



Corporate Office:

889 Mylan Park Lane  
Morgantown, WV 26501  
304-983-7223  
www.paceenterprises.org

Wednesday, February 15, 2017

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST. E.  
CHARLESTON, WV 25305

Dear Sir or Madam:

Please find here the required information and documents for CRFQ 0313 DEP1700000015 open-end contract for office paper recycling. I have also enclosed a W9 with our FEIN although we are already in your purchasing system as a vendor.

We have submitted this both by fax and also have provided a copy by overnight delivery to arrive before 1:30 PM on February 16<sup>th</sup>, 2017 as specified. If there are any questions about what we have submitted please contact me and I will be happy to help in way requested.

Thank You and Best Regards,

Herman

Herman Pierson  
PACE Enterprises, Inc.  
889 Mylan Park Lane  
Morgantown, WV 26501  
P: (304)983-1008  
C: (304)376-0036  
F: (304)983-2843  
"Jobs for People with Disabilities"

02/16/17 09:35:18  
WJ Purchasing Division

SEALED BID: CRFQ DEP1700000015  
BUYER: JESSICA S. CHAMBERS  
SOLICITATION NO.: CRFQ DEP1700000015  
BID OPENING DATE: 2017-02-16  
BID OPENING TIME: 13:30:00  
FAX NUMBER: (304) 558-4115 BID SUBMISSION NUMBER  
PACE FAX NUMBER: (304) 983-2843



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

State of West Virginia  
 Request for Quotation  
 33 - Service - Misc

Proc Folder: 192526

Doc Description: Open-end contract for office paper recycling

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-23	2017-02-18 13:30:00	CRFQ 0313 DEP1700000015	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

PACE ENTERPRISES, INC. DBA PACE SHREDDING  
 889 MYLAN PARK LANE  
 MORGANTOWN, WV 26501  
 (304) 983-7223 OR (304) 983-1008

ADDITIONAL LOCATION ADDRESS:  
 721 CRESCENT ROAD  
 CHARLESTON, WV 25302

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

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

**ADDITIONAL INFORMATION:**

## Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Department of Environmental Protection to establish an open-end contract to supply all transportation, labor and supervision necessary to provide complete recycled office collection services to recycling program participants. Recycling program participants include all entities listed on Exhibit B and other entities that may be added at a later date.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

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

Comm Code	Manufacturer	Specification	Model #
76122300			

**Extended Description :**

Collect and recycle office material per ton  
 Quantity listed is an estimate for bidding purposes only and is not guaranteed.

VENDOR MUST SUBMIT EXHIBIT A PRICING SHEET.

<b>DEP1700000015</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Open-end contract for office paper recycling	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: February 3, 2017 at 9:00 AM EST.

Submit Questions to: Michelle Childers  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
 Email: Michelle.L.Childers@wv.gov

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

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

The bid delivery address is:  
 Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

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

SEALED BID:  
 BUYER:  
 SOLICITATION NO.:  
 BID OPENING DATE:  
 BID OPENING TIME:  
 FAX NUMBER:

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

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

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

- Technical  
 Cost

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

**Bid Opening Date and Time:** February 18, 2017 at 1:30 PM EST.

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

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

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

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the 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. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

**15. PREFERENCE:** Vendor Preference may 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.



**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

**GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

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

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. 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.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

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

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

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

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

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be 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 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.

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

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$250,000.00

**Automobile Liability Insurance** in at least an amount of: \$250,000.00

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

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

**10. 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.

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

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.

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

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. 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.

**15. 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.

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



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

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

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

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

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

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

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

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. 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.
- 31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

**36. 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.

**37. 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.

**38. 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.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

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

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

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

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

**42. 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.

**43. 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:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**44. 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.

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**SPECIFICATIONS**

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

Previous Solicitation was: DEP 16000 that opened on 10/11/2012. Bid results may be reviewed at: <http://www.state.wv.us/admin/purchase/Bids/FY2013/BO20121011.html>.

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

3. **GENERAL REQUIREMENTS:**

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.1.1 The vendor has sole responsibility for carrying out the terms of this contract.
- 3.1.1.1 The Department of Environmental Protection shall not be responsible for any terms of any subcontract the primary vendor may enter into to perform the duties of this contract.
- 3.1.2 The vendor shall provide an all-inclusive price per ton to supply all transportation, labor and supervision necessary to provide complete



**REQUEST FOR QUOTATION  
Recycling Services**

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24

recyclable commodities collection services at the locations identified on Exhibit B.

