



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

Solicitation

NUMBER
BHS14118

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

*709063719 304-342-8115
 THYSSENKRUPP ELEVATOR CO
 901 MORRIS ST
 CHARLESTON WV 25301

SHIP TO

HEALTH AND HUMAN RESOURCES
 BBH/HF
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
12/10/2013

BID OPENING DATE: 01/22/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		910-13		
<p>***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR JANUARY 7, 2014 AT 1:00 P.M. AT EASTRIDGE HEALTH SYSTEMS, 235 SOUTH WATER STREET, MARTINSBURG, WV 25401 *****</p> <p style="text-align: center;">01/22/14 08:43:39AM West Virginia Purchasing Division</p> <p>CONNECTION, WIRING, PROGRAMMING, OPERATION SERVICE</p> <p>THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR BEHAVIORAL HEALTH & HEALTH FACILITIES TO ESTABLISH A CONTRACT FOR THE ONE TIME PURCHASE OF ALL LABOR, MATERIALS, EQUIPMENT AND ANYTHING INCIDENTAL TO INSTALL ONE (1) NEW 20 HP, 460 VOLT, 3 PHASE VARIABLE VOLTAGE, VARIABLE FREQUENCY DRIVE, AND ANYTHING NECESSARY FOR CONNECTION, WIRING, PROGRAMMING OR OPERATION WITH THE TAC 50 ELEVATOR CONTROLLER. LOCATED AT: EASTRIDGE HEALTH SYSTEMS 235 SOUTH WATER STREET MARTINSBURG, WV 25401</p> <p>ATTACHMENTS INCLUDE: 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS. 2. GENERAL TERMS AND CONDITIONS. 3. BHS14118 SPECIFICATIONS.</p>						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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4.				CERTIFICATION AND SIGNATURE PAGE.		
5.				PURCHASING AFFIDAVIT.		
6.				RESIDENT VENDOR PREFERENCE (RVP) FORM.		
***** THIS IS THE END OF RFQ BHS14118 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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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:

January 7, 2014 at 1:00pm, Eastridge Conference Room
Eastridge Health Systems, 235 South Water Street, Martinsburg, WV 25401

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: January 14, 2014 at 5:00pm

Submit Questions to: Roberta A. Wagner

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-4115

Email: Roberta.A.Wagner@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

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: January 22, 2014 at 1:30pm

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

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

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.

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

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

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

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 of 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 and shall list the state as a certificate holder:

Commercial General Liability Insurance:
\$250,000.00 or more.

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

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.

WV Contractor License

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. [RESERVED]

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.
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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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
BHS14118 TKE TAC 50 Control

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health & Human Resources, Bureau for Behavioral Health & Health Facilities to establish a contract for the one time purchase of all labor, materials, equipment and anything incidental to install one (1) new 20 HP, 460 Volt, 3 phase variable voltage, variable frequency drive, and anything necessary for connection, wiring, programming or operation with a TKE TAC 50 Elevator Controller. located at Eastridge Health Systems, 235 South Water Street Martinsburg, WV 25401

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means the list of items identified in Section III, Subsection I below.

 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as BHS14118.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Variable Voltage, Variable Frequency Drive**
 - 3.1.1.1 Vendor must install one (1) new 20 HP, 460 Volt, 3 phase variable voltage, variable frequency drive, and anything necessary for connection, wiring, programming or operation with a TKE TAC 50 Elevator Controller.
 - 3.1.1.2 Vendor must include programming of new drive, as well as any and all existing controllers and drives for proper operation of existing elevator.
 - 3.1.1.3 Vendor must ensure existing elevator is in good working condition.

REQUEST FOR QUOTATION
BHS14118 TKE TAC 50 Control

3.1.1.4 Vendor must remove the existing controller and discard of in accordance with all state, local and federal regulations.

<http://www.dep.wv.gov/dlr/reap/cedprogram/Pages/default.aspx>.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest lump sum cost as shown on the Pricing Pages.
- 4.2 Pricing Page:** Vendor should complete the Pricing Page by submitting a Total Lump Sum Bid Amount. The contract will be awarded to the lowest responsible bidder that meets all mandatory requirements. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

- 5.1 Payment:** Vendor must accept payment in accordance with the payment procedures of the State of West Virginia.

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

- 7. PAYMENT:** Agency shall pay a flat fee, as shown on the pricing pages, for all contract items and services performed and accepted under this contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION
BHS14118 TKE TAC 50 Control

8. VENDOR DEFAULT:

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

8.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

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

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

8.2.1 Cancellation of the Contract.

8.2.2 Cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

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

Contract Manager: Hogan Allen
Telephone Number: 415-609-7538
Fax Number: 866-228-5468
Email Address: hogan.allen@hyssenkrupp.com

REQUEST FOR QUOTATION
BHS14118 TKE TAC 50 Control

EXHIBIT A

PRICING PAGE

Total Lump Sum Bid Amount: \$ 16,534.60

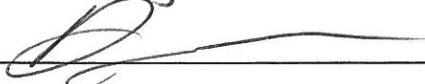
Contractor's Name: Thyssen Krupp Elevator

Contractor's Address: 513 Progress Dr. Suite C, Linthicum, MD 21090

Phone Number of Contact: 410-609-7538

Fax Number of Contact: 866-228-5468

E-mail Address: hogan.allen@thyssenkrupp.com

Signature: 

Title: Service Sales Representative

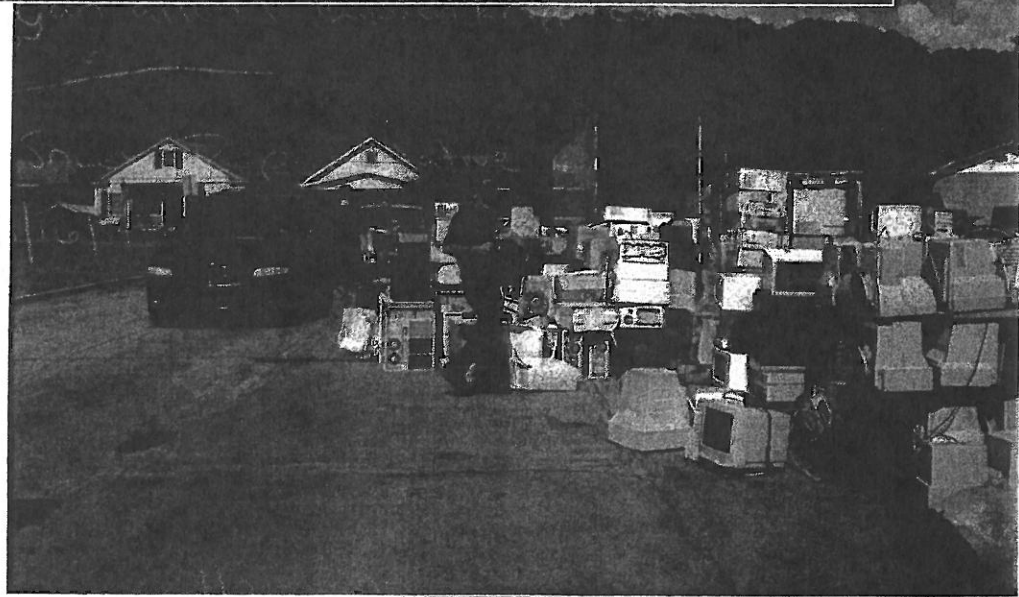
Date of Signature: 1/16/14

Basis of Award:

The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest total lump sum bid amount shown on the Pricing Page.

2011

Comprehensive Program to Provide for the Proper Handling of Covered Electronic Devices



WV Solid Waste Management Board

12/29/2010

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West Virginia Solid Waste Management Board

601 57th St., SE

Charleston, WV 25304

Phone: 304-926-0448

INTRODUCTION

During the 2010 legislative session, Senate Bill 398 passed into law. The bill requires the WV Solid Waste Management Board (SWMB) to develop a Comprehensive Program to Provide for the Proper Handling of Covered Electronic Devices (CEDs), as per W.Va. Code § 22-15A-22(e).

The bill bans certain electronics, CEDs, from West Virginia landfills. CEDs include televisions, computers or video display devices with a screen that is greater than four inches measured diagonally. "Covered electronic device" does not include a video display device that is part of a motor vehicle, or that is contained within a household appliance or commercial, industrial or medical equipment.

A "Computer" as defined in W.Va. Code § 22-15A-2(4) means a desktop, personal computer or laptop computer, including a computer monitor. Computer does not include a personal digital assistant device, computer peripheral such as a mouse or other similar pointing device, a printer or a detachable keyboard.

Acknowledging that the issues surrounding the proper disposal of CEDs are evolving, the SWMB has created a website as a companion to this document. The website, <http://www.state.wv.us/swmb/RMDP/EWaste/Index.html>, should be considered a living document which will be updated as information presents itself and circumstances change.

