



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 829494

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: 000000202187

SO Doc ID: DEP2100000019

Legal Name: PACE ENTERPRISES OF WV INC

Published Date: 2/9/21

Alias/DBA:

Close Date: 2/24/21

Total Bid: \$10,500.00

Close Time: 13:30

Response Date: 02/22/2021

Status: Closed

Response Time: 12:04

Solicitation Description: Open-end contract for office paper recycling

Responded By User ID: hpierson

Total of Header Attachments: 3

First Name: Herman

Total of All Attachments: 3

Last Name: Pierson

Email: shredsales@pacecenterpi

Phone: 304-376-0036

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Recycling Services				10500.00

Comm Code	Manufacturer	Specification	Model #
76122300			

Commodity Line Comments: This bid response is for \$30 per ton paid to the State of WV from PACE ENTERPRISES OF WV INC as shown on exhibit C Pricing Page. Please direct any questions to Herman Pierson at (304) 376-0036 or by email to hpierson@pacenterprises.com

Extended Description:

Collect and recycle office material per ton
Quantity listed is an estimate for bidding purposes only and is not guaranteed. VENDOR SHOULD SUBMIT EXHIBIT C PRICING SHEET



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

State of West Virginia
 Centralized Request for Quote
 Service - Misc

Proc Folder: 829494			Reason for Modification:
Doc Description: Open-end contract for office paper recycling			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-02-09	2021-02-24 13:30	CRFQ 0313 DEP210000019	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000202187
 Vendor Name: PALE ENTERPRISES OF WV INC
 Address: 889 MYLAN PARK LANE
 Street:
 City: MORGANTOWN
 State: WV Country: Zip: 26501
 Principal Contact: HERMAN PIERSON
 Vendor Contact Phone: (304) 983-1008 Extension:

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X *[Signature]* FEIN# 550528357 DATE FEB 22 2021

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

ADDITIONAL INFORMATION

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 recyclable commodities collection services to recycling program participants, per the attached bid specifications and terms and conditions.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION REAP OFFICE 601 57TH ST SE CHARLESTON WV 25304 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 SHOULD SUBMIT EXHIBIT C PRICING SHEET

SCHEDULE OF EVENTS

Line	Event	Event Date
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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.

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 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 01/09/2020

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: 02/17/2021 @ 4:00 PM

Submit Questions to: Josh Hager
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Joseph.E.HagerIII@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: Open End Contract for Office Paper Recycling
BUYER: Josh Hager
SOLICITATION NO.: CRFQ 0313 DEP210000019
BID OPENING DATE: See next page
BID OPENING TIME: See next page
FAX NUMBER: 304-558-3970

Revised 01/09/2020

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 NA 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: 02/24/2021 @ 1:30 PM

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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: ATTACHED

- Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.
- Cyber Liability Insurance in an amount of: _____ per occurrence.
- Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance in an amount of: _____ per occurrence.
- Aircraft Liability in an amount of: _____ per occurrence.
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-
-
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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 WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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.
- 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. 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>.

31. 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.

32. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

35. 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.

36. 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.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. 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"), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.

41. 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.

Revised 01/09/2020

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

42. 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 of such operations, from steel made by the open hearth, 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.

43. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.

JIM STOEN *for* OPERATIONS DIRECTOR
(Name, Title)

(Printed Name and Title)

889 MYRON PARK LANE, MORGANTOWN, WV 26501
(Address)

(304) 983-1008 / (304) 983-2843
(Phone Number) / (Fax Number)

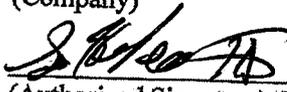
(Phone Number) / (Fax Number)

shred-ops@pac-enterprises.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.

PAC ENTERPRISES OF WV INC
(Company)

(Company)

 HERMAN PIERSON DIRECTOR OF SALES
(Authorized Signature) (Representative Name, Title)

GEORGE HERMAN PIERSON II 
(Printed Name and Title of Authorized Representative)

FEB. 22nd, 2021
(Date)

(Date)

(304) 376-0036 / (304) 983-2843
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input 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.

FACE ENTERPRISES OF WV INC
Company

[Signature]
Authorized Signature

FEB 22nd, 2021
Date

~~** NO ADDENDUM **~~
ISSUED

[Signature]

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
Recycling Services

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 recyclable commodities collection services to recycling program participants. Potential recycling program participants include all entities listed on *Attachment A* and other entities that may be added later.