- 3.1.3** The vendor must interact directly with each location Coordinator.
- 3.1.4** The initial contact list will be provided by the WVDEP; however, it shall be the vendor's responsibility to develop and maintain an up to date contact list for each pick-up location.
- 3.1.5** The vendor shall pick up recyclable commodities from each designated site location as identified on Exhibit B at each agreed pick up time on a schedule or on-call basis as determined by the needs of the agency.
  - 3.1.5.1** Schedules may be adjusted over time through consultation between the coordinator of each agency and vendor representatives based on operation results.
- 3.1.6** At the agreed upon pick up time, the vendor shall empty the bulk collection containers and replace with empty ones at the time of pickup.
  - 3.1.6.1** If the vendor cannot make a scheduled pickup on-time, they must make the pickup within a maximum of 24 hours.
- 3.1.7** Vendor must make unscheduled pick-ups when requested by the coordinator of the agency needing the pick-up.
- 3.1.8** Vendor shall guarantee no more than a maximum 48-hour turn around for handling non-scheduled and extra pickups.
- 3.1.9** Vendor personnel performing centralized pickups shall be uniformed and carry identification cards identifying them as representatives of the vendor.
- 3.1.10** Vendor shall be responsible for recycling of all recyclable paper commodities picked up at state facilities.
- 3.1.11** The vendor shall assume all responsibilities associated with pickup and transportation of all items to be recycled.
- 3.1.12** Vendor shall maintain records substantiating that recyclable commodities have been recycled in accordance with the terms of the contract. Records shall consist of tonnages picked up and recorded from all agencies.

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- 3.1.13** Vendors shall submit weight tickets for recyclables sent to markets if requested by an agency coordinator.
- 3.1.14** Prior to award, the vendor must submit the following within one week of request:
- 3.1.14.1** A comprehensive outline of their plan to meet the conditions of this contract. This plan shall include, but is not limited to the following: How many trucks are available for pickup, route schedules, whether they will be removing bins and replacing with empty ones or just emptying the ones at the location, how they will perform emergency pickups, what backup plan they would have for trucks breaking down or workers taking off, and contact information.
- 3.1.15** Area to be covered: Refer to Exhibit B for the current locations. Changes to the demographics in location of offices will be made via a change order updating Exhibit B.
- 3.1.16** Past Usage: Refer to Exhibit D for the past usage from January 2016 through December 2016.
- 3.1.17** Materials Collected by State Agencies: High Grade office paper, including computer and laser printer and mixed paper including old corrugated boxes. Exhibit C outlines paper accepted.
- 3.1.17.1.1** While we will agree to remove paper clips, rubber bands, clamps, and binders from material to be recycled, the state cannot guarantee the removal of staples.
  - 3.1.17.1.2** Under no circumstances will the state be charged for the further separation of paper into grades or the removal of staples or any other fasteners.
  - 3.1.17.1.3** It shall be the vendor's responsibility to contact the end user to determine specific delivery requirements. Refer to Exhibit B

**4. CONTRACT AWARD:**

REQUEST FOR QUOTATION  
Recycling Services

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

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

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

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

The Pricing Page contains a list of the Contract Items.

Vendor must submit their bid response before bid opening date and time to the West Virginia Purchasing Division. No online responses will be allowed for this solicitation.

**5. ORDERING AND PAYMENT:**

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

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

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

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

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

**6. VENDOR DEFAULT:**

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

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

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

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

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

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

**6.2.1** Immediate cancellation of the Contract.

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

**6.2.3** Any other remedies available in law or equity.

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

REQUEST FOR QUOTATION  
Recycling Services

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**7.1 Reports:** Vendor shall supply summary reports detailing all recyclable materials picked up by commodity weight and location. The report is to be sent to the Department of Environmental Protection, Recycling section, on a monthly basis along with invoice or payment for recycled commodities. The report must be signed to verify accuracy. Failure to supply such reports may be grounds for cancellation of this Contract.

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

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

**Contract Manager:** HERMAN PIERSON

**Telephone Number:** (304) 983-1008 OR (304) 376-0036

**Fax Number:** (304) 983-2843

**Email Address:** shredsales@paceenterprises.org

**Exhibit A  
Pricing Page  
Paper Recycling**

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

	Unit of Measure	Price Per Ton	Estimated Quantity	Extended Price
<b>Option A: Price paid by vendor to State to collect and recycle recyclable commodities.</b>	TON	\$40.00	350	\$14000.00
<b>OR</b>				
<b>Option B: Cost billed to State to collect and recycle recyclable commodities.</b>	TON		350	