This program was developed with the input and concerns of all stakeholders, (a list of which can be found in the acknowledgements) and with an understanding of the shared responsibilities of each party, both legally and environmentally.

The program and staff recommendations were written with the knowledge that they would be the framework for the Legislative Rule to be developed by the Department of Environmental Protection, as per W.Va. Code § 22-15A-22(f). In addition, although there are no specific recommendations from staff on the role of the Public Service Commission (PSC), it is acknowledged that they will have a role in the future of the recycling of CEDs. As landfills, haulers and transfer stations document the costs involved with this activity the PSC will determine on a case by case basis the validity of requests for landfill/transfer station rate increases and the tariffs of waste haulers.

This program is designed to address the issues as they exist at the time of publication and presentation to the 2011 Regular Legislative Session of the West Virginia Legislature. As technology, circumstances and issues change in the future, modifications will be made to the companion website and will be addressed in the subsequent West Virginia Solid Waste Management State Plans.

EXECUTIVE SUMMARY

Due to the rapid growth in the sales of electronics and their relatively short life span, the nation is facing the increasing problem of how to dispose of these materials in an environmentally safe manner. Aware of this growing problem, the US Environmental Protection Agency (EPA) launched an electronics recycling pilot project in 2002 in Region III. Region III is comprised of West Virginia, Maryland, Delaware, Pennsylvania, Virginia and Washington D.C.

The electronics recycling, or e-cycling, program was designed to utilize a system of shared responsibilities to effectively address this growing environmental and social issue. In addition to collecting and recycling end-of-life electronics, a larger objective of the project was to gather data to assist with establishing electronics recycling programs in the future. Surveys were conducted at collection events to determine the costs involved and to define the roles and responsibilities of key stakeholders; government, consumers, electronics manufacturers, retailers, waste haulers, landfill operators, transfer station operators and electronic recyclers.

A series of bills passed by the WV Legislature and signed into law by the Governor have slowly built a framework in West Virginia to help facilitate electronics recycling. Senate Bill 746, passed in 2008 required all manufacturers of covered electronic devices (CEDs) to register with the WV Department of Environmental Protection (DEP) by January 1, 2009. CEDs are defined as computers, monitors, televisions and video display devices four inches or larger measured diagonally.

Manufacturers were required to pay an initial registration fee of \$10,000 or \$3,000. The lower fee applies to manufacturers who offer free take back programs to consumers. Each subsequent year fees drop to \$5,000 and \$500. The money from the registration fees goes into the "Covered Electronics Devices Takeback Fund", administered by the Secretary of the DEP and used for recycling grants for counties and municipalities for recycling and other programs that divert covered electronics devices from West Virginia's waste stream.

Senate Bill 398, signed into law in 2010, ban CEDs from being deposited of in solid waste landfills in West Virginia, effective January 1, 2011, as per W.Va. Code §22-15A-22(d). It also directed the SWMB to design a comprehensive program for the proper handling of covered electronics, W.Va. Code § 22-15A-22(e), and instructed the WV DEP to promulgate Rule for the implementation and enforcement of this E-Waste Program, W.Va. Code § 22-15A-22(f).

The SWMB, with input from a stakeholders group, developed this document to comply with the directives of the bill as a comprehensive program for the proper handling of covered electronic devices. The Staff Recommendations Section of this document addresses each stakeholder

separately, clearly defining each group's role in accomplishing the goals established by the legislation.

The success of this program hinges on the acceptance by the stakeholders of their individual responsibilities and the cooperation, communication and education of everyone involved to ensure the safe and environmentally sound handling of end-of-life electronics.

West Virginia has now joined 16 other states in imposing bans on electronics in landfills. Acknowledging that the issues surrounding the proper disposal of CEDs are evolving, the SWMB has created a website as a companion to this document. The website <http://www.state.wv.us/swmb/RMDP/EWaste/Index.html> should be considered a living document which will be updated as information presents itself and circumstances change.

Prior to the ban, obsolete electronics went from manufacturers or retailers to consumers, then from consumers to recyclers or waste haulers and ultimately from waste haulers to landfills. At the inception of the ban, waste haulers will still be required to pick up CEDs from their residential subscribers, as per the Public Service Commission's (PSC) Bulky Goods Rule, 150CSR9.6.6.c. Built into the Rule is the hauler's ability to charge each residential subscribing customer a \$1.00 per month surcharge to offset any additional costs incurred in handling "bulky" items.

Landfills and transfer stations are encouraged to accept CEDs, store them at their respective facilities and contract with an electronic recycler to properly dispose of the items. Landfill and transfer station operators choosing to accept CEDs should document any additional costs incurred in the handling of these items. Although there are no specific recommendations from staff on the role of the PSC, it is acknowledged that they will have a role in the future of the recycling of CEDs. As landfills, haulers and transfer stations document the costs involved with this activity the PSC will determine on a case by case basis the validity of requests for landfill/transfer station rate increases and the tariffs of waste haulers.

The Financial Analysis Section of this document seeks to illustrate the costs associated with the recycling of CEDs.

The SWMB believes that the information contained in this document will lead to the acknowledgement of shared responsibilities for all stakeholders. Also, that the framework contained in this program and the accompanying information included throughout this document and on the SWMB website will help in establishing "best practices" for the recycling of electronics in West Virginia.

HISTORY OF ELECTRONICS RECYCLING

The US EPA has been tracking the purchase and disposal of electronics for well over a decade. Due to the rapid growth of electronic sales and the relatively short life of these products, it was apparent early on that the number of these items was quickly increasing in the waste stream.

The EPA's Municipal Solid Waste Characterization Report published in 1999 placed the number of selected consumer electronic products shipped by manufacturers to the US in 1984 at less than 150 million units. By 1999, that number had increased to more than 400 million units. Because of the escalation in the amount of electronics purchased, foretelling an increase in their disposal, in early 2000 the US EPA decided to launch an electronics recycling pilot project using Region III. Region III is comprised of West Virginia, Maryland, Delaware, Virginia and Washington D.C.

In 2002, the WV SWMB, DEP, and seven local WV Solid Waste Authorities (SWAs) teamed up with the EPA to initiate the first end-of-life electronics collection program in the nation. The electronics recycling or e-cycling program was designed to utilize a system of shared responsibility to effectively address what had become an important and growing environmental and social issue – what to do with obsolete electronics. (Attachment A)

In addition to collecting and recycling end-of-life electronics, a larger objective of the pilot project was to gather data to assist with establishing electronics recycling programs in the future. Surveys were conducted at collection events to determine costs involved, and to define the roles and responsibilities of government, consumers, electronics manufacturers, retailers, and recyclers. (Attachment B)

Participating SWAs collected almost 137 tons of obsolete electronics in a series of one and two day events. Waste Management Inc. and West Virginia University collected an additional 128 tons of material, bringing 2002's recycling totals to 264.90 tons. (Attachment C)

The initial pilot project was intended to be a three year study. Unfortunately after one year the project ended. Because of the costs associated with staging these events and the limited funds available, few events were held after the initial project. In 2003 and 2004, only three community events were held collecting 45.8 tons of electronics.

In 2005 Envirocycle, Inc., a full service e-waste recycling company established a facility in Jackson County, WV. Since that time two more electronics recyclers have started up in the state and Envirocycle has closed their facility.

The National Center for Electronics Recycling (NCER) was also established in 2005. This non-profit organization, doing business in Parkersburg, WV, acts as a third party organization serving state, regional and national interests on various electronic recycling issues.

Eight more community events were held in 2005, collecting 255.3 tons of electronics in the state that year.

In 2006, the West Virginia High Tech Consortium Foundation provided funding for a statewide electronics programs. The SWMB, DEP, NCER, SDR Plastics and Amandi Services, formerly Envirocycle, Inc., joined forces to organize and coordinate these events throughout the state. Between the 14 statewide events and tonnages from PC Renewal, a West Virginia based electronics recycler, West Virginia University and Waste Management, Inc., 787.51 tons of materials were collected that year.

Grant dollars provided by the SWMB and the DEP REAP Recycling Grant program funded some collection projects in 2007. With the help of these two agencies, PC Renewal, NCER and Amandi, Inc. a total of 595.29 tons of electronics were collected for recycling that year.

The 2008 Legislative session produced Senate Bill 746, creating the "Covered Electronics Devices Takeback Fund." This bill required any manufacturer who marketed CEDs in West Virginia to register with the DEP, pay an initial registration fee and set up a free takeback program for their products. The registration fees and any penalties paid were used to develop a grant program which provides funds to municipalities and county entities to help support electronic recycling programs and events in the state.

In 2010, the West Virginia Legislature passed Senate Bill 398 prohibiting the disposal of covered electronic devices from West Virginia landfills effective January 1, 2011. As defined in W.Va. Code § 22-15A-2.6, a "covered electronic device" means a television, computer or video display device with a screen that is greater than four inches measured diagonally. "Covered electronic device" does not include video display device that is part of a motor vehicle or that is contained within a household appliance or commercial, industrial or medical equipment. In accordance with W.Va. Code § 22-15A-22(e), the West Virginia Solid Waste Management Board has developed this Comprehensive Program to Provide for the Proper Handling of Covered Electronic Devices.