This solicitation was previously advertised as CRFQ 0313 DEP1700000015 and solicitation opened on 02/16/2017. Bid results may be reviewed at: <http://www.state.wv.us/admin/purchase/Bids/FY2017/BO20170216.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 *Attachment B*.

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

recyclable commodities collection services at all potential locations identified on *Attachment A*.

- 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 participating designated site location as identified on *Attachment A* at each agreed pick up time on a schedule or on-call basis as determined by the needs of the agency. The vendor is not responsible for providing recycling containers at each location.
 - 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.

REQUEST FOR QUOTATION
Recycling Services

- 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 *Attachment A* for the current list of potential locations. Changes to the demographics in location of offices will be made via a change order updating *Attachment A*.

3.1.16 Materials Collected by State Agencies: High Grade office paper, including computer and laser printer and mixed paper including old corrugated boxes. *Attachment B* outlines paper accepted.

3.1.16.1.1 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.

3.1.16.1.2 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.

3.1.16.1.3 It shall be the vendor's responsibility to contact the end user to determine specific delivery requirements. Refer to *Attachment A*.

4. CONTRACT AWARD:

- 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.

REQUEST FOR QUOTATION
Recycling Services

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 C) by bidding on the price per ton. Vendor should complete the Pricing Page as instructed with no modifications as failure to do so may result in Vendor's bids being disqualified.

The Exhibit C Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the state's wvOASIS vendor self-service (VSS). If unable to respond online, vendor must submit their Exhibit C Pricing Page with their submitted bid prior to the scheduled bid opening date.

Vendor should electronically enter the information into the Exhibit C Pricing Pages through wvOASIS, if available, or as an electronic document. Vendor can download the electronic copy of the Exhibit C Pricing Pages from the wvOASIS Vendor Self-Service (VSS) website. If responding with a paper bid, Vendors should download and/or print the Exhibit C Pricing Page from wvOASIS and insert their unit price and extended cost for each line item as instructed by the Exhibit C Pricing Page.

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

REQUEST FOR QUOTATION
Recycling Services

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.

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.

REQUEST FOR QUOTATION
Recycling Services

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.

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 57th 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: JIM STOEN