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

# Exhibit B - PICKUP LOCATIONS

Directory									
ID	Agency	Unit	Address	Address 2	City	Zip			
1	Department of Administration		1900 Kanawha Blvd. E.	Bldg. 1, Room E-119	Charleston	25305			
2	Department of Administration	Aviation Division	502 Eagle Mountain Road	Yeager Airport	Charleston	25311			
3	Department of Administration	Children's Health Insurance Agency	1900 Kanawha Blvd. E.	Bldg. 3, Room 213	Charleston	25305			
4	Department of Administration	Consolidated Public Retirement Board	1900 Kanawha Blvd. E.	Bldg. 5, Room 1000	Charleston	25305			
5	Department of Administration	Ethics Commission	1207 Quarrier Street		Charleston	25301			
6	Department of Administration	Finance Division	2019 Washington St. E.	PO Box 50121	Charleston	25305			
7	Department of Administration	Finance Division, Accounting Section	2019 Washington St. E. Bldg. 15, 2nd Flr	PO Box 50121	Charleston	25305			
8	Department of Administration	Finance Division, Budget Section	1900 Kanawha Blvd. E.	Bldg. 1, Room E-127	Charleston	25305			
9	Department of Administration	Financial Accounting and Reporting Section (FARS)	207 7th Avenue, SW		South Charleston	25303			
10	Department of Administration	General Services Division	1900 Kanawha Blvd. E.	Bldg. 1, Room MB-60	Charleston	25305			
11	Department of Administration	Grievance Board, Education and State Employees	808 Greenbrier Street		Charleston	25311			
12	Department of Administration	Information Services and Communications Division (IS&C)	1900 Kanawha Blvd. E.	Bldg. 6, Room B-110	Charleston	25305			
13	Department of Administration	Information Services and Communications Division (IS&C)	4101 MacCorkle Ave. SE		Charleston	25304			
14	Department of Administration	Division of Personnel	1900 Kanawha Blvd. E.	Bldg. 6, Room 416	Charleston	25305			
15	Department of Administration	Prosecuting Attorneys Institute	1206 Kanawha Blvd. E.	Suite 207	Charleston	25301			
16	Department of Administration	Public Defender Services	1900 Kanawha Blvd. E.	Bldg. 3, Room 330	Charleston	25305			
17	Department of Administration	Public Employees Insurance Agency (PEIA)	1900 Kanawha Blvd. E.	Bldg. 5, Room 1001	Charleston	25305			
18	Department of Administration	Purchasing Division	2019 Washington St. E.	PO Box 50130	Charleston	25305			
19	Department of Administration	Purchasing Division, Administrative Services Division	1900 Kanawha Blvd. E.	Bldg. 15, 1st Floor	Charleston	25305			
20	Department of Administration	Purchasing Division, Surplus Property Unit	2700 Charles Avenue		Dunbar	25064			
21	Department of Administration	Board of Risk and Insurance Management	4501 MacCorkle Avenue SW	300 Ghannam Bldg.	South Charleston	25309			
22	Department of Agriculture		1900 Kanawha Blvd. E.	Bldg. 1, Room E-28	Charleston	25305			
23	Department of Agriculture	Administrative Services Division, Building and Grounds	1900 Kanawha Blvd. E.	Guthrie Agriculture Center	Charleston	25305			