ELECTRONIC WASTE: STATE LAWS

Due to the rapid growth of electronic sales in the US and the relatively short life of these products, it has become apparent that disposal is quickly becoming a problem. Without nationwide standards regulating the disposal of electronics, states have begun to develop their own standards and procedures for dealing with electronic waste. What has resulted is a patchwork of laws and regulations which differ from state to state.

Following is a summary of electronic waste legislation for different states as it presently exists.

State Landfill Bans

Massachusetts was the first state to ban electronic waste from landfills. The ban went into effect April 1, 2000. Since then, 17 states, including West Virginia, have banned electronic waste (e-waste) from disposal in landfills. Not all landfill bans are the same. The following list demonstrates some of the differences.

- Arkansas - Electronics and computer equipment (not defined), effective March 18, 2005.
- California – "All Electronic Devices" (televisions, computer monitors, computers, printers, cell phones, VCRs, telephones, radios, microwaves, etc.), effective 2002, expanded in 2006.
- Connecticut – Computers, laptops, monitors, TVs, effective January 1, 2011.
- Illinois – "Covered Electronic Devices" (CED): televisions, monitors, computers, laptops, printers, effective January 1, 2012.
- Indiana – Computers, laptops, monitors, TVs, printers, faxes, scanners, keyboards, mice, DVDs, VCRs, effective April 1, 2011.
- Maine – Cathode Ray Tubes (CRTs), effective July 20, 2006.
- Massachusetts - Cathode Ray Tubes (CRTs), effective April 1, 2000.
- Minnesota - Cathode Ray Tubes (CRTs), effective July 1, 2006.
- New Hampshire - Video display devices: devices that include a cathode ray tube, liquid crystal display, gas plasma, digital light processing, or other image projection technology, greater than 4 inches when measured diagonally, effective July 1, 2007.

- New Jersey - Computers, laptops, monitors, TVs, effective January 1, 2011.
- New York - Televisions, monitors, computers, laptops, printers, keyboards, mice, effective April 1, 2012.
- North Carolina - Computers, monitors, laptops, keyboards, mice, effective January 1, 2012.
- Oregon - Computers, laptops, monitor, TVs, effective January 1, 2010.
- Pennsylvania – TVs, computers, laptops, effective November 23, 2012.
- Rhode Island - CRT TVs, LCD TVs, plasma TVs, desktop monitors, LCD monitors, flat panel monitors, laptops, central processing units (CPU), effective January 1, 2008.
- West Virginia - TVs, computers or video display device with a screen that is greater than four inches measured diagonally, effective January 1, 2011.
- Wisconsin - Computers, laptops, monitors, TVs, printers, fax machines, keyboards, mice, DVDs, VCRs, effective January 1, 2010.

In addition to environmental benefits of recycling instead of landfilling electronics, some states have reported other positive outcomes as a result of e-waste landfill bans. The Massachusetts Department of Environmental Protection reported that after implementation of their ban, the following outcomes were observed:

- Processing cost for end-of-life electronics fell by 50% in the preceding 5 year period.
- The state collected 7,718 tons of e-waste in 2007 compared to 167 tons in 2000.
- In 1997 no companies were accepting consumer electronics for recycling, in 2010 there were 40+ companies serving Massachusetts and surrounding states in that capacity (MA, NH, CT, ME, RI).
- A noticeable increase in the number of recycling related job training and development programs in both nonprofits and vo-techs were observed.

State Producer Responsibility Laws

At the time of publication, 23 states had passed legislation regarding the proper management of electronic waste. This means that approximately 62% of the population of the U.S. is now covered by a state e-waste recycling law. All 23 states either mandate or support statewide e-waste recycling in one form or another. All state's laws except California use the Producer Responsibility approach, where the manufacturers must pay for recycling. California passed the first e-waste legislation in 2003; Maine followed in 2004; Maryland in 2005; Washington in 2006; Connecticut, Minnesota, Oregon, Texas and North Carolina in 2007; New Jersey, Oklahoma, Virginia, West Virginia, Missouri, Hawaii, Rhode Island, Illinois and Michigan in 2008; Indiana and Wisconsin in 2009 and Vermont, South Carolina and New York in 2010. Producer responsibility laws vary from state to state. To date, only 17 of the 23 states have chosen to accompany these laws with a landfill ban on electronics and only 7 states chose to include goals or targets for removing electronic waste from their waste stream in their legislation.

In addition, 7 states chose to include language on toxic materials related to the European Union's "Restriction of Hazardous Substance" (RoHS) directive. State legislation varies in the scope of products covered. Some cover a wide variety of electronics while others are limited to just a few of the more hazardous. Funding for electronic recycling programs vary from state to state.

It should be noted that at the time of publication, state level legislation concerning electronics recycling and landfill bans on electronics are changing rapidly with new legislation both proposed and adopted every year.

ELECTRONIC WASTE: FEDERAL REGULATIONS

Regulation of CRTs

Many electronics, including CRT (cathode ray tubes) computer monitors, CRT TVs, and smaller items such as cell phones test "hazardous" under Federal law. As a result, they are subject to special handling requirements. At the same time, under certain circumstances, they may also be subject to exemptions. For example, computer monitors and televisions sent for continued use (i.e., resale or donation) or recycling are classified as Universal Waste and as such, are not considered to be hazardous wastes.

This situation was created under Federal Rule, 40 CFR Parts 9, 260, 261, et al, Cathode Ray Tubes, Final Rule, which streamlines management requirements for recycling of used CRTs and glass removed from CRTs under the Resource Conservation and Recovery Act (RCRA). The rule excludes these materials from the RCRA definition of solid waste if certain conditions are met. This is intended to encourage recycling and reuse of used CRTs and CRT glass.

Export Requirements for CRTs: *Used CRTs exported for recycling* must comply with requirements that are specified in detail in 40 CFR 261.39(a) (5). Exporters are required to notify EPA Office of Enforcement and Compliance Assistance (OECA) of an intended shipment 60 days before the shipment. Notification may cover exports extending over a 12 month or shorter period. Notification must include contact information about the exporter and recycler and must include an alternate recycler. It must also include a description of the recycling, frequency and rate of export, means of transport, total quantity of CRTs, and information about transit countries.

OECA will notify the receiving country and transit countries. When the receiving country consents in writing to the receipt of the CRTs, OECA will forward the consent to the exporter. The exporter may not ship the CRTs until they receive the consent. If the receiving country does not consent or withdraws a prior consent, EPA will notify the exporter in writing. Exporters must keep copies of notifications and consents for three years following receipt of the consent. Consent is not required from transit countries, but EPA will notify the exporter of any responses from these countries.

Persons who export used, intact CRTs for reuse must submit a one-time notification to the appropriate EPA Region with contact information and a statement that they are exporting the CRTs for reuse (see 40 CFR 261.41). They must keep copies of normal business records demonstrating that each shipment will be reused. Records must be retained for three years.

Regulation of Circuit Boards: According to the US EPA, circuit boards are subject to a special exemption from Federal hazardous waste rules.

- Whole unused circuit boards are considered unused commercial chemical products, which are unregulated.
- Whole used circuit boards meet the definition of spent materials but also meet the definition of scrap metal. Therefore, whole used circuit boards that are recycled are exempt from the hazardous waste regulations.
- Shredded circuit boards are excluded from the definition of solid waste if they are containerized (i.e., fiberpaks) prior to recovery. These shredded circuit boards cannot contain mercury switches, mercury relays, nickel cadmium batteries, or lithium batteries. If these materials are not treated this way, then they are considered hazardous waste and must be treated as such.

Regulation of Mercury Containing Equipment: Mercury can be found in small quantities in batteries, backlights of LCD screens, switches and printed circuit boards. Mercury containing equipment was added to the list of items identified as Universal Waste (40 CFR Parts 9, 260, 261, et al) under RCRA, on August 5, 2005 and may be subject to special handling but are generally not considered to be hazardous waste if they are to be reused or recycled.

When E-Waste Tests “Hazardous”: Wastes from facilities that generate over 100 kilograms (about 220 pounds) per month of hazardous waste are regulated under Federal law when the waste is disposed. CRTs from such facilities sent for disposal (as opposed to reuse, refurbishment or recycling) must be manifested and sent as “hazardous waste” to a permitted hazardous waste landfill.

Businesses and other organizations that send items for disposal (as opposed to reuse, refurbishment or recycling) less than 100 kilograms (about 220 pounds) per month of hazardous waste are not required to handle this material as hazardous waste. If a “small quantity generator” wishes to dispose of a small quantity of CRTs or other used electronics that test hazardous under Federal law, these materials can go to any disposal facility authorized to receive solid waste (e.g., a municipal landfill), unless state law requires more stringent management (e.g., West Virginia’s passage of SB 398 banning covered electronics from disposal in landfills after January 1, 2011).