Telephone Number: (304) 983-1008

Fax Number: (304) 983-2843

Email Address: shred-ops@paceenterprises.org

Attachment A

ID	Agency	Unit	Address	Address 2	City	Zip	Telephone	Contact
1	Department of Administration	Aviation Division	1900 Kanawha Blvd. E.	Bldg. 1, Room B-119	Charleston	25305	558-4331	
2	Department of Administration	Children's Health Insurance Agency	501 Eagle Mountain Road	Yeager Airport	Charleston	25311	558-0405	
3	Department of Administration	Consolidated Public Retirement Board	1900 Kanawha Blvd. E.	Bldg. 3, Room 213	Charleston	25305	558-2732	
4	Department of Administration	Rifles Commission	1207 Quarrier Street	Bldg. 5, Room 1000	Charleston	25305	558-3770	
5	Department of Administration	Finance Division	2019 Washington St. E.		Charleston	25301	558-0664	
6	Department of Administration	Finance Division, Accounting Section	2019 Washington St. E.	PO Box 50121	Charleston	25305	558-6181	
7	Department of Administration	Finance Division, Budget Section	2019 Washington St. E. Bldg. 15, 2nd Flr	PO Box 50121	Charleston	25305	558-3459	Yvonne Cannon
8	Department of Administration	Finance Accounting and Reporting Section (FARS)	1900 Kanawha Blvd. E.	Bldg. 1, Room B-127	Charleston	25305	558-0040	Jeri Rucker
9	Department of Administration	General Services Division	207 7th Avenue, SW		South Charleston	25303	558-4083	Rhonda Straley
10	Department of Administration	Grievance Board, Education and State Employees	1900 Kanawha Blvd. E.	Bldg. 1, Room MP-60	Charleston	25305	558-2317	
11	Department of Administration	Information Services and Communications Division (IS&C)	808 Greenbrier Street		Charleston	25311	558-3961	
12	Department of Administration	Information Services and Communications Division (IS&C)	1900 Kanawha Blvd. E.	Bldg. 6, Room B-110	Charleston	25305	558-3961	
13	Department of Administration	Division of Personnel	4101 MacCorkle Ave. SE		Charleston	25305	558-8890	
14	Department of Administration	Prosecuting Attorney Institute	1900 Kanawha Blvd. E.	Bldg. 6, Room 416	Charleston	25304	558-8848	Jane Buckner
15	Department of Administration	Public Defender Services	1206 Kanawha Blvd. E.	Suite 307	Charleston	25305	558-3950	Lurtha Evans
16	Department of Administration	Public Employees Insurance Agency (PEIA)	1900 Kanawha Blvd. E.	Bldg. 3, Room 350	Charleston	25301	558-3348	
17	Department of Administration	Purchasing Division	1900 Kanawha Blvd. E.	Bldg. 3, Room 1001	Charleston	25303	558-3905	
18	Department of Administration	Purchasing Division, Administrative Services Division	2019 Washington St. E.	PO Box 50130	Charleston	25305	558-7830	Fayetta Bowen
19	Department of Administration	Purchasing Division, Supplies Property Unit	1900 Kanawha Blvd. E.	Bldg. 15, 1st Floor	Charleston	25305	558-2305	
20	Department of Administration	Board of Risk and Insurance Management	2700 Charles Avenue		Dunbar	25064	766-3626	JoAnn Dunlap
21	Department of Agriculture	Administrative Services Division, Building and Grounds	4901 MacCorkle Avenue SW	300 Gammann Bldg.	South Charleston	25309	766-2646	She Micklan
22	Department of Agriculture	Communications Division	1900 Kanawha Blvd. E.	Bldg. 1, Room B-39	Charleston	25305	558-2201	
23	Department of Agriculture		1900 Kanawha Blvd. E.	Griffin Agriculture Center	Charleston	25305	558-4058	Michael Staudman
24	Department of Agriculture		1900 Kanawha Blvd. E.	Griffin Agriculture Center	Charleston	25304	558-3708	Christina Kelley-Dye
25	Attorney General's Office	Civil Rights Division	1900 Kanawha Blvd. E.	Bldg. 1, Room B-26	Charleston	25305	558-2021	
26	Attorney General's Office	Consumer Protection/Antitrust Division	812 Quarrier St., 5th Floor		Charleston	25301	558-0546	Region Veltri
27	Attorney General's Office	Employment Programs Litigation Unit	812 Quarrier St., 6th Floor		Charleston	25301	558-8986	
28	Attorney General's Office	Employment Programs Litigation Unit/Worker's Comp. Claims	101 Dec Drive		Charleston	25311	558-6131	Emily Washington
29	Attorney General's Office	Health and Human Resources	One Player's Club Drive	PO Box 4318	Charleston	25304	558-0708	
