



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
RECYCLE07

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 11/02/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **11/28/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REQUEST FOR QUOTATION</p> <p>THIS REQUEST FOR QUOTATION IS FOR A BLANKET OPEN-END STATEWIDE CONTRACT FOR PICK UP AND PROPER DISPOSAL/ RECYCLE OF VARIOUS EQUIPMENT AND PRODUCTS. THE RESULTING CONTRACT SHALL BE USED BY ALL WEST VIRGINIA STATE AGENCIES AND MAY BE USED BY ALL POLITICAL SUBDIVISIONS.</p> <p>*****NOTICE*****</p> <p>MANDATORY PRE BID MEETING A MANDATORY PRE-BID MEETING SHALL BE HELD ON FRIDAY, NOVEMBER 17, 2006 AT 10:30 A.M. AT THE PURCHASING DIVISION OFFICE CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET, EAST, CHARLESTON, WV 25305 (BUILDING 15/CAPITOL COMPLEX). ANY VENDOR WHO WISHES TO BID ON THIS CONTRACT MUST BE REPRESENTED AT THIS MEETING. FAILURE TO ATTEND THE PRE-BID CONFERENCE SHALL DISQUALIFY A VENDOR FROM BIDDING AND SHALL RESULT IN AUTOMATIC DISQUALIFICATION.</p> <p>QUESTIONS WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH THURSDAY, NOVEMBER 16, 2006. WRITTEN QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, HAND DELIVERED OR E-MAIL. E-MAIL QUESTIONS ARE PREFERRED. SEND QUESTIONS TO:</p> <p>WEST VIRGINIA PURCHASING DIVISION ATTENTION BETTY FRANCISCO 2019 WASHINGTON STREET, EAST</p>						

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



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
RECYCLE07

PAGE
2

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
11/02/2006				

BID OPENING DATE: 11/28/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-56		
CHARLESTON, WEST VIRGINIA 25305 FAX: 304-558-4115 E-MAIL: BFRANCISCO@WVADMIN.GOV RECYCLE ELECTRONIC EQUIPMENT ATTACHMENTS TO THIS REQUEST FOR PROPOSAL: 1. SPECIFICATIONS, "RECYCLE07", DATED 11/2/06, FIVE (5) PAGES. 2. PRICING PAGE, ONE PAGE, DATED 11/2/06 3. VENDOR CERTIFICATION 4. AFFIDAVIT EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE						

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'



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
RECYCLE07

PAGE
3

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
11/02/2006				

BID OPENING DATE: **11/28/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

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'



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
RECYCLE07

PAGE
4

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
11/02/2006				

BID OPENING DATE: **11/28/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>ORDERING PROCEDURE: AGENCIES SHALL CONTACT SURPLUS PROPERTY AND OBTAIN A WAIVER FOR THE EQUIPMENT TO BE RECYCLED. AFTER RECEIPT OF WAIVER, AGENCY SHALL CONTACT VENDOR AND MAKE ARRANGEMENTS FOR PICK UP OF ITEM(S).</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

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'



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

Request for Quotation

RFO NUMBER
RECYCLE07

PAGE
5

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

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

DATE PRINTED 11/02/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **11/28/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A</p>						

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'



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
RECYCLE07

PAGE
6

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
11/02/2006				

BID OPENING DATE: **11/28/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING</p>						

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'



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
RECYCLE07

PAGE
7

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
11/02/2006				

BID OPENING DATE: **11/28/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>YOUR BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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'



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
RECYCLE07

PAGE
8

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
11/02/2006				

BID OPENING DATE: **11/28/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----BETTY L. FRANCISCO - FILE 42----- RFQ. NO.:-----RECYCLE07----- BID OPENING DATE:-----THURSDAY, NOVEMBER 28, 2006----- BID OPENING TIME:-----1:30 P.M.----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ RECYCLE07 ***** TOTAL: _____						

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'

**RCYCLE07
Pricing Page**

Vendor Name: _____				
	Unit of Measure	Estimated Volume*	Price	Total
Item				
Monitors	Pound			
CPU	Pound			
Televisions	Pound			
Copiers	Pound			
X-Ray Equipment	Pound			
Miscellaneous Electronic Equipment	Pound			
Batteries	Pound			
Toner	Pound			
Fluorescent Lights 4 Ft	Each			
Fluorescent Lights 8 Ft	Each			
Other Lamps	Each			
Ballast	Pound			
Mercury Containing Equipment	Pound			
Liquid Pesticides	Liquid Ounce			
Solid Pesticides	Pound			
Paint	Quart			
Other Volatile Materials				
Transformers w/PCB's	Pound			
Transformers no PCB's	Pound			
Waste Oil	Gallon			
Tires	Pound			
Chemical Disposal	Gallon			
*Estimated Volume will be supplied after the pre-bid meeting.				

RECYCLE06 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. This request for quotation also covers Universal Waste items – including batteries, pesticides, mercury containing items, and lamps. 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, vendor must certify they are a qualified recycler/disposer of Universal Waste items.

Notice – Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting shall be conducted on Friday, November 17, 2006 at 10:30 a.m. in the Capitol Complex/Purchasing Division (Building 15) conference room located at 2109 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. 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 on the pricing sheet). The pick-up authorization must indicate if the hard drive is in the computer and if destruction

RECYCLE06 Specifications

of the same is required, 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. A rate based upon a price per pound for electronic products listed must be entered on the pricing/information page. Bidders should be able to accommodate all types of Universal Waste and a cost for each should be entered on the pricing pages. 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 Thursday, November 16, 2006. 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 and process hazardous materials – all type of Universal Waste.

RECYCLE06 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.

RECYCLE06 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

RECYCLE06 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.

Certification – RECYCLE07

Bidders must acknowledge they meet following requirements:

	Requirement	Yes	No
1.	All aspects of 40CFR Part 273 – Standards for Universal Waste Management		
2.	West Virginia 33-20-13 Universal Waste Rule		
3.	HIPPA Compliance and Capabilities – 45 CFR-164 – Sign and return HIPPA document.		
4.	Vendor Must identify the Facilities and location of each destination facility it intends to ship universal waste to and their EPA ID Number		
5.	Does the facility have a Part B, Hazardous Waste Installation and Operation Permit?		
6.	Emergency Response Plan – Written plan and ability to be able to contain all releases of Universal waste (273.37)		
7.	Shipping Documentation-Chain of Custody Tracking Universal Waste		
8.	Experience – Must have been in business for a minimum of five years – and have five years experience in recycling waste.		

Note: Items 3, 4 and 8 require documentation to be submitted in support of bidder's response.

Vendor Contract Coordinator:

Name: _____

Telephone: _____

Fax Number: _____

Email: _____

Vendor Certification:

By signing below, I hereby certify that if awarded this contract, all electronic equipment shall be recycled and under penalty of perjury, meet all mandatory requirements of the request for quotation.

Signature: _____

Title: _____