24	Department of Agriculture	Communications Division	1900 Kanawha Blvd. E.	Guthrie Agriculture Center	Charleston	25304			
25	Attorney General's Office		1900 Kanawha Blvd. E.	Bldg. 1, Room E-26	Charleston	25305			
26	Attorney General's Office	Civil Rights Division	812 Quarrier St., 5th Floor		Charleston	25301			
27	Attorney General's Office	Consumer Protection/Antitrust Division	812 Quarrier St., 6th Floor		Charleston	25301			
28	Attorney General's Office	Employment Programs Litigation Unit	101 Dee Drive		Charleston	25311			
29	Attorney General's Office	Employment Programs Litigation Unit/Worker's Comp. Claims	One Player's Club Drive	PO Box 4318	Charleston	25364			
30	Attorney General's Office	Health and Human Resources	1900 Kanawha Blvd. E.	Bldg. 3, Room 208	Charleston	25305			
31	Attorney General's Office	Tax, Revenue, Education, Arts and Transportation	1900 Kanawha Blvd. E.	Bldg. 1, Room 435-W	Charleston	25305			
32	Auditor's Office		1900 Kanawha Blvd. E.	Bldg. 1, Room W-100	Charleston	25305			
33	Bureau of Commerce		2101 Washington St. E.	Bldg. 17	Charleston	25305			
34	Bureau of Commerce	WV Development Office	1900 Kanawha Blvd. E.	Bldg. 6, Room 525	Charleston	25305			
35	Bureau of Commerce	WV Development Office/Governor's Workforce Investment Office	1900 Kanawha Blvd. E.	Bldg. 6, Room B-617	Charleston	25305			
36	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	112 California Avenue		Charleston	25305			
37	Bureau of Commerce	WV Development Office/GWIO-WIA Program Operations	112 California Avenue		Charleston	25305			
38	Bureau of Commerce	WV Development Office/GWIO-WIA Program Development	112 California Avenue		Charleston	25305			
39	Bureau of Commerce	WV Development Office / GWIO-WIA Dislocated Worker Services	112 California Avenue		Charleston	25305			
40	Bureau of Commerce	WV Development Office / GWIO-WIA Governor's Summer Youth	1321 Plaza East		Charleston	25301			
41	Bureau of Commerce	WV Development Office / GWIO-WIA Fiscal/Auditing/Reporting	112 California Avenue		Charleston	25305			
42	Bureau of Commerce	WV Development Office / Small Business Development Center	950 Kanawha Blvd., E.		Charleston	25301			
43	Bureau of Commerce	Division of Forestry	1900 Kanawha Blvd. E.	Guthrie Center	Charleston	25305			
44	Bureau of Commerce	Division of Labor	1900 Kanawha Blvd. E.	Bldg. 6, Room 749B	Charleston	25305			
45	Bureau of Commerce	Miner's Health Safety & Training	1615 Washington St., E.		Charleston	25311			
46	Bureau of Commerce	Division of Natural Resources	1900 Kanawha Blvd. E.	Bldg. 3, Room 669	Charleston	25305			
47	Bureau of Commerce	Division of Tourism	2101 Washington St. E.	PO Box 50312	Charleston	25312			
48	Bureau of Commerce	Water Development Authority	180 Association Drive		Charleston	25311			
49	Bureau of Commerce	Water Development Authority/Infrastructure & Job Development Co	300 Summers Street	Suite 980	Charleston	25301			
50	WV Public Employees Credit Union		2200 Washington St., E.	PO Box 50919	Charleston	25305			
51	Department of Education		1900 Kanawha Blvd. E.	Bldg. 6, Room 358	Charleston	25305			