30	Attorney General's Office	Tax, Revenue, Education, Arts and Transportation	1900 Kanawha Blvd. E.	Bldg. 3, Room 205	Charleston	25305	558-2131	
31	Auditor's Office		1900 Kanawha Blvd. E.	Bldg. 1, Room 435-W	Charleston	25305	558-2292	Sam Gartin
32	Bureau of Commerce	WV Development Office	2101 Washington St. E.	Bldg. 1, Room W-100	Charleston	25305	558-2281	
33	Bureau of Commerce	WV Development Office/Governor's Workforce Investment Office	1900 Kanawha Blvd. E.	Bldg. 17	Charleston	25305	558-2200	Diana Spence
34	Bureau of Commerce	WV Development Office/GWIO-WIA Administration	1900 Kanawha Blvd. E.	Bldg. 6, Room 525	Charleston	25305	558-6076	
35	Bureau of Commerce	WV Development Office/GWIO-WIA Program Operations	112 California Avenue	Bldg. 6, Room B-617	Charleston	25305	558-7024	
36	Bureau of Commerce	WV Development Office/GWIO-WIA Dislocated Worker Services	112 California Avenue		Charleston	25305	558-1139	
37	Bureau of Commerce	WV Development Office / GWIO-WIA Governor's Summer Youth	112 California Avenue		Charleston	25305	558-4922	
38	Bureau of Commerce	WV Development Office / GWIO-WIA Fiscal/Auditing/Reporting	112 California Avenue		Charleston	25305	558-1263	
39	Bureau of Commerce	WV Development Office / Small Business Development Center	1321 Plaza East		Charleston	25305	558-1847	
40	Bureau of Commerce	Division of Labor	112 California Avenue		Charleston	25301	558-1473	
41	Bureau of Commerce	Miner's Health Safety & Training	950 Kanawha Blvd. E.		Charleston	25305	558-5925	
42	Bureau of Commerce	Division of Natural Resources	1900 Kanawha Blvd. E.	Guthrie Center	Charleston	25301	558-2960	
43	Bureau of Commerce	Division of Tourism	1615 Washington St. E.	Bldg. 6, Room 749B	Charleston	25305	558-2788	
44	Bureau of Commerce	Water Development Authority	1900 Kanawha Blvd. E.	Bldg. 3, Room 669	Charleston	25305	558-7890	Paula Parsons
45	Bureau of Commerce	Water Development Authority/Infrastructure & Job Development Co	180 Association Drive	PO Box 50312	Charleston	25312	558-2200	
46	Department of Education		300 Summers Street	Suite 220	Charleston	25311	558-3612	
47	Department of Education		2200 Washington St., E.	PO Box 50919	Charleston	25301	558-4607	
48	Department of Education	School Building Authority of West Virginia	1900 Kanawha Blvd. E.	Bldg. 6, Room 338	Charleston	25305	558-0566	
49	Department of Education	Division of Technical and Adult Education Services	2300 Kanawha Blvd. E.		Charleston	25305	558-2681	
50	Department of Education & the Arts		1900 Kanawha Blvd. E.		Charleston	25311	558-2541	
51	Department of Education & the Arts	Division of Culture and History	1900 Kanawha Blvd. E.	Bldg. 3, Room 205	Charleston	25305	558-2346	
52	Department of Education & the Arts	Educational Broadcasting Authority	1900 Kanawha Blvd. E.	The Cultural Center	Charleston	25305	558-2440	
53	Department of Education & the Arts	Library Commission	600 Capitol Street		Charleston	25309	558-0220	
54	Department of Education & the Arts	Center for Professional Development	1900 Kanawha Blvd. E.	The Cultural Center	Charleston	25301	558-4900	
55	Department of Education & the Arts	Rehabilitation Services	179 Summers Street	The Peoples Building, Suite 2	Charleston	25303	558-2041	
56	Bureau of Employment Programs	Legal Services Division	WV Rehabilitation Center, Barron Drive, 1	PO Box 50800	Charleston	25305	558-0539	
57	Bureau of Employment Programs	Management Analysis Division	112 California Avenue		Charleston	25305	766-4920	
58	Bureau of Employment Programs	Special Projects Division	One Player's Club Drive	Bldg. 4, Room 610	Charleston	25305	558-2630	
59	Bureau of Employment Programs	Unemployment Compensation Division	106 Dec Drive		Charleston	25311	558-6100	
60	Bureau of Employment Programs	Worker's Compensation	112 California Avenue		Charleston	25311	558-9065	
61	Bureau of Employment Programs	Worker's Compensation Appeal Board	4700 MacCorkle Avenue, SE	Bldg. 4, Room 613	Charleston	25305	558-2624	
62	Bureau of Employment Programs	Worker's Compensation Office of Judges	104 Dec Drive		Charleston	25304	926-3048	
63	Bureau of Employment Programs		One Player's Club Drive		Charleston	25311	558-5110	