Used computer monitors or televisions generated by households are not considered hazardous waste and are not regulated under Federal regulations. State laws may be more stringent in regards to electronics from households (e.g., WV SB 398).

STAFF RECOMMENDATIONS

With the passage of SB 398, and after a thorough analysis of information gathered through research, historical data and input from stakeholders, the SWMB has developed the following program to facilitate the proper handling, recycling or reuse of CEDs in West Virginia. Each of the following groups has a responsibility to their customers and to the environment to strive to comply with this program to the best of their ability.

The SWMB recognizes that without the proper coordination, cooperation and education between the consumer, waste hauler, transfer station, landfill and all affected regulatory agencies, gaps in service could result in some areas of the state being underserved.

Because of a general confusion among stakeholders, the lack of a funding mechanism and an insufficient time frame for implementation and rule making, the SWMB recommends a delay in the implementation of the disposal ban to allow for a more coordinated effort between stakeholders.

Manufacturers Responsibility:

- Comply with the requirements of Senate Bill 746, **West Virginia Electronics Manufacturer Registration and Takeback/Recycling Program**. Details on this program are available at: <http://www.dep.wv.gov/dlr/reap/cedprogram/Pages/default.aspx>.
- Manufacturers to date are responsible for managing their own products in house. There are no requirements based on WV law that mandates the manufacturer to recycle.
- Further information regarding this can be found on the SWMB website at: <http://www.state.wv.us/swmb/RMDP/EWaste/ManufacturesInformation.htm>.

Manufacturers that produce an average of more than one thousand covered electronic devices (CEDs) per year for the previous three year period are required to register with the State of West Virginia's Department of Environmental Protection REAP Program. They must also pay a registration fee which ranges from \$10,000/\$3,000 for the initial registration to \$5,000/ \$500 for a renewal registration. Fees are set at a lower amount if the manufacturer provides a take back program that is free to the customer.

Retailers Responsibility:

- Retailers are encouraged to offer recycling services for their customers. For more information about e-cycling retailers should visit the SWMB website at: <http://www.state.wv.us/swmb/RMDP/EWaste/RetailersResponsibility.htm>.
- Implement a program to verify electronics manufacturer compliance with the WV CED Takeback/Recycling Program established by the West Virginia Department of Environmental Protection. Current compliance list is provided at <http://www.dep.wv.gov/dlr/reap/cedprogram/Pages/default.aspx>, click the CED Manufacturers Certification link located under *REAP E-Waste Program*.
- Establish a method for reporting noncompliant vendors to the WV DEP.
- Implement an in store public education program, including point of sale materials offering consumers purchasing CEDs information on the proper disposal of said items, including local, manufacturer and in store recycling opportunities.
- When retailers act as providers for take back programs, they should establish a system for tracking the quantities and types of CEDs collected. Tracking information should be made available to the WV SWMB and WVDEP upon request.

Under Senate Bill 746, retailers selling covered electronic devices not authorized for sale in this state may be subject to penalties and fines not to exceed \$5,000 for the year.

Haulers Responsibility:

- The SWMB recommends that waste haulers continue to follow the provisions of the Public Service Commission's Bulky Goods Rule, WV Code Rules §150-9.6.6.c. and pick up CEDs from their residential subscribing customers under the guidelines they have set for pick up of all other bulky goods.
- Establish a program for the proper collection and handling of CEDs. More information regarding this can be found on the SWMB website at: <http://www.state.wv.us/swmb/RMDP/EWaste/WasteHaulers.htm>.
- The program should include instructions on how residential subscribing customers should handle the disposal of these items, including a schedule of pickup dates or a number to call for pickup and any special instruction such as protecting the CED from

weather, training for employees on the proper handling of CEDs and a public education program.

- The program should also include the haulers working arrangement with their ultimate disposal site, landfill and or transfer station, and the process for adhering to that plan.
- As an alternative, they may contact an electronics recycler to handle the CEDs instead of a landfill or transfer station. A list of recyclers and questions to ask vendors is available at: <http://www.state.wv.us/swmb/RMDP/EWaste/E-WasteContractor%20List.pdf>. or by contacting the WV SWMB at 866-568-6649.
- Establish a system for tracking costs associated with the collection and disposal of CEDs. Volumes and types of materials as well as additional costs incurred in the purchase of equipment, transportation and recycling/processing should be considered. Tracking information should be made available to the WV SWMB, WVDEP and the PSC upon request and should accompany any requests for increases in customer fees.

Under the Public Service Commission's Bulky Goods Rule, WV Code Rules §150-9.6.6.c., waste haulers are required to pick up televisions, computers and other "bulky" items once a month from their residential subscribers. To help offset any additional costs incurred in providing this service they may impose a surcharge of up to \$1.00 per month, per residential subscriber. The Bulky Goods Rule will remain in effect, including the collection of televisions and computers, on January 1, 2011.

The \$1.00 per month surcharge presently imposed on each residential subscriber to service is intended to cover any costs associated with the haulers adherence to the ban. Nothing in the legislation allows for additional fees at this time.

Prior to establishing a relationship with a recycler the hauler is encouraged, but not required, to verify that the recycler has achieved and maintained third-party accredited certifications, including R2, Responsible Recycling Practices Standards, E-Steward Standards or Internationally accredited third-party environmental management standards for the safe and responsible handling of covered devices.

Landfill Operators Responsibility:

- The SWMB recommends that all landfills establish a plan for the proper handling, separation, recovery, and recycling of CEDs. This can be achieved through a coordinated effort between the landfill and a transfer station or by contracting individually with an electronic recycler. Any tracking of costs for the purpose of requesting rate adjustments may be done at the discretion of the facility.
- Establish a program for the proper collection and handling of CEDs. More information regarding this can be found on the SWMB website at:
<http://www.state.wv.us/swmb/RMDP/EWaste/LandfillOperators.htm>
- The program should include:
 - Public education
 - Signage on site
 - Modification to landfill operational plans to accommodate CEDs
 - Plans for managing broken CRT glass
 - Plans for storage of electronics
 - Employee training on environmental and health issues related to the handling of CEDs
- Establish a relationship with an electronics recycler for the recycling of CEDs. A list of recyclers and questions to ask vendors is available at:
<http://www.state.wv.us/swmb/RMDP/EWaste/E-WasteContractor%20List.pdf>. or by contacting the WV SWMB at 866-568-6649.
- Establish a system for tracking costs associated with the collection and disposal of CEDs. Volumes and types of materials as well as additional costs incurred in the purchase of equipment, transportation and recycling/processing should be considered. Tracking information should be made available to the WV SWMB, WVDEP and the PSC upon request and should accompany any requests for increases in customer fees.

Prior to establishing a relationship with a recycler, the landfill operator is encouraged, but not required, to verify that the recycler has achieved and maintained third-party accredited certifications, including R2, Responsible Recycling Practices Standards, E-Steward Standards or Internationally accredited third-party environmental management standards for the safe and responsible handling of covered devices.

Transfer Stations Responsibility:

- The SWMB recommends that all transfer stations establish a plan for the proper handling, separation, recovery, and recycling of CEDs. This can be achieved through a coordinated effort between the transfer station and landfill or by contracting individually with an electronic recycler. Any tracking of costs for the purpose of requesting rate adjustments may be done at the discretion of the facility.
- Establish a program for the proper collection and handling of CEDs.
- The program should include:
 - Public education
 - Signage on site
 - Modification to transfer station operational plans to accommodate CEDs
 - Plans for managing broken CRT glass
 - Plans for storage of electronics
 - Employee training on environmental and health issues related to the handling of CEDs
- Further information regarding this can be found on the SWMB website at:
 - <http://www.state.wv.us/swmb/RMDP/EWaste/RecyclersCollectors.htm>
 - <http://www.state.wv.us/swmb/RMDP/EWaste/RecyclingProcessors.htm>
- The program should also include the transfer stations working arrangement with their ultimate disposal site and the process for adhering to that plan.

Alternatively, transfer station management may establish a relationship with an electronic recycler for the recycling of CEDs. A list of recyclers and questions to ask vendors is available at:

<http://www.state.wv.us/swmb/RMDP/EWaste/E-WasteContractor%20List.pdf> or by contacting the WV SWMB at 866-568-6649.

- Establish a system for tracking costs associated with the collection and disposal of CEDs. Volumes and types of materials as well as additional costs incurred in the purchase of equipment, transportation and recycling/processing should be considered. Tracking information should be made available to the WV SWMB, WVDEP and the PSC upon request and should accompany any requests for increases in customer fees.
- Further information regarding this can be found on the SWMB website at:
 - <http://www.state.wv.us/swmb/RMDP/EWaste/TransferStationOperators.htm>.

Prior to establishing a relationship with a recycler the transfer station operator is encouraged, but not required, to verify that the recycler has achieved and maintained third-party accredited certifications, including R2, Responsible Recycling Practices Standards, E-Steward Standards or Internationally accredited third-party environmental management standards for the safe and responsible handling of covered devices.