52	Department of Education	School Building Authority of West Virginia	2300 Kanawha Blvd., E.		Charleston	25311
53	Department of Education	Division of Technical and Adult Education Services	1900 Kanawha Blvd. E.		Charleston	25305
54	Department of Education & the Arts		1900 Kanawha Blvd. E.	Bldg. 5, Room 205	Charleston	25305
55	Department of Education & the Arts	Division of Culture and History	1900 Kanawha Blvd. E.	The Cultural Center	Charleston	25305
56	Department of Education & the Arts	Educational Broadcasting Authority	600 Capitol Street		Charleston	25301
57	Department of Education & the Arts	Library Commission	1900 Kanawha Blvd. E.	The Cultural Center	Charleston	25305
58	Department of Education & the Arts	Center for Professional Development	179 Summers Street	The Peoples Building, Suite 2	Charleston	25301
59	Department of Education & the Arts	Rehabilitation Services	WV Rehabilitation Center, Barron Drive, 1	PO Box 50890	Charleston	25305
60	Bureau of Employment Programs		112 California Avenue	Bldg. 4, Room 610	Charleston	25305
61	Bureau of Employment Programs	Legal Services Division	One Player's Club Drive		Charleston	25311
62	Bureau of Employment Programs	Management Analysis Division	1321 Plaza East		Charleston	25301
63	Bureau of Employment Programs	Special Projects Division	106 Dee Drive		Charleston	25311
64	Bureau of Employment Programs	Unemployment Compensation Division	112 California Avenue	Bldg. 4, Room 613	Charleston	25305
65	Bureau of Employment Programs	Worker's Compensation	4700 MacCorkle Avenue, SE		Charleston	25304
66	Bureau of Employment Programs	Worker's Compensation Appeal Board	104 Dee Drive		Charleston	25311
67	Bureau of Employment Programs	Worker's Compensation Office of Judges	One Player's Club Drive		Charleston	25311
68	Department of Environmental Protection		601 57th Street, SE		Kanawha City	25304
69	Department of Environmental Protection	Office of Abandoned Miners and Reclamation	601 57th Street, SE		Kanawha City	25304
70	Department of Environmental Protection	Office of Air Quality	601 57th Street, SE		Kanawha City	25304
71	Department of Environmental Protection	Office of Water & Waste Management	601 57th Street, SE		Kanawha City	25304
72	Department of Environmental Protection	Air Quality Board/Environmental Quality Board	601 57th Street, SE		Kanawha City	25304
73	Department of Environmental Protection	Oil & Gas Conservation Commission	601 57th Street, SE		Kanawha City	25304
74	Department of Environmental Protection	Solid Waste Management Board	601 57th Street, SE.		Kanawha City	25304
75	Governor's Office					
76	Governor's Office	Office of Economic Opportunity				
77	Governor's Office	Equal Employment Opportunity Office	One Players Club Drive	Suite 501	Charleston	25311
78	Governor's Office	Governor's Cabinet on Children and Families	1900 Kanawha Blvd., E.	Bldg., 5, Room 218	Charleston	25305
79	Governor's Office	Governor's Office of Technology	505 Capitol Street	Suite 200	Charleston	25301
80	Governor's Office	WV Workforce Investment Board	1900 Kanawha Blvd., E.	Bldg. 6, Room B-603	Charleston	25305
81	Governor's Office	WV Commission for National & Community Service	601 Deleware Avenue		Charleston	25302
82	Department of Health and Human Resources		1900 Kanawha Blvd., E.	Bldg. 3, Room 206	Charleston	25305
83	Department of Health and Human Resources	Board of Review	1900 Kanawha Blvd., E.	Bldg. 6, Room 817	Charleston	25305
84	Department of Health and Human Resources	Investigations and Fraud Management Unit	1900 Kanawha Blvd., E.	Bldg. 6, Room 861	Charleston	25305
85	Department of Health and Human Resources	Medicaid Fraud Control Unit	1900 Kanawha Blvd., E.	Bldg. 6, Room 848-B	Charleston	25305
86	Department of Health and Human Resources	Quality Assurance	1900 Kanawha Blvd., E.	Bldg. 6, Room 831	Charleston	25305
87	Department of Health and Human Resources		350 Capitol Street		Charleston	25301
88	Department of Health and Human Resources	Bureau for Children & Families / RAPIDS Project	1012 Kanawha Blvd., E.	2nd Floor	Charleston	25301
89	Department of Health and Human Resources	Office of Communications	1900 Kanawha Blvd., E.	Bldg. 3, Room 206	Charleston	25301
90	Department of Health and Human Resources	Development Disabilities Council	110 Stockton Street		Charleston	25302
91	Department of Health and Human Resources	Assistant Secretary for Finance	1900 Kanawha Blvd., E.	Bldg. 3, Room 451	Charleston	25305
92	Department of Health and Human Resources	General Council	1900 Kanawha Blvd., E.	Bldg. 3, Room 265	Charleston	25305
93	Department of Health and Human Resources	Health Care Authority	100 Dee Drive	Suite 201	Charleston	25311
94	Department of Health and Human Resources	Human Rights Commission	1321 Plaza East	Room 108	Charleston	25301
95	Department of Health and Human Resources	Office of the Inspector General	1900 Kanawha Blvd., E.	Bldg. 6, Room 617	Charleston	25305
96	Department of Health and Human Resources	Management Information System	1900 Kanawha Blvd., E.	Bldg. 3, Room 213	Charleston	25305
97	Department of Health and Human Resources	WV Board of Medicine	101 Dee Drive		Charleston	25311
98	Department of Health and Human Resources	Assistant Secretary of Operations	1900 Kanawha Blvd., E.	Bldg. 3, Room 265	Charleston	25305
99	Department of Health and Human Resources	Office of the Chief Medical Examiner	701 Jefferson Road		South Charleston	25309
100	Department of Health and Human Resources	Office of Environmental Health Services	815 Quarrier Street Suite 418	Morrison Building	Charleston	25301
101	Department of Health and Human Resources	Office of Laboratory Services	167 Eleventh Avenue		South Charleston	25305
102	Higher Education Policy Commission		1018 Kanawha Blvd. E.	Suite 700	Charleston	25301
103	House of Delegates		1900 Kanawha Blvd., E.	Room M-212	Charleston	25035
104	Housing Development Fund		814 Virginia Street, E.		Charleston	25301
105	Investment Management Board		One Cantley Drive	Suite 3	Charleston	25314
106	Jobs Investment Trust		814 Virginia Street, E.	Suite 202	Charleston	25301
107	Legislative Services		1900 Kanawha Blvd., E.	Room E-132	Charleston	25305
108	Legislative Services	Commission on Special Investigations	301 Eagle Mountain Road, Room 218		Charleston	25311



