



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
ERCYCL11

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 42 304-558-8802

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
06/23/2011				

BID OPENING DATE: 07/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		425-83		
<p>ELECTRONIC RECYCLING OF EQUIPMENT</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>OPEN END STATEWIDE CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION IS SOLICITING BIDS FOR AN OPEN END STATEWIDE CONTRACT FOR RECYCLING OF ELECTRONIC EQUIPMENT FOR ALL NON-EXEMPTED WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS OF THE ALL 55 COUNTIES PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS THURSDAY, JULY 7, 2011 AT THE CLOSE OF BUSINESS.</p> <p>ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFP SPECIFICATIONS BY AN OFFICIAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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<p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY CONCERNING THIS SOLICITATION IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO. S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES</p>						

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<p>AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

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<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 SERVICE 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>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY</p>						

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<p>MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. FOR ADDITIONAL ORDERING INSTRUCTIONS, SEE SECTION 3.5.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST</p>						

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<p>CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL FOR FILE 42</p> <p>RFQ. NO.: ERCYCL11</p> <p>BID OPENING DATE: JULY 21, 2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY): ----- -----						
***** THIS IS THE END OF RFQ ERCYCL11 ***** TOTAL:						

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**REQUEST FOR QUOTATION  
STATEWIDE CONTRACT  
ELECTRONIC EQUIPMENT RECYCLING**

The State of West Virginia is soliciting bids to for an open-end statewide Contract to pick-up and **recycling** used electronic equipment, (or any part thereof).

**1.0 PURPOSE**

To provide recycling of electronic equipment to all West Virginia Agencies and political subdivisions in all 55 counties.

**2.0 DEFINITIONS**

The below terms shall be herein defined as:

- A. "Vendor:" the successful bidder(s)
- B. "Contract": the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- C. "Mandatory Requirements:" The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- D. "Agency:" any entity seeking goods/services under this Contract
- E. "Electronic Equipment:" only those items listed on Attachment A of this Contract

**3.0 SCOPE OF WORK**

3.1 The Vendor will pick up and recycle any used Electronic Equipment no longer of use to the State of West Virginia on an as needed basis.

3.2 Qualifications

3.2.1 By signing and dating this bid, the Vendor certifies that the Electronic Equipment being disposed of under this Contract is being recycled.

3.2.2 The Vendor must provide certification that the Vendor is a qualified recycler of Electronic Equipment.

3.3 Specifications

3.3.1 **2.3.1 Successful Vendor shall be expressly forbidden from sending any Electronic Equipment obtained through this Contract to a landfill without first recycling all Recyclable components.**

3.3.2 The Vendor **shall not** pick up any items other than Electronic Equipment contained on Attachment A.



**REQUEST FOR QUOTATION  
STATEWIDE CONTRACT  
ELECTRONIC EQUIPMENT RECYCLING**

3.3.3 Destruction of Hard Drives

**3.3.3.1** Some equipment may still contain hard drives which shall be **removed** and made useless in order to that no access to use of the data occurs. If requested by the Agency, the Vendor must shred any hard drive left in the equipment. The Vendor must physically destroy the hard drives with an on-site shredding machine.

**3.3.3.2** The Vendor must meet HIPAA requirements for the destruction of protected health information.

3.4 Cost

3.4.1 The Vendor shall provide a single cost per pound for each type of Electronic Equipment listed. A rate based upon a price per pound for Electronic Equipment listed must be entered on the Attachment A: Cost Sheet. The rate entered on the pricing page shall cover all Vendor costs, including transportation, salaries, taxes, insurance, and shredding required. **No additional fees shall be allowed.** (If possible, please type the pricing page.)

