arts	Educational Broadcasting Authority	600 Capitol Street		Charleston	25301	558-4900	
57	Department of Education & the Arts	Library Commission	1900 Kanawha Blvd. E.	The Cultural Center	Charleston	25305	558-2041	
58	Department of Education & the Arts	Center for Professional Development	179 Summers Street	The Peoples Building, Suite 2	Charleston	25301	558-0539	
59	Department of Education & the Arts	Rehabilitation Services	WV Rehabilitation Center, Barron Drive, 1	PO Box 50890	Charleston	25305	766-4920	
60	Bureau of Employment Programs		112 California Avenue	Bldg. 4, Room 610	Charleston	25305	558-2630	
61	Bureau of Employment Programs	Legal Services Division	One Player's Club Drive		Charleston	25311	558-6100	
62	Bureau of Employment Programs	Management Analysis Division	1321 Plaza East		Charleston	25301	558-2420	
63	Bureau of Employment Programs	Special Projects Division	106 Dee Drive		Charleston	25311	558-9065	
64	Bureau of Employment Programs	Unemployment Compensation Division	112 California Avenue	Bldg. 4, Room 613	Charleston	25305	558-2624	
65	Bureau of Employment Programs	Worker's Compensation	4700 MacCorkle Avenue, SE		Charleston	25304	926-5048	
66	Bureau of Employment Programs	Worker's Compensation Appeal Board	104 Dee Drive		Charleston	25311	558-5230	
67	Bureau of Employment Programs	Worker's Compensation Office of Judges	One Player's Club Drive		Charleston	25311	558-5110	



Attachment A (continued)

DEP16000

68	Department of Environmental Protection		601 57th Street, SE		Kanawha City	25304	926-0448
69	Department of Environmental Protection	Office of Abandoned Miners and Reclamation	601 57th Street, SE		Kanawha City	25304	926-0448
70	Department of Environmental Protection	Office of Air Quality	601 57th Street, SE		Kanawha City	25304	926-0448
71	Department of Environmental Protection	Office of Water & Waste Management	601 57th Street, SE		Kanawha City	25304	926-0448
72	Department of Environmental Protection	Air Quality Board/Environmental Quality Board	601 57th Street, SE		Kanawha City	25304	926-0448
73	Department of Environmental Protection	Oil & Gas Conservation Commission	601 57th Street, SE		Kanawha City	25304	926-0448
74	Department of Environmental Protection	Solid Waste Management Board	601 57th Street, SE		Kanawha City	25304	926-0448
75	Governor's Office						
76	Governor's Office	Office of Economic Opportunity					
77	Governor's Office	Equal Employment Opportunity Office	One Players Club Drive	Suite 501	Charleston	25311	558-0400
78	Governor's Office	Governor's Cabinet on Children and Families	1900 Kanawha Blvd., E	Bldg., 5, Room 218	Charleston	25305	558-0600
79	Governor's Office	Governor's Office of Technology	505 Capitol Street	Suite 200	Charleston	25301	558-3784
80	Governor's Office	WV Workforce Investment Board	1900 Kanawha Blvd., E	Bldg. 6, Room B-603	Charleston	25305	558-5201
81	Governor's Office	WV Commission for National & Community Service	601 Delaware Avenue		Charleston	25302	558-0111
82	Department of Health and Human Resources		1900 Kanawha Blvd., E	Bldg. 3, Room 206	Charleston	25305	558-0684
83	Department of Health and Human Resources	Board of Review	1900 Kanawha Blvd., E	Bldg. 6, Room 817	Charleston	25305	558-0955
84	Department of Health and Human Resources	Investigations and Fraud Management Unit	1900 Kanawha Blvd., E	Bldg. 6, Room 861	Charleston	25305	558-1970
85	Department of Health and Human Resources	Medicaid Fraud Control Unit	1900 Kanawha Blvd., E	Bldg. 6, Room 848-B	Charleston	25305	558-1858
86	Department of Health and Human Resources	Quality Assurance	1900 Kanawha Blvd., E	Bldg. 6, Room 831	Charleston	25305	558-0630
87	Department of Health and Human Resources		250 Capitol Street		Charleston	25301	558-0234
88	Department of Health and Human Resources	Bureau for Children & Families / RAPIDS Project	1012 Kanawha Blvd., E	2nd Floor	Charleston	25301	558-0840
89	Department of Health and Human Resources	Office of Communications	1900 Kanawha Blvd., E	Bldg. 3, Room 206	Charleston	25301	558-7899
90	Department of Health and Human Resources	Development Disabilities Council	110 Stockton Street		Charleston	25302	558-0416
91	Department of Health and Human Resources	Assistant Secretary for Finance	1900 Kanawha Blvd., E	Bldg. 3, Room 451	Charleston	25305	558-5995
92	Department of Health and Human Resources	General Council	1900 Kanawha Blvd., E	Bldg. 3, Room 265	Charleston	25305	558-0684
93	Department of Health and Human Resources	Health Care Authority	100 Dee Drive	Suite 201	Charleston	25311	558-7000
94	Department of Health and Human Resources	Human Rights Commission	1321 Plaza East	Room 108	Charleston	25301	558-2616
95	Department of Health and Human Resources	Office of the Inspector General	1900 Kanawha Blvd., E	Bldg. 6, Room 617	Charleston	25305	558-2278
96	Department of Health and Human Resources	Management Information System	1900 Kanawha Blvd., E	Bldg. 3, Room 213	Charleston	25305	558-7810
97	Department of Health and Human Resources	WV Board of Medicine	101 Dee Drive		Charleston	25311	558-2921
98	Department of Health and Human Resources	Assistant Secretary of Operations	1900 Kanawha Blvd., E	Bldg. 3, Room 265	Charleston	25305	558-3217
99	Department of Health and Human Resources	Office of the Chief Medical Examiner	701 Jefferson Road		South Charleston	25309	558-5319
100	Department of Health and Human Resources	Office of Environmental Health Services	815 Quarrier Street Suite 418	Morrison Building	Charleston	25301	558-2981
101	Department of Health and Human Resources	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
103	House of Delegates		1900 Kanawha Blvd., E	Room M-212	Charleston	25305	340-3210
104	Housing Development Fund		814 Virginia Street, E.		Charleston	25301	345-6475
105	Investment Management Board		One Cantley Drive	Suite 3	Charleston	25314	345-2672
106	Jobs Investment Trust		814 Virginia Street, E.	Suite 202	Charleston	25301	345-6200
107	Legislative Services		1900 Kanawha Blvd., E.	Room E-132	Charleston	25305	347-4800
108	Legislative Services	Commission on Special Investigations	301 Eagle Mountain Road Room 218		Charleston	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

Blue Bar CPO  
 Green Bar CPO  
 Laser Paper  
 Stapled Paper  
 White Computer Paper  
 White Ledger  
 White Letterhead  
 White Stationary  
 Wide White CPO  
 Xerox (copy paper)  
 Junk Mail

## MIXED GRADE PAPER

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

## NOT ACCEPTABLE

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012