Please note the attached represents agencies and their																				
locations currently enrolled in the program. Additional																				
agencies and locations may join or current agencies and																				
locations may leave the program at any time during the																				
life of the contract.																				

# EXHIBIT C

## OFFICE PAPER RECYCLING PROGRAM

### ACCEPTABLE

#### HIGH GRADE PAPER

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

#### MIXED GRADE PAPER

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

### NOT ACCEPTABLE

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

# EXHIBIT D

## PAPER RECYCLING USAGE REPORT JANUARY 2016 - DECEMBER 2016

Address Line 1	Address Line 2	Address Line 3	City	State	Zip	Cycle	Schedule	Number of Visits	Calc Weight
1124 SMITH ST FL 3RD			CHARLESTON	WV	25301-1334	WEEKLY	DAY OF WEEK	2	842.4
1 PLAYERS CLUB DRIVE	WV INSURANCE COMM		CHARLESTON	WV	25311	WEEKLY	DAY OF WEEK	24	2579.85
110 STOCKTON STREET	DEVELOPMENTAL DSABILITIES		CHARLESTON	WV	25301	TWICE EVERY MONTH	DAY OF WEEK	16	4791.15
908 BULLITT ST			CHARLESTON	WV	25301-1002	WEEKLY	DAY OF WEEK	15	1261.44
112 CALIFORNIA AVENUE	BLDG 4		CHARLESTON	WV	25305	WEEKLY	DAY OF WEEK	40	25729.15
1124 SMITH STREET	BLDG 86/WV INSURANCE COMM.		CHARLESTON	WV	25311	WEEKLY	DAY OF WEEK	12	22550.7
1124 SMITH STREET	BLDG 86/WV INSURANCE COMM.		CHARLESTON	WV	25311	WEEKLY	DAY OF WEEK	5	421.2
1200 QUARRIER STREET	WV DIV. OF JUVENILE SERVICES		CHARLESTON	WV	25301	TWICE EVERY MONTH	DAY OF WEEK	30	5664.8
1204 KANAWHA BLVD EAST	WV CRIMINAL JUSTICE		CHARLESTON	WV	25301	WEEKLY	DAY OF WEEK	22	7950.15
1409 GREENBRIER STREET	BLDG 84		CHARLESTON	WV	25311	WEEKLY	DAY OF WEEK	17	3685.5
100 ASSOCIATION DRIVE	WV HOSPITAL ASSOCIATION		CHARLESTON	WV	25311	TWICE EVERY MONTH	DAY OF WEEK	16	2474.55
1550 4TH AVENUE	KANAWHA VALLEY REG TRANS AUTHORITY		CHARLESTON	WV	25307	WEEKLY	DAY OF WEEK	38	11248.45
167 11TH AVE	WV DHHR/DFC OF LAB SERV. SO CHAS		SOUTH CHARLESTON	WV	25303	TWICE EVERY MONTH	DAY OF WEEK	22	15057.9
180 ASSOCIATION DR.	WV ECONOMIC DEVELOPMENT AUTHORITY		CHARLESTON	WV	25311	TWICE EVERY MONTH	DAY OF WEEK	19	3580.2
1900 KANAWHA BLVD	BLDG 5,6,7,11		CHARLESTON	WV	25305	DAILY	MONDAY - FRIDAY	192	128677.35
1900 KANAWHA BLVD EAST	BLDG 9	CULTURAL CTR RIGHT DOCK	CHARLESTON	WV	25305	WEEKLY	DAY OF WEEK	42	25842.8
1900 KANAWHA BLVD EAST	BLDG 1 AND GOVENOR'S MANSION		CHARLESTON	WV	25305	DAILY	MONDAY - FRIDAY	146	127687.15
2 HALE ST.	WV CHIP		CHARLESTON	WV	25301	MONTHLY	NUMBERED WEEKDAY	5	146
1001 LEE STREET	STATE TAX DEPT		CHARLESTON	WV	25301	TWICE WEEKLY	DAYS OF WEEK	76	97592.24
201 BROOKS ST.	PUBLIC SERVICE COMMISSION		CHARLESTON	WV	25301	TWICE EVERY MONTH	DAY OF WEEK	23	39750.75
2019 WASHINGTON STREET EAST	BLDG 15		CHARLESTON	WV	25311	WEEKLY	DAY OF WEEK	43	16374.15
208 CAPITOL ST.	ATTORNEY GENERAL		CHARLESTON	WV	25301	TWICE EVERY MONTH	DAY OF WEEK	21	3896.1
208 HALE ST.	WV CENTER FOR PROFESSIONAL DEV		CHARLESTON	WV	25301	TWICE EVERY MONTH	DAY OF WEEK	21	4054.05
