



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

Request for Quotation

RFQ NUMBER
ERCYCL07

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETTY FRANCISCO
304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2007				

BID OPENING DATE: **02/15/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 2*****						
1. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
PLEASE NOTE THE FOLLOWING ATTACHMENTS:						
1. ERCYCL07 REVISED SPECIFICATIONS					(5 PAGES)	
2. ERCYCL07 PRICING/INFORMATION SHEET					(1 PAGE)	
3. QUESTIONS AND ANSWERS					(2 PAGES)	
4. ADDENDUM ACKNOWLEDGEMENT					(1 PAGE)	
*****END OF ADDENDUM NO. 2*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

ERCYCL07 Specifications

The State of West Virginia is soliciting bids to establish a statewide contract for the services of a contractor to pick up and **recycle** used electronic equipment, (or any part thereof) such as computer CPU, monitor, copiers, televisions, etc. The resulting contract may be used by all West Virginia State Agencies and political subdivisions in all 55 counties.

Successful vendor shall be expressly forbidden to send any electronic equipment obtained through this contract to a landfill. Prior to any contract award, vendor shall certify they are recycling this equipment.

Prior to any award, bidder must certify they are a qualified recycler of electronic equipment.

Notice – Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting shall be conducted on Wednesday, January 31, 2007 at 10:30 a.m. in the Capitol Complex/Purchasing Division (Building 15) conference room located at 2019 Washington Street, East, Charleston, West Virginia 25311. All interested bidders must be present in person. Failure to attend the pre-bid conference shall disqualify a bidder from bidding on this contract. No one person can represent more than one bidder.

Successful vendor must pick up the all materials within thirty (30) days after such request is received. Within one week after receiving such request for pick up, successful vendor will notify the requesting agency of the approximate date (within 30 days) that the equipment will be removed. This is a mandatory requirement of the request for quotation. If there are any delays for any reason, each agency must be notified in writing and approve the new pick up date. This can be done via fax or e-mail.

Agency will make every attempt to have all material to be picked up in a central location; however, in some areas, this cannot be done. Vendor is responsible for supplying all labor to remove all equipment and material.

When the items are picked up, the Contractor must provide a certificate that indicates the total weight of the equipment and certify that this equipment will be recycled rather than being sent to a landfill within 2 business days. Must include location of pickup, date of pickup, WV39 (Release Order) and total weight. NOTE: some equipment may have the hard drives removed and/or made useless in order to assure no unauthorized use of data. If requested in writing, the successful vendor must shred any hard drive left in the computer (at the cost bid for this service on the pricing sheet). The pick-up authorization must indicate if the hard drive is in the computer and if destruction of the same is required,

ERCYCL07 Specifications

stating serial number, make and model. Contractor shall issue a destruction certificate on all such hard drives that are required to be destroyed, listing date, serial numbers, make, model, and disposing agency.

West Virginia agencies **must have an approved retirement document** from the Manager of the West Virginia Surplus Property Division prior to making the request to the recycling contractor to pickup any used computer equipment and monitors, or any other equipment disposed of through this contract.

Pricing

The attached pricing sheet shall be completed and returned prior to the bid opening date. A rate based upon a price per pound for electronic products listed must be entered on the pricing/information page. The rate entered on the pricing page shall cover all vendor costs, including transportation, salaries, taxes, insurance. No additional fees shall be allowed. If possible, please type the pricing page.

Questions

Written questions shall be accepted through close of business (5:00 p.m. EST) on Tuesday, January 30, 2007. Written questions may be sent via E-mail (preferred), USPS, Fax, courier or hand delivered. Send your questions to:

Purchasing Division
Attention Betty Francisco
2019 Washington Street, East
Charleston, WV 25305
304-558-4115 - FAX
bfrancisco@wvadmin.gov – E-mail

It is the bidder's responsibility to verify that questions have been received by the purchasing division. You may call 304-558-0468 or 304-558-7023 to verify receipt of the questions. After that date, only bid submission questions shall be answered.

Reports

Successful vendor shall provide six-month and annual reports showing the quantities of items picked up, dollar value and agencies (including political subdivisions) which have used this contract. Report shall simply provide a list of users and the grand total of use under the statewide contract.

Special Terms and Conditions

Business Certificate:

Vendor shall provide proof of their authorization to recycle electronic equipment.

ERCYCL07 Specifications

Insurance Requirements:

The successful vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. Vendor shall provide proof of insurance coverage prior to any contract award. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

- a. For bodily injury (including death): five hundred thousand dollars (\$500,000) per person up to one million dollars (\$1,000,000) per occurrence.
- b. For property damage liability: Up to one million dollars (\$1,000,000) per occurrence.

Affidavit:

West Virginia State Code §5A-3-10a-(3)(d) requires that all vendors submit an affidavit of debt that certifies that there are no outstanding obligations or debts owing the State of West Virginia. This form is included in this request for quotation. It is preferred that this form be signed and returned with the bid. A contract shall not be issued prior to receipt of this affidavit.