Attachment A (continued)

68	Department of Environmental Protection		501 57th Street, SE		Kanawha City	25304	926-0448
69	Department of Environmental Protection	Office of Abandoned Miners and Reclamation	501 57th Street, SE		Kanawha City	25304	926-0448
70	Department of Environmental Protection	Office of Air Quality	501 57th Street, SE		Kanawha City	25304	926-0448
71	Department of Environmental Protection	Office of Water & Waste Management	501 57th Street, SE		Kanawha City	25304	926-0448
72	Department of Environmental Protection	Air Quality Board/Environmental Quality Board	501 57th Street, SE		Kanawha City	25304	926-0448
73	Department of Environmental Protection	Oil & Gas Conservation Commission	501 57th Street, SE		Kanawha City	25304	926-0448
74	Department of Environmental Protection	Solid Waste Management Board	501 57th Street, SE		Kanawha City	25304	926-0448
75	Governor's Office						
76	Governor's Office	Office of Economic Opportunity					
77	Governor's Office	Equal Employment Opportunity Office	One Players Club Drive	Suite 501	Charleston	25311	538-0400
78	Governor's Office	Governor's Cabinet on Children and Families	1900 Kanawha Blvd., E.	Bldg. 5, Room 218	Charleston	25305	538-0600
79	Governor's Office	Governor's Office of Technology	305 Capitol Street	Suite 200	Charleston	25301	538-3784
80	Governor's Office	WV Workforce Investment Board	1900 Kanawha Blvd., E.	Bldg. 6, Room E-603	Charleston	25305	538-5101
81	Governor's Office	WV Commission for National & Community Service	601 Delaware Avenue		Charleston	25302	539-0111
82	Department of Health and Human Resources		1900 Kanawha Blvd., E.	Bldg. 3, Room 206	Charleston	25305	538-0684
83	Department of Health and Human Resources	Board of Review	1900 Kanawha Blvd., E.	Bldg. 6, Room 217	Charleston	25305	538-0953
84	Department of Health and Human Resources	Investigations and Fraud Management Unit	1900 Kanawha Blvd., E.	Bldg. 6, Room 861	Charleston	25305	538-1970
85	Department of Health and Human Resources	Medicaid Fraud Control Unit	1900 Kanawha Blvd., E.	Bldg. 6, Room 848-B	Charleston	25305	538-1828
86	Department of Health and Human Resources	Quality Assurance	1900 Kanawha Blvd., E.	Bldg. 6, Room 831	Charleston	25305	538-0630
87	Department of Health and Human Resources		350 Capitol Street		Charleston	25301	538-0234
88	Department of Health and Human Resources	Bureau for Children & Families / RAPIDS Project	1012 Kanawha Blvd., E.	2nd Floor	Charleston	25301	538-0840
89	Department of Health and Human Resources	Office of Communications	1900 Kanawha Blvd., E.	Bldg. 3, Room 206	Charleston	25301	538-7899
90	Department of Health and Human Resources	Development Disabilities Council	110 Stockton Street		Charleston	25302	538-0416
91	Department of Health and Human Resources	Assistant Secretary for Finance	1900 Kanawha Blvd., E.	Bldg. 3, Room 451	Charleston	25305	538-5995
92	Department of Health and Human Resources	General Council	1900 Kanawha Blvd., E.	Bldg. 3, Room 263	Charleston	25305	538-0684
93	Department of Health and Human Resources	Health Care Authority	100 Deo Drive	Suite 201	Charleston	25311	538-7000
94	Department of Health and Human Resources	Human Rights Commission	1321 Plaza East	Room 108	Charleston	25301	538-2616
95	Department of Health and Human Resources	Office of the Inspector General / Management Information System	1900 Kanawha Blvd., E.	Bldg. 6, Room 617	Charleston	25305	538-2278
96	Department of Health and Human Resources	WV Board of Medicine	1900 Kanawha Blvd., E.	Bldg. 3, Room 213	Charleston	25305	538-7810
97	Department of Health and Human Resources	Assistant Secretary of Operations	101 Deo Drive		Charleston	25311	538-2921
98	Department of Health and Human Resources	Office of the Chief Medical Examiner	1900 Kanawha Blvd., E.	Bldg. 3, Room 265	Charleston	25305	538-3217
99	Department of Health and Human Resources	Office of Environmental Health Services	701 Jefferson Road		South Charleston	25309	538-5319
100	Department of Health and Human Resources	Office of Laboratory Services	815 Quattrio Street Suite 418	Mountain Building	Charleston	25301	538-2381
101	Higher Education Policy Commission		157 Heywood Avenue		South Charleston	25305	538-3530
102	House of Delegates		1818 Kanawha Blvd. E.	Suite 700	Charleston	25301	538-2101
103	Housing Development Fund		1900 Kanawha Blvd., E.	Room M-212	Charleston	25305	340-5210
104	Investment Management Board		814 Virginia Street, E.		Charleston	25301	345-6475
106	Jobs Investment Trust		One Conley Drive	Suite 3	Charleston	25314	345-2672
107	Legislative Services		814 Virginia Street, E.	Suite 202	Charleston	25301	345-6200
108	Legislative Services	Commission on Special Investigations	1900 Kanawha Blvd., E.	Room E-132	Charleston	25305	347-4800
			301 Eagle Mountain Road, Room 218		Charleston	25311	555-2345