210 HALE STREET	WV CENTER FOR PROFESSIONAL DEV		CHARLESTON	WV	25301	TWICE EVERY MONTH	DAY OF WEEK	18	3264.3
2101 WASHINGTON STREET EAST	BLDG 17		CHARLESTON	WV	25305	WEEKLY	DAY OF WEEK	23	3933.5
301 EAGLE MOUNTAIN ROAD	ROOM 218	COMMISSION ON SPECIAL INVESTIGATION	CHARLESTON	WV	25301	TWICE EVERY MONTH	DAY OF WEEK	8	1526.85
321 CAPITOL STREET	BLDG 36	1 DAVIS SQUARE	CHARLESTON	WV	25301	WEEKLY	DAY OF WEEK	41	25798.5
324 4TH AVENUE	BLDG 74 DNR BLDG		SOUTH CHARLESTON	WV	25303	WEEKLY	DAY OF WEEK	29	21597.55
350 CAPITOL STREET	WV DHHR/LEE ST. ALLEY		CHARLESTON	WV	25301	WEEKLY	DAY OF WEEK	26	21797.1
401 EAST 6TH STREET	BELLE ELEMENTARY		BELLE	WV	25015	TWICE EVERY MONTH	DAY OF WEEK	14	4212
408 LEON SULLIVAN WAY	WV DHHR/ OHFLAC		CHARLESTON	WV	25301	TWICE EVERY MONTH	DAY OF WEEK	17	4212
4815 MACCORKLE AVENUE SE	SHELLY MOORE CAPITO		CHARLESTON	WV	25304	MONTHLY	NUMBERED WEEKDAY	2	210.6
1012 KANAWHA BLVD	SUITE 300	OFFICE OF TAX APPEAL	CHARLESTON	WV	25330	WEEKLY	DAY OF WEEK	13	421.2
502 EAGLE MOUNTAIN ROAD	DEPT OF ADMIN AVIATION DIVISION		CHARLESTON	WV	25311	TWICE EVERY MONTH	DAY OF WEEK	9	2106
600 LEON SULLIVAN WAY	WV BUILDING TRADES		CHARLESTON	WV	25301	TWICE EVERY MONTH	DAY OF WEEK	19	3328.8
601 57TH STREET	WV DEPT OF AG/GUTHRIE CTR /GEN BLDG		SISSONVILLE	WV	25320	WEEKLY	DAY OF WEEK	37	43594.2
601 57TH STREET SE	WV DEP		CHARLESTON	WV	25304	WEEKLY	DAY OF WEEK	46	54756
7 PLAYERS CLUB DRIVE	BLDG 88	WV DIV OF FORESTRY	CHARLESTON	WV	25311	TWICE EVERY MONTH	DAY OF WEEK	13	2316.6
1012 KANAWHA BLVD SE	WV DHHR/ RAPID PROJECT		CHARLESTON	WV	25330	TWICE EVERY MONTH	DAY OF WEEK	4	789.75
710 CENTRAL AVE.	WV NAT. COMM. OF COMM. SERVICE		CHARLESTON	WV	25312	TWICE EVERY MONTH	DAY OF WEEK	20	5370.3
7900 MACCORKLE AVENUE SE	WV TREASURE OFFICE		CHARLESTON	WV	25304	WEEKLY	DAY OF WEEK	40	5086.64
812 PARK AVENUE	STONEWALL MIDDLE SCHOOL	CALL TO BE LET IN	CHARLESTON	WV	25302	WEEKLY	DAY OF WEEK	22	8845.2
812 QUARRIER STREET	ATTORNEY GENERAL		CHARLESTON	WV	25301	TWICE EVERY MONTH	DAY OF WEEK	23	8213.4
90 MACCORKLE AVENUE SE	WV DIVISION OF TOURISM		SOUTH CHARLESTON	WV	25303	TWICE EVERY MONTH	DAY OF WEEK	20	6160.05
90 MACCORKLE AVENUE SW	WV BOARD OF RISK		CHARLESTON	WV	25314	TWICE EVERY MONTH	DAY OF WEEK	23	8055.45
1018 KANAWHA BLVD EAST	WV HIGHER EDUCAT POLICY COMMISSION		CHARLESTON	WV	25301	WEEKLY	DAY OF WEEK	20	4580.55
90 MACCORKLE AVENUE SW	SUITE 202	PROSECUTING ATTORNEY INSTITUTE	SOUTH CHARLESTON	WV	25303	TWICE EVERY MONTH	DAY OF WEEK	14	2474.55
900 PENNSYLVANIA AVENUE	SUITE 1117	WV BOND COMMISSION	CHARLESTON	WV	25301	MONTHLY	NUMBERED WEEKDAY	10	2053.35
922 QUARRIER STREET	LEGAL AID OF WEST VIRGINIA		CHARLESTON	WV	25301	TWICE EVERY MONTH	DAY OF WEEK	21	7528.95
98 EUREKA ROAD	KENNA ELEMENTARY		CHARLESTON	WV	25314	WEEKLY	DAY OF WEEK	18	4633.2
1031 QUARRIER STREET	SUITE 200	MOUNTAIN STATE JUSTICE	CHARLESTON	WV	25301	WEEKLY	DAY OF WEEK	22	4949.1
110 ASSOCIATION DRIVE	WV HEALTHCARE ASSOCIATION	NORTHGATE	CHARLESTON	WV	25311	TWICE EVERY MONTH	DAY OF WEEK	9	1210.95
1134 SMITH ST			CHARLESTON	WV	25301-1314	WEEKLY	DAY OF WEEK	41	27272.7