Electronic Recyclers Responsibility:

- Provide the SWMB and DEP with documentation of any third-party accredited certifications, including R2, Responsible Recycling Practices Standards, E-Steward Standards or internationally accredited third-party environmental management standards for the safe and responsible handling of covered devices.
- Maintain an operational plan for the proper collection and handling of CEDs.
- The plan should include:
 - Collection options
 - Plans for managing broken CRT glass
 - Plans for storage of electronics
 - Employee training on environmental and health issues related to the handling of CEDs
 - Information on end markets
 - Reporting requirements - On a yearly basis electronics recyclers shall provide to the Solid Waste Management Board and West Virginia Department of Environmental Protection the following information: tonnage, quantities and types of CEDs collected, entities contracting for electronic recycling services and dates on which those services were provided.
 - Further information regarding this can be found on the SWMB website at:
<http://www.state.wv.us/swmb/RMDP/EWaste/RecyclersCollectors.htm>
<http://www.state.wv.us/swmb/RMDP/EWaste/RecyclingProcessors.htm>

Solid Waste Management Board's Responsibility:

- Design a program for the proper handling of covered electronic devices (CEDs).
- Establish and maintain an internet website and toll-free telephone number for e-waste information in West Virginia.
- Provide technical assistance to local solid waste authorities, municipalities, retailers, haulers, landfill operators and other effected parties in the implementation of the plan.

- Further information regarding this can be found on the SWMB website at: <http://www.state.wv.us/swmb/RMDP/EWaste/Index.html>.

The website will include information on recycling opportunities, collection events, registered CED manufacturers and other relevant information. For e-waste information in West Virginia, visit www.state.wv.us/swmb/RMDP/EWaste or contact the WV SWMB at 866-568-6649.

Department of Environmental Protection's Responsibility:

- Promulgate rules for the implementation of the enforcement of the program.
- Maintain the Covered Electronic Devices Manufacturer Compliance List. Update the list yearly as registration occurs. Allow retailers and consumers easy access to this list by posting it on the agency website. Further information regarding this can be found on the SWMB website at: <http://www.dep.wv.gov/dlr/reap/cedprogram/Pages/default.aspx>.
- Support the proper handling of covered electronics in West Virginia through the administration of the Covered Electronic Devices Grant Program.

ALTERNATIVES TO LANDFILLING COVERED ELECTRONIC DEVICES

As part of the SWMBs “Comprehensive Program to Provide for the Proper Handling of Covered Electronic Devices” a website dedicated to electronic recycling has been developed. The website will be the live counterpart to this plan. It contains information and alternatives to land filling electronics. The website can be accessed at www.state.wv.us/swmb/RMDP/EWaste/Index.html.

The SWMB urges all businesses and individuals to recycle end-of-life electronics. For individuals and businesses wishing to recycle their computers there are a growing number of businesses, non-profits and governmental entities providing recycling options. A list of those options is listed below.

Collections Events: Many of the state’s solid waste authorities collect electronics for recycling either through one or two day collection events or daily activities. Pending events are listed on the website under the “Pending Collection Events” link, www.state.wv.us/swmb/RMDP/EWaste/PendingEvents.html.

Retailer Take Back Programs: Some retailers that sell electronics also act as an intermediary for electronics manufacturers, returning equipment to the manufacturers for consumers. There is often a small charge for this service depending on the arrangement the retailer has with the various manufacturers. Best Buy and Staples offer such programs. Consumers are encouraged to contact stores for more information.

Non-profit Organizations: Consumers are encouraged to check with non-profit organizations within their communities for reuse options. These organizations may specify what items they will accept for reuse or recycling. The Salvation Army and Goodwill are two such organizations.

Manufacturer Take Back Programs: Any electronics manufacturer selling products in the state of West Virginia is required to register with the West Virginia Department of Environmental Protection’s REAP program. These manufacturers pay a yearly registration fee. Initial registration fees are set at \$10,000 and \$3,000. Manufacturers pay the lower fee if they provide a free take back program to consumers. The renewal fees drop to \$5,000 and \$500, respectively, in subsequent years, thus diminishing the dollars in the grant fund. A list of those manufacturers can be accessed at <http://www.state.wv.us/swmb/RMDP/EWaste/ManufacturesInformation.htm>

WV Recycling Directory: The West Virginia Department of Commerce produces the WV Recycling Directory and updates its entries on a yearly basis. The directory provides information on recyclers listed by the item recycled and the location of the recycler. For more information, go to the “WV Recycling Directory” tab on the WV E-Waste website or <http://wvcommerce.org/directory/recycling/default.aspx>

Earth 911 Recycling Directory: Earth 911 connects individuals with electronic recyclers based on the consumers’ zip code. For more information go to the “Earth 911 Recycling Directory” tab on the WV E-Waste website or <http://search.earth911.com/?what=Electronics&where=WV>.

E-Waste Contractors: Waste Haulers, Transfer Stations and Landfill Operators wishing to contract with electronic recycles will find pertinent information at www.state.wv.us/swmb/RMDP/EWaste/E-WasteContractor%20List.pdf. This information will be updated as required.

Information on the E-Waste website will be monitored and updated as required.

E-WASTE MANAGEMENT: FINANCIAL ANALYSIS

Introduction

Since the recycling of electronic waste began in West Virginia in earnest during 2002, two methods of collecting and recycling electronics have emerged.

The first and most prevalent is the single or dual day collection event. These events are usually sponsored by a local solid waste authority, sometimes partnering with a County Commission, or by a non-profit organization. Once funding is obtained, normally through SWMB or REAP, an electronics recycling contractor is hired to manage the event. Contract items can include the personnel to package and load collected materials, the pallets and shrink wrap necessary for the proper packaging and shipping, equipment for loading materials, transportation to an appropriate recycling center and the dismantling of electronic waste into their individual components for recycling purposes. The contractor may choose to outsource one or more of these functions.

Advantages of this method are, the removal of substantial quantities of e-waste from the waste stream in a short period of time, allowing organizations not in the business of recycling to collect materials and significantly raise public awareness through a concentrated ad campaign. Disadvantages include high costs and sometimes public inconvenience because of the limited time frame.

The second method of collection and recycling is an ongoing or continuous collection. This is done almost exclusively by established recycling programs where storage space and storage options exist. Recycling centers collect materials for recycling and place them in storage in a building or enclosed trailer. When the trailer is filled or a truck load quantity is collected, usually 12 to 14 tons of material, the recycling contractor is contacted and arrangements are made for a pick-up.

The advantages of this method are public convenience and lower cost. The disadvantages are that additional storage space is required and the public is often less aware of the program. In addition, it is difficult for anyone other than an established community recycling center, or local solid waste authority to implement such a program.

Single Day Collection Event: Cost Analysis

The cost for a single day collection event can be based on the tonnage collected on a per event basis. Historically, costs per ton have been approximately \$500 or about \$0.25 per pound and tonnage is dependent on the population of the area served. Costs include recycling, transportation, labor and supplies.

For 2010, the average collection event cost \$480 per ton with an average of 13.68 tons collected per event. The fees paid for e-cycling events breaks down to; 60.62% for recycling fees, 13.57% for transportation of materials, 17.59% for labor and 8.22% for equipment rentals.

Some contractors are willing to price their services on a per-ton basis or by charging a flat, per-event fee. For 2010, the average flat fee per-event cost \$5,171 which amounts to \$501 per ton. The average per-ton event charge was \$4,606 which amounts to \$420 per ton.

Continuous Collection: Cost Analysis

Continuous collection is significantly different from single event e-cycling. Continuous collection transfers a significant part of the workload from a recycling contractor to recycling center staff, therefore costs tend to be lower. As of December 2010, only a few recycling centers were offering this service.

One center reported paying approximately \$40 per ton for the transporting and recycling while two others reported receiving the service free of charge. It should be noted that the cost of this service may be conditional. Costs tend to vary due to the location of the recycling center, location of the contractor, volume, type of material collected and a number of variables. One of those variables is the acceptance of televisions in the recycling mix. Most contractors are willing to manage televisions but will impose a charge for the service.

Waste Haulers: Cost Analysis

Under the Public Service Commission's Bulky Goods Rule, WV Code Rules § 150-9.6.6.c, waste haulers are required to pick up televisions, computers and other "bulky" items once a month from their residential subscribers. To help offset any additional costs incurred in providing this service they may impose a surcharge up to \$1.00 per month, per subscriber.

The Bulky Goods Rule will not change with the inception of the ban on January 1, 2011. Haulers should track actual costs associated with their implementation procedures to determine the economic impact, if any, on their costs of doing business.

The Solid Waste Management Board has provided the haulers and others with a listing of qualified electronics recycling contractors that are either working within the state or wish to provide services here. They have also been provided with a comprehensive guide for choosing an electronics recycling contractor. This information can be viewed at www.state.wv.us/swmb/RMDP/Ewaste.