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

ATTACHMENT B
OFFICE PAPER RECYCLING PROGRAM

ACCEPTABLE

HIGH GRADE PAPER

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

MIXED GRADE PAPER

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

NOT ACCEPTABLE

Hard Drives
Aluminum Cans
Rubber
Metals

Plastic Food Containers
Carbon Paper
Overnight Envelopes
Microfiche/Film

Magnetic Tapes
Overnight Envelopes
Computer Disks
Paper Towels

Trash
Glass
Tissues
Mylar

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 OF WV INC

Authorized Signature: [Signature]

Date: FEB 26 2021

State of WEST VIRGINIA

County of MONONGAHEA, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of FEBRUARY, 2021

My Commission expires 03-21, 2024

AFFIX SEAL HERE



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Bryan A. Richards
THE UPS STORE
64 PATTESON DR
MORGANTOWN, WV 26505
My Commission Expires March 21, 2024

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

Exhibit C Pricing Page

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

	Unit of Measure	Price Per Ton	Estimated Quantity	Extended Price
Option A: Price paid by vendor to State to collect and recycle recyclable commodities.	TON	30	350	\$ 10,500.00
Option B: Cost billed to State to collect and recycle recyclable commodities.	TON		350	\$ -
Total Bid Amount:				\$ 10,500.00

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

PRICE ENTERPRISES OF WEST VIRGINIA, INC.

[Handwritten Signature]



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

State of West Virginia
 Centralized Request for Quote
 Service - Misc

Proc Folder: 829494			Reason for Modification:
Doc Description: Open and contract for office paper recycling			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-02-09	2021-02-24 13:30	CRFQ 0313 DEP2100000019	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000202187
 Vendor Name: PAE ENTERPRISES OF WV INC
 Address: 889 MILAN PARK LANE
 Street:
 City: MORGANTOWN
 State: WV Country: Zip: 26501
 Principal Contact: HERMAN PIERSON
 Vendor Contact Phone: (304) 993-1008 Extension:

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X *J. Hager III* FEIN# 550528357 DATE FEB 22ND, 2021

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

ADDITIONAL INFORMATION

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 recyclable commodities collection services to recycling program participants, per the attached bid specifications and terms and conditions.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION REAP OFFICE 601 57TH ST SE CHARLESTON WV 25304 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 SHOULD SUBMIT EXHIBIT C PRICING SHEET

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page 3
DEP2100000019	Final	Open-end contract for office paper recycling	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit C Pricing Page

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

	Unit of Measure	Price Per Ton	Estimated Quantity	Extended Price
Option A: Price paid by vendor to State to collect and recycle recyclable commodities.	TON	30	350	\$ 10,500.00
Option B: Cost billed to State to collect and recycle recyclable commodities.	TON		350	\$ -
Total Bid Amount:				\$ 10,500.00

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER West Virginia Board of Risk & Insurance Management 1124 Smith Street Suite 4300 Charleston, WV 25301	CONTACT NAME: PHONE (A/C, No. Ext): 304-766-2646 FAX (A/C, No): 304-558-6004	
	E-MAIL ADDRESS: brim.underwriting@wv.gov	
INSURED PACE ENTERPRISES OF WEST VIRGINIA INC 889 MYLAN PARK LANE MORGANTOWN WV 26501	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : National Union Fire Co of Pittsburgh PA 19445	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

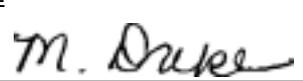
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WRONGFUL; ACT <input checked="" type="checkbox"/> PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			L 3179	07/01/2020	07/01/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ INCLUDED
							GENERAL AGGREGATE	\$ NONE
							PRODUCTS - COMP/OP AGG	\$ NONE
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			L 3179	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	L 3179	07/01/2020	07/01/2021	PER STATUTE	
				STOP			E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

PROOF OF INSURANCE

INSURED WILL BE SHREDDING DOCUMENTS FOR THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER CAMDEN CLARK MEMORIAL HOSPITAL CORP DBA CAMDEN CLARK MEDICAL CENTER ATTN: AMY L ARNOLD 800 GARFIELD AVENUE PARKERSBURG WV 26101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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