## 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 Vendor Preference, if applicable.

1.  Application is made for 2.5% 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% 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% 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% 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% 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% 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: PACE ENTERPRISES, INC.

Signed: 

Date: FEBRUARY 15TH, 2017

Title: ACCOUNT EXECUTIVE/SALES MANAGER

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

HERMAN PIERSON, ACCOUNT EXECUTIVE/SALES MANAGER

(Name, Title)

HERMAN PIERSON, ACCOUNT EXECUTIVE/SALES MANAGER

(Printed Name and Title)

889 MYLAN PARK LANE, MORGANTOWN, WV 26501

(Address)

PHONE (304) 983-1008 OR (304) 376-0036 FAX (304) 983-2843

(Phone Number) / (Fax Number)

shredsales@paceenterprises.org

(email address)

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

PACE ENTERPRISES, INC. DBA PACE SHREDDING

(Company)



HERMAN PIERSON, ACCOUNT EXECUTIVE/SALES MANAGER

(Authorized Signature) (Representative Name, Title)

HERMAN PIERSON, ACCOUNT EXECUTIVE/SALES MANAGER

(Printed Name and Title of Authorized Representative)

FEBRUARY 15TH, 2017

(Date)

PHONE (304) 983-1008 OR (304) 376-0036 FAX (304) 983-2843

(Phone Number) (Fax Number)

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 exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: PACE ENTERPRISES, INC. DBA PACE SHREDDING

Authorized Signature:  Date: FEBRUARY 15TH, 2017

State of WEST VIRGINIA

County of MONONGALIA, to-wit:

Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of FEBRUARY, 2017.

My Commission expires DECEMBER 31, 2020.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**



*Purchasing Affidavit (Revised 08/01/2015)*

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank  
[Redacted]

2 Business name/disregarded entity name, if different from above  
[Redacted]

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Other (see instructions) ▶ \_\_\_\_\_  
Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)  
[Redacted]

6 City, state, and ZIP code  
[Redacted]

7 List account number(s) here (optional)  
[Redacted]

Requester's name and address (optional)  
[Redacted]

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[ ] [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
or	
Employer identification number	
[Redacted]	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here      Signature of U.S. person ▶ [Redacted]      Date ▶ [Redacted]

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filed-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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

State of West Virginia  
 Request for Quotation  
 33 - Service - Misc

Proc Folder: 192526

Doc Description: Addendum No. 2 - Paper Recycling

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-02-08	2017-02-16 13:30:00	CRFQ 0313 DEP1700000015	3

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

PACE ENTERPRISES, INC. DBA PACE SHREDDING  
 889 MYLAN PARK LANE  
 MORGANTOWN, WV 26501  
 (304) 983-7223 OR (304) 983-1008

ADDITIONAL LOCATION ADDRESS:  
 721 CRESCENT ROAD  
 CHARLESTON, WV 25302

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

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



**ADDITIONAL INFORMATION**

Addendum

Addendum No. 2 issued to publish the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Department of Environmental Protection to establish an open-end contract to supply all transportation, labor and supervision necessary to provide complete recycled office collection services to recycling program participants. Recycling program participants include all entities listed on Exhibit B and other entities that may be added at a later date.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

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

Comm Code	Manufacturer	Specification	Model #
76122300			

**Extended Description :**

Collect and recycle office material per ton  
Quantity listed is an estimate for bidding purposes only and is not guaranteed.

VENDOR MUST SUBMIT EXHIBIT A PRICING SHEET.

DEP170000015	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 2 - Paper Recycling	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

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**ADDITIONAL INFORMATION**

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Recycling Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
76122300			

**Extended Description :**

Collect and recycle office material per ton  
Quantity listed is an estimate for bidding purposes only and is not guaranteed.

VENDOR MUST SUBMIT EXHIBIT A PRICING SHEET.

**SOLICITATION NUMBER:** CRFQ DEP1700000015

**Addendum Number:** 02

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish vendor questions and agency answers.

No other changes.

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

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

## **Questions & Answers**

**CRFQ DEP1700000015**

### **Paper Recycling**

**Q1) Can you tell me how much the city is being charged now? And if they are not being charged, can you tell me how much they are being paid for the recycling?**

**A1) Since the last contract expired, paper recycling pickups are being made free of charge. During the last active contract period, the vendor paid \$20.05 per ton to the WVDEP REAP Program.**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP 1700000015**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

PACE ENTERPRISES, INC.

\_\_\_\_\_  
Company



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

FEBRUARY 15TH, 2017

\_\_\_\_\_  
Date

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