Landfill and Transfer Station Operator's: Cost Analysis

While municipal solid waste facilities can no longer put electronics in their landfills, they can collect the material for recycling. Problems associated with collecting the e-waste for recycling include storage and packaging and possibly the cost associated with recycling and transportation.

The SWMB recommends that all landfills and transfer stations devise a Plan for the Proper Handling of CEDs. The efforts of the landfills, transfer stations, and haulers can be a cooperative effort, but can be handled individually as provided for in this document. Landfill and transfer station operators should track actual costs associated with their implementation procedures to determine the economic impact, if any, on their costs of doing business.

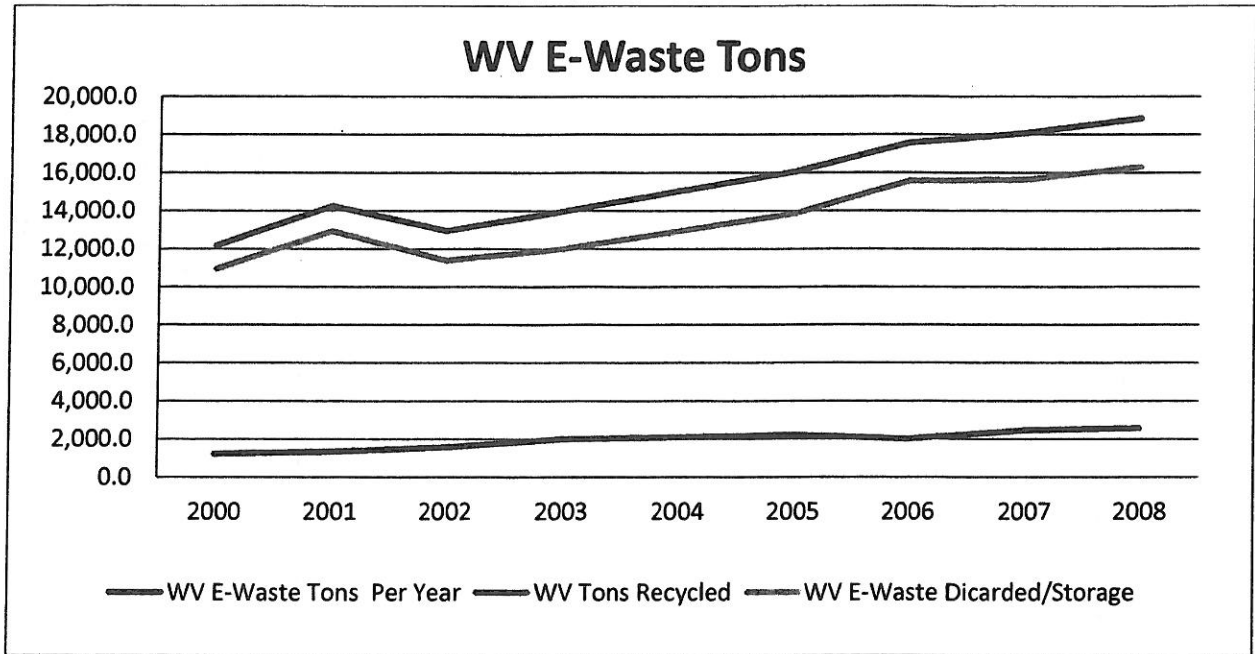
West Virginia E-Waste Volume

Assuming West Virginians produce the same amount of electronic waste as everyone else, 20.8 pounds, the state produces around 18,857 tons of electronic waste per year. Of that, approximately 16,293 tons are either landfilled or put into storage and an additional 2,565 is recycled either through collection events, recycling centers or various mail-in collection services.

Data has been collected for the country as a whole by the US EPA on electronic waste since the year 2000. EPA findings indicate that between the years 2000 and 2008, the amount of e-waste that is either being put into landfills, storage or being recycled has increased by about 36%. During that same period, the amount being recycled has increased by about 53%. While the increase in recycling is significant, it should be noted that the amount being recycled is only about 13.6% of the total e-waste produced.

The amount of e-waste in West Virginia's waste stream is about 1.5% of the total amount of waste going into the state's 19 municipal solid waste landfills.

The following graph demonstrates the amount and increase of e-waste in West Virginia's waste stream during the period 2000 through 2008:



Source: US EPA, Annual Waste Characterization Studies, 2000 - 2008.

ATTACHMENTS

ATTACHMENT A

Whitman Recognizes Electronics Industry for Recycling Efforts

Release date: 11/22/2002

Contact Information: Bonnie Smith 215-814-5543

Contact: Bonnie Smith 215-814-5543

PHILADELPHIA – U.S. EPA Administrator Christie Whitman joined Congressman Don Sherwood and other government officials at the Envirocycle recycling facility located in Hallstead, Pa. to recognize the cooperative efforts and continued commitment of electronics manufacturers and recyclers who have partnered with EPA and state environmental agencies in the mid-Atlantic regional pilot, *eCycling*.

This project is the nation's first-of-a-kind government-industry collaboration to promote reuse and recycling of outdated computer equipment, televisions, and other electronics.

"Through the *eCycling* partnership we have learned important lessons for creating sustainable multi-state electronics recycling. I am pleased that this partnership will expand to a second year, providing mid-Atlantic residents electronics reuse and recycling opportunities for another year, and offering the country an opportunity to advance further in this important area," said Administrator Whitman.

eCycling, which began in October 2001, encourages local residents and small businesses to drop-off used and outdated electronics at coordinated collection events throughout the region. During the first year, using funds from the U.S. EPA, mid-Atlantic state environmental agencies, and manufacturers Panasonic, Sharp, Sony and other members of the Electronic Industries Alliance, *eCycling* collected more than 2,100 tons of electronics from residents in the mid-Atlantic states and prevented more than 21,000 cathode ray tubes (CRTs) from going into regional landfills and incinerators.

"I applaud the efforts of all the partners involved and your commitment to continue this effort for another year. I encourage more electronics manufacturers and retailers to join us in our quest for the best national solution to this growing problem. I urge residents to take advantage of the electronic recycling opportunities scheduled in your areas," Whitman said.

Electronic equipment collected during the 45 *eCycling* drop-off events in 31 counties and cities included televisions, monitors, computers, printers, keyboards, and scanners. Both government and manufacturers shared the cost to transport and process the equipment collected through *eCycling*. Panasonic, Sharp, and Sony paid for the dismantling costs of their respective brands of equipment collected at the *eCycling* events. In addition, they, along with Canon U.S.A., Inc., Hewlett Packard, JVC, Kodak, Nokia, Philips Consumer Electronics - North America, and Thomson Multimedia contributed funds to pay for transportation and recycling efforts.

The Electronic Industries Alliance assisted EPA in soliciting partners to join the *eCycling* project, and collected funds from the partners to help offset program costs. The Polymer Alliance Zone of West Virginia paid for some of the data collection and analysis and assisted in the distribution of private sector funding for the project.

Techneglas, a national leader in the reuse or recycling of cathode ray tube (CRT) glass used in computer monitors and televisions, was able to recycle a significant amount of the CRT glass collected from *eCycling* events for reuse in manufacturing new products.

Electronics recyclers who helped to safely transport, recycle, and refurbish three million pounds of *eCycling* electronics were Envirocycle, Inc. of Hallstead, Pa. and Elemental, Inc. of Philadelphia.

In the pilot's second year, EPA, industry partners, and the mid-Atlantic state environmental agencies will continue to use different methods of collecting end-of-life electronics from residents and small businesses to determine the costs involved, and to define the roles and responsibilities of government, consumers, and electronics manufacturers, retailers, and recyclers. Additional partners from television and computer manufacturers are encouraged to join the *eCycling* effort.

State environmental agencies throughout the mid-Atlantic region participate in the *eCycling* pilot. The mid-Atlantic region comprises Delaware, Maryland, Pennsylvania, Virginia, West Virginia, and the District of Columbia.

eCycling brings recycling into the electronic age. By safely recycling old computer and electronic equipment, this project is paving the way to sustainable *eCycling* – putting electronic components into effective reuse, instead of allowing them to take up already limited landfill space.