Agreement Addendum – Form WV-96

The vendor shall sign this Agreement Addendum to assure the State of West Virginia that if there should be any conflict between the vendor's terms and conditions and the State Code of West Virginia – the State code and laws of West Virginia shall prevail. The signature shall be affixed to the WV-96 and shall be signed by the same individual signing the request for quotation. (See attached WV-96).

Confidentiality

Successful vendor must acknowledge and comply with agency confidentiality on all information.

Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by vendor. The vendor shall maintain such records a minimum of (5) years and make available all records to West Virginia Agencies at vendor's location during normal business hours upon written request by State Agency within ten (10) days after receipt of the request.

ERCYCL07 Specifications

General Terms and Conditions

Conflict of Interest

Vendor Affirms that it, its, officers or members or employees presently have no interest and will not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The vendor further covenants that in the performance of the contract, the vendor will periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered will be promptly presented in detail to the Agency.

Prohibition Against Gratuities

Vendor Warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State will have the right to annul this contract without liability at its discretion, and/or pursue any other remedies available under this contract or by law.

Vendor Relationship

The relationship of the vendor to the State will be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

The vendor will be responsible for selecting, supervising and compensating any and all individuals employed. Neither the vendor nor any employees or contractors of the vendor will be deemed to be employees of the State for any purposes whatsoever.

The 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 Worker's Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The 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

ERCYCL07 Specifications

foregoing payment, withholding, contributions, taxes, social security taxes, and employer's income tax returns.

The vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the Agency.

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 publications, 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; 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 laws.

Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or Municipal, along with all regulations, and ordinances of any regulating body.

The vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

ERCYCL07
Pricing/Information Sheet
Please Print or Type the Requested Information

Price per pound for recycling all used electronic equipment: _____ /lb

OR

Type of Electronic Equipment	Estimated # Pounds	Cost Per Pound	Total
Monitors	10,000		
CPU	25,000		
Televisions	2,000		
Copiers	5,000		
Misc	15,000		
Destruction of Hard Drives	500		
		Cost Per Each	Total
Fluorescent Bulbs	1,000		
4 feet of Less	1,000		
More than 4 feet	1,000		
HID Bulbs	1,000		
Circular Bulbs	1,000		

Note: The prices entered shall be the entire cost to be charged for the recycling service. Price quoted must include vendor picking up equipment at any location within the State of West Virginia.

Contract Coordinator:

Name: _____

Telephone: _____

Fax Number: _____

Email: _____

Vendor Certification:

By signing below, I hereby certify that if awarded this contract, all equipment shall be recycled.

Signature: _____

Title: _____

ERCYCLE07
Questions & Answers

1	Q	How many locations are there and how many users per location?
	A	Numerous 55 counties in the State of WV. Each county has at least one location. Additionally, Municipalities may use this contract.
2	Q	How much equipment has been generated by each location in the past two years?
	A	In 2006, the smallest pickup was for 37 pounds and the largest was for 5,576 pounds. 60% of all pickups are for less than 1,000 pounds.
3	Q	Are you asking for a make model and serial for every serialized unit or just computers and hard drives?
	A	Hard drives only.
4	Q	What is the typical volume of a pickup?
	A	60% of all pickups are for less than 1,000 pounds.
5	Q	Is the Equipment loose or palletized?
	A	Both
6	Q	Is it only Government Equipment?
	A	Yes
7	Q	What is the typical age of the equipment being recycled?
	A	Varies. Some units may have been in Surplus prior to being purchased by State Agency.
8	Q	Please provide the current Contract as well as user reports by the current vendor?
	A	Current Contract can be found at http://www.state.wv.us/admin/purchase/swc/ .
9	Q	In regards to the State getting the best price proposal can the pickups be done based on a Region? It is costly to have to pickup on one side of the State 100 monitors and have to drive another three hours to pickup one printer.
	A	NO...most locations do not have the manpower or equipment to do this.
10	Q	Vendor is not able to weigh item(s) at site and provide a certificate that indicates total weight. Can we weigh item(s) at facility and mail certificate indicating total weight?
	A	Vendor must weigh item(s) upon returning to their facility (within 2 days). And on certificate must indicate the location of pick up, date of pick up and the total weight. Vendor must send such certificate within 2

ERCYCLE07
Questions & Answers

		days of pickup.
11	Q	Can we change the price based on the increase of fuel?
	A	NO
12	Q	When contract is ready to renew, can we submit a price change?
	A	At renewal vendor may submit supporting documentation for any pass thru cost changes, either increase or decrease.
13	Q	What forms will I receive from Agency for pickup?
	A	WV 39 (Release Order) and an approved Surplus Property Retirement document..

Vendor:	Spending Unit:
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Requisition No.: _____

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Signature

Company

Date