ATTACHMENT B**Participant Survey****1. How did you hear about this event?**

<input type="checkbox"/>	Email	<input type="checkbox"/>	TV Ad	<input type="checkbox"/>	Word of Mouth
<input type="checkbox"/>	Newspaper Ad	<input type="checkbox"/>	Web Page	<input type="checkbox"/>	Other: <i>TK&E</i>
<input type="checkbox"/>	Radio Ad	<input type="checkbox"/>	Flyer	<input type="checkbox"/>	<i>maintain the elevator</i>

2. How far did you travel today to recycle your electronics? (Give your best estimate)

<input type="checkbox"/>	<5 Miles	<input type="checkbox"/>	5-10 Miles	<input type="checkbox"/>	11-20 Miles	<input type="checkbox"/>	>20 Miles
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3. Are your electronics from a:

<input type="checkbox"/>	Residence	<input type="checkbox"/>	Commercial	<input type="checkbox"/>	Other:
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4. Who do you think should pay for the safe recycling of electronic products? (Choose one)

<input type="checkbox"/>	Consumer / User	<input type="checkbox"/>	Retail Store	<input type="checkbox"/>	Electronics Manufacturer
<input type="checkbox"/>	Government	<input type="checkbox"/>	Other:		

5. What is the most you would be willing to pay per item to recycle your electronics?

<input type="checkbox"/>	\$2	<input type="checkbox"/>	\$5	<input type="checkbox"/>	\$10	<input type="checkbox"/>	Other:
--------------------------	-----	--------------------------	-----	--------------------------	------	--------------------------	--------

6. What is the most convenient way for you to recycle your electronics?

<input type="checkbox"/>	Take them to a municipal recycling center	<input type="checkbox"/>	Take them to a retail store
<input type="checkbox"/>	Mail them back to a manufacturer	<input type="checkbox"/>	Take them to a local charity
<input type="checkbox"/>	Other:		

7. How many computer monitors and TVs do you have at home right now?

<input type="checkbox"/>	0-2	<input type="checkbox"/>	3-4	<input type="checkbox"/>	5 or more
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8. How many households does your vehicle represent?

<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4 or More
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ATTACHMENT C**West Virginia E-Cycling Tonnage
(2002 – 2010)**

Event Sponsor	2002	2003	2004	2005	2006	2007	2008	2009	2010	TOTALS
Amandi, Inc. ¹				28.00	208.10					236.10
Berkeley SWA	20.30				8.98	26.05		37.00	56.84	149.17
Brooke SWA									19.05	19.05
Cabell Co. Best Buy						7.70				7.70
Greenbrier SWA					9.80		23.80			33.60
Gladesville Comm. Assoc.									22.62	22.62
Hancock SWA	10.80	13.90	16.80	17.70	12.70	18.03	20.62	23.34	14.39	148.28
Harrison SWA	30.00			38.00	34.00	34.00	21.00	45.94		202.94
Jefferson SWA									12.09	12.09
Kanawha SWA	23.30									23.30
WV DEP & SWMB					16.62					16.62
Marion SWA					12.65					12.65
Marion & Mon Co SWAs						3.50				3.50
Marshall SWA					6.07			6.69	7.38	20.14
McDowell SWA									9.98	9.98
Morgan SWA								15.15	21.37	36.52
Monongalia SWA	15.00		15.10	22.60	7.50	11.70	6.56	6.88		85.34
Monongalia Co. Best Buy					7.12					7.12
Monongalia United Way									6.96	6.96
NCER						7.47				7.47
Ohio SWA	8.40					23.59	21.30		27.12	80.41
Parkersburg, City of				16.00						16.00
PC Renewal ⁴				3.00	296.60	408.00	668.90	278.90		1655.40
Putnam SWA					7.60	19.14	28.04	46.96	30.94	132.68
Raleigh SWA	29.10									29.10
Ritchie SWA						4.64			7.40	12.04
Taylor SWA					2.58					2.58
Upshur SWA					7.38					7.38
Waste Management, Inc. ²	8.00	8.00	8.00	10.00	5.00					39.00
WVU Hospital									3.88	3.88
West Virginia University ³	120.00	120.00	120.00	120.00	120.00				8.27	608.27
Wood SWA					24.81	31.47				56.28
Annual Tonnage Totals⁴	264.90	141.90	159.90	255.30	787.51	595.29	790.22	460.86	248.29	3704.17

¹ Amandi's tonnage was reported on 7/15/06. The 208.1 tons reported for Amandi were collected, for the most part, from out-of-state sources and processed for recycling at the Amandi facility in Davisville, WV.

² Estimated - information obtained from Susan McCloud, Wood Co. SWA.

³ Estimated - information obtained from Laura Stiller, Monongalia Co. SWA. WVU entered into an agreement with PC Renewal for the recycling of WVU obsolete electronics. From this point on, WVU tonnage will be posted under PC Renewal.

⁴ PC Renewal's total for 2007 was 486.89. This amount was reduced by 78 tons to avoid double counting. The firm managed events from Hancock, Harrison, Monongalia, Marion and Ohio counties in 2007. PC Renewal's total for 2008 was 779.6. This was adjusted to reflect 110.7 tons reported by various West Virginia Solid Waste Authorities processed by PC Renewal.

ACKNOWLEDGEMENTS

The Solid Waste Management Board would like to thank the following individuals for their time and information provided towards the compilation of the information included in this document.

Ms. Sharon Albert, Vice-President, Polymer Alliance Zone
 Mr. James Allen, Chairman, West Virginia Landfill Managers Association
 Ms. Judy Archibald, Director of Public Affairs, Waste Management, Inc.
 Mr. Howard Coffield, Board Member, Association of West Virginia Solid Waste Authorities
 Mr. Michael Dailey, Utilities Analyst II, Public Service Commission
 Ms. Carol Daub, Engineer, WV DEP Division of Water & Waste Management
 The Honorable Karen Facemyer, West Virginia Senate
 Mr. Bill Flenner, Utilities Analyst, Public Service Commission of West Virginia
 Mr. Roger Frame, Chairman, Association of West Virginia Solid Waste Authorities
 Mr. Ken Holliday, Envir. Resources Specialist II, WV DEP Division of Water & Waste Management
 Ms. Bridget Lambert, President, West Virginia Retailers Association
 Mr. Bill Lanham, Town Superintendent, Town of Fayetteville
 Mr. Jason Linnell, Executive Director, National Center for Electronics Recycling
 Mr. Pat McCune, Public Affairs Consultant, Waste Management, Inc.
 Mr. Jerry Moore, Vice President, West Virginia Association of Waste Haulers & Recyclers
 Mr. Sudhir Patel, Waste Program Manager, WV DEP, Division of Water & Waste Management
 Ms. Sandy Rogers, REAP Grant Programs Coordinator, WV DEP REAP Recycling Program
 Mr. Greg Sayre, Executive Director, West Virginia Association of Waste Haulers & Recyclers
 Mr. Jeff Slack, Director, Region VIII Solid Waste Authority
 Ms. Heather Smith, Senior Manager, National Center for Electronics Recycling
 Ms. Iasia Ward, National Center for Electronics Recycling
 Mr. Michael Young, Nicholas Sanitation
 Mr. Joe Young, President, West Virginia Association of Waste Haulers & Recyclers

West Virginia Solid Waste Management Board staff members who assisted in compiling the information for this Program.

Mr. Richard Cooke, Executive Director (Retired)
 Mr. Mark Holstine, P.E., Executive Director
 Ms. Carol Throckmorton, Environmental Resources Specialist III
 Mr. Phil Mann, Business Development Specialist II
 Ms. Nicole Hunter, Environmental Resources Specialist II
 Mr. Paul Hayes, Administrative Assistant

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.

Thyssen Krupp Elevator
(Company)

[Signature]
(Authorized Signature)

HOGAN Allen, Service Sales Representative
(Representative Name, Title)

410-609-7533 866-229-5468
(Phone Number) (Fax Number)

1/20/14
(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Thyssen Krupp Elevator

Authorized Signature: [Signature] Date: 1/20/17

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

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.

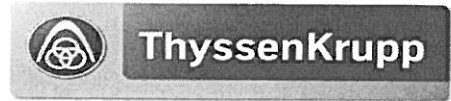
Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will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

Bidder: _____

Signed: _____

Date: _____

Title: _____



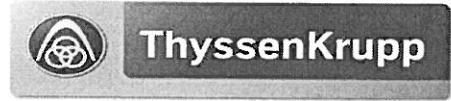
Work Order

Date:	January 20, 2014	Purchaser:	East Ridge Health Systems
Building Name:	East Ridge Trust	Contact Name:	Greg Hudspith
Address:	235 South Water Street	Title:	
City/ST/ZIP:	Martinsburg, WV 25420	Address:	235 South Water Street
Contract #:		City/ST/ZIP: -	Martinsburg, WV 25420
		Phone:	1 304 6763103

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following elevator(s) in the above building:

ThyssenKrupp Elevator proposes to furnish the necessary labor and materials to install one (1) New Drive at the above referenced location, due to lightning damage.

Please note this proposal is the result of a physical survey of the elevator controller following a lightning strike. This proposal is for a new elevator drive with confirmed damage, which must be replaced prior to returning power to the elevator controller. ThyssenKrupp cannot determine the full extent of damage sustained to the elevator until this work is completed and power is restored to the elevator controller. Any additional damage found once power is restored, will result in a subsequent repair proposal.



Purchaser agrees to pay the sum of: Sixteen Thousand Five Hundred Thirty Four Dollars and Sixty Cents (\$16,534.60) excluding all applicable taxes. Delivery and shipping is included. All work is to be performed during regular working days and hours, unless otherwise indicated herein. No permits or inspections by others are included in this work, unless otherwise indicated herein.

Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

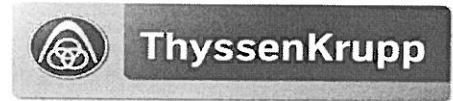
To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

This Work Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator Corporation.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator Corporation manager.

ThyssenKrupp Elevator Corporation:	East Ridge Health Systems:	ThyssenKrupp Elevator Corporation Approval:
<p>By: </p> <p>(Signature of ThyssenKrupp Elevator Representative)</p> <p style="margin-top: 20px;"><i>Hogan Allen</i> Brian Haas Sales Representative brian.haas@thyssenkrupp.com <i>hogan.allen</i></p> <p style="margin-top: 20px;"><u>1/20/14</u> (Date Submitted)</p>	<p>By: _____</p> <p>(Signature of Authorized Individual)</p> <p>_____</p> <p>(Print or Type Name)</p> <p>_____</p> <p>(Print or Type Title)</p> <p>_____</p> <p>(Date of Approval)</p>	<p>By: _____</p> <p>(Signature of Authorized Individual)</p> <p style="margin-top: 20px;">D. Robert Amthor Branch Manager</p> <p>_____</p> <p>(Date of Approval)</p>



Terms and Conditions:

ThyssenKrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent ThyssenKrupp Elevator has performed the work described above. No work, service, examination or liability on the part of ThyssenKrupp Elevator is intended, implied or included other than the work specifically described above. ThyssenKrupp Elevator Corporation has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that ThyssenKrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe. Purchaser agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during ThyssenKrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than ThyssenKrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against ThyssenKrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is solely Purchaser's responsibility.

Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of ThyssenKrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance. Purchaser expressly agrees to name ThyssenKrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such



insurance must insure ThyssenKrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. ThyssenKrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

In the event that this Work Order includes a safety test of any type or kind ThyssenKrupp Elevator shall not be responsible for any damage to the equipment that is the subject matter of the test or the associated building structure, any of its contents or its appurtenances and Purchaser fully releases ThyssenKrupp Elevator from all such damage.

Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate ThyssenKrupp Elevator therefor, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. Moreover, ThyssenKrupp Elevator retains title to all equipment it supplies under this Work Order, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this Work Order, including deferred payments and any extension thereof (if applicable), shall have been made. In the event of any default by Purchaser in either the payment for work described in this Work Order or under any other provision of this Work Order, ThyssenKrupp Elevator may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator Corporation in executing any financing or continuation statements, which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

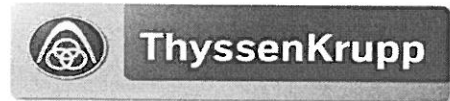
If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

Purchaser shall bear all cost(s) for any reinspection of ThyssenKrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

Purchaser expressly agrees to release and discharge ThyssenKrupp Elevator Corporation from any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order.

All applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Work Order for Purchaser's acceptance are included in the Work Order price. Purchaser agrees to pay, as an addition to the Work Order price, the amount of any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Work Order for Purchaser's acceptance.

A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.



In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Work Order shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between ThyssenKrupp Elevator and Purchaser.



**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

Contract Number:

Please Remit To: ThyssenKrupp Elevator Corporation
P.O. Box 933004
Atlanta, GA 31193-3004

Attn: Greg Hudspith

235 South Water Street
Martinsburg, WV 25420

Reference Number must be included with payment.

Terms	Repair No.	Customer Reference No./PO	Date	Reference Number
Immediate	2013-88876		January 20, 2014	ACIA-LUR3AK

Building Name	Unit Number	Repair Type
East Ridge Health Systems		

Total Contract Price (Less applicable Taxes)	\$16,534.60
Current Amount Due	\$8,267.30

THYSSENKRUPP ELEVATOR CORP
513 Progress Drive - Suite C
Linthicum, MD 21090
410-636-3280



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/20/2014

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 BLOW. 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).

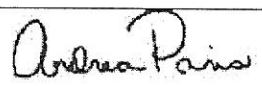
PRODUCER WILLIS OF ILLINOIS INC 233 S WACKER DRIVE SUITE 2000 CHICAGO IL 60606	CONTACT NAME: Helen Chen	
	PHONE: 312-288-7489 FAX: 312-621-6865 E-MAIL: tke.certificates@willis.com	
INSURED THYSSENKRUPP ELEVATOR CORPORATION SUITE B 513 PROGRESS DRIVE LINTHICUM MD 21090	PRODUCER CUSTOMER #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: HDI-Gerling America Insurance Company	41343
	INSURER B: ACE American Insurance Company	22667
	INSURER C: Indemnity Insurance Company of NA	43575
	INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CKDO-9FJLYL-140120081031 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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	General Liability			GLD12574-00 GLD12571-00	10/01/2013	10/01/2014	Each Occurrence \$2,000,000
	<input checked="" type="checkbox"/> Commercial General Liability						Damage to Rented Premises (Ea occurrence) \$1,000,000
	Claims Made <input type="checkbox"/> Occur <input checked="" type="checkbox"/>						Med Exp (Any one person) \$5,000
	Gen'l Aggregate Limit Applies Per: <input checked="" type="checkbox"/> Pol <input type="checkbox"/> Proj <input type="checkbox"/> Loc						Personal & Adv. Injury \$2,000,000 General Aggregate \$2,000,000 Products-Comp/Ops Agg \$2,000,000
B	Automobile Liability			ISAH08722705	10/01/2013	10/01/2014	Combined Single Limit (Ea accident) \$2,000,000
	<input checked="" type="checkbox"/> Any Auto						Bodily Injury (Per person)
	<input type="checkbox"/> All Owned Autos						Bodily Injury (Per accident)
	<input type="checkbox"/> Scheduled Autos						Property Damage (per accident)
	<input type="checkbox"/> Hired Autos						
	<input type="checkbox"/> Non-Owned Autos						
	Umbrella Liab <input type="checkbox"/>	Occur <input type="checkbox"/>					Each Occurrence
	Excess Liab <input type="checkbox"/>	Claims-Made <input type="checkbox"/>					Aggregate
	Deductible						
	Retention \$						
B C	Worker's Compensation and Employers' Liability	Y/N	N/A	WLRC47324877 (AOS) WLRC4732483A (CA, MA) SCFC47324919 (WI)	10/01/2013	10/01/2014	WC Statutory Limits <input checked="" type="checkbox"/>
	Any Proprietor / Partner / Executive Officer / Member Excluded? (Mandatory in NH)						Other
	If yes, describe under DESCRIPTION OF OPERATIONS below						EL Each Accident \$1,000,000
							EL Disease - Ea Employee \$1,000,000 EL Disease - Policy Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: ELEVATOR MAINTENANCE JOB# 16716-1001 EAST RIDGE HEALTH

CERTIFICATE HOLDER EAST RIDGE HEALTH SYSTEM 235 SOUTH WATER STREET MARTINSBURG WV 25401	CANCELLATION 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 
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CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV000525

Classification:
SPECIALTY

THYSSENKRUPP ELEVATOR CORPORATION
DBA THYSSENKRUPP ELEVATOR CORPORATION
114 TOWNPARK DR NW STE 300
KENNESAW, GA 30144-5876

Date Issued

AUGUST 06, 2013

Expiration Date

AUGUST 06, 2014

David W. Enage

Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article II.



City of Martinsburg
232 N. Queen Street / P.O. Box 828
Martinsburg, WV 25402
(304) 264-2131

06/26/2013

Dear Business Owner:

Thank you for your business license payment.

Below is your business license. Please verify the information on your license and notify us of any discrepancies.

If your business is located in the City of Martinsburg, please display this license in a conspicuous location on your business premises. If your business is not located in the City of Martinsburg, please carry a copy of this license while conducting business in the City of Martinsburg.

Questions concerning your business license should be directed to the City's License Clerk at 304-264-2131 between 8:00 am and 5:00 p.m.

City of Martinsburg, WV

Detach Business License and post in a conspicuous place.

**CITY OF MARTINSBURG, WV
BUSINESS LICENSE**

Business Name: THYSSENKRUPP ELEVATOR CORP

Business Location: 513 PROGRESS DR #C
LINTHICUM MD 21090

Business Type:
CONTRACTORS LICENSE

THYSSENKRUPP ELEVATOR CORP
114 TOWNPARK DR NW #300
KENNESAW GA 30144

License #: 8667-47918

License Year: 2013-2014

Expiration Date: 06/30/2014

License Amount: \$15.00

NON-TRANSFERABLE

POST THIS IN A CONSPICUOUS PLACE

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**THYSSENKRUPP ELEVATOR CORPORATION
901 MORRIS ST
CHARLESTON, WV 25301-1422**

BUSINESS REGISTRATION ACCOUNT NUMBER: 1050-2284

This certificate is issued on: **06/11/2010**

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with W.Va. Code § 11-12.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**