3.5 Ordering and Use

3.5.1 **Prior to any order placement against this Contract, the Agency shall have an approved retirement document from the Manager of the West Virginia Surplus Property Division for each piece of equipment to be recycled.**

3.5.2 Agencies with an approved retirement document shall issue a WV-39 Release Order to the Vendor listing the Electronic Equipment to be recycled with model and serial number, and the location from which the equipment is to be picked-up. If hard drive destruction is to be performed by the Vendor for any Electronic Equipment on the WV-39 Release Order, the Agency shall also list "Hard Drive Destruction Required" for each model and serial number to include these services.

3.5.3 Within one week from the receipt of a WV-39 Release Order from the Agency, the Vendor shall notify the requesting Agency of the approximate date that the Electronic Equipment will be picked up for removal.

3.5.4 The Vendor shall pick up all Electronic Equipment within thirty (30) days of request.

**REQUEST FOR QUOTATION  
STATEWIDE CONTRACT  
ELECTRONIC EQUIPMENT RECYCLING**

- 3.5.5 If the Vendor cannot pick up within thirty (30) days or if there is a delay in the initial pick up date, the Vendor shall notify the Agency, in writing, of the delay and submit an alternate pick up date. The Vendor is required to get written confirmation of the new pick up date from the Agency. Vendor requests for approval may be submitted via email or fax to the Agency.
- 3.5.6 The Agency shall make every attempt to have all Electronic Equipment to be picked up in a centralized location; however, this cannot be done in all instances. The Vendor is responsible for supplying all labor to remove all Electronic Equipment covered under this Contract for disposal.
- 3.5.7 The Vendor shall, at the time of pick up, provide the Agency with a receipt ticket listing the WV-39 Release Order number, a complete list of the equipment to be recycled with model number and serial number, indication that any requested hard drive disposal shall be performed, and approved retirement document number. Both the Vendor and the Agency must sign the receipt ticket prior to the removal of any equipment. **Any Electronic Equipment removed from any State location without an approved retirement document is expressly prohibited and may result in the cancellation of the Vendor's Contract.**
- 3.5.8 For Electronic Equipment where destruction of hard drive is required/performed, the Vendor shall issue a destruction certificate on all such hard drive listing the date, serial number, make, model and disposing Agency.
- 3.5.9 Within two days of pick up, the Vendor must provide a certificate which indicates the total weight of the Electronic Equipment being recycled including a statement certifying that the equipment will be recycled rather than being sent to a landfill.

**4.0 PAYMENT**

- 4.1 The Vendors shall not perform any work under this Contract without a valid Release Order (WV-39) as defined in Exhibit 3 of this document OR West Virginia State Purchasing Card (P-card) transaction.

**REQUEST FOR QUOTATION  
STATEWIDE CONTRACT  
ELECTRONIC EQUIPMENT RECYCLING**

4.2 The Vendor MUST accept the State of West Virginia Purchasing Card for payment by all authorized State agencies for purchases against this Contract.

4.3 The Vendor shall submit all Invoices to the Agency issuing the WV-39 Release Order.

4.4 The costs listed in the Contract must match the invoice to assure timely payment.

**5.0 AWARD**

5.1 Award shall be made to the lowest responsible bidder based on the Vendor's completed bid scenario located in Attachment A.

**6.0 REPORTING**

6.1 Successful Vendor shall provide bi-annual reporting showing the quantities of each type of Electronic Equipment picked up, the Invoice Value of each order placed against this Contract, and the Agency (including political subdivisions) issuing the order. Report shall not simply provide a list of users and the grand total of use under the statewide Contract.

**7.0 Terms and Conditions**

7.1 *Confidentiality:* The successful Vendor must comply with all Agency confidentiality policies on all information destruction.

7.2 *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.

7.3 *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

**REQUEST FOR QUOTATION  
STATEWIDE CONTRACT  
ELECTRONIC EQUIPMENT RECYCLING**

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.

*7.4 Prohibition Against Gratuities:*

7.4.1 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.

7.4.2 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.

*7.5 Vendor Relationship:*

7.5.1 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.

7.5.2 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.

7.5.3 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.

**REQUEST FOR QUOTATION  
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7.5.4 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.

*7.6 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.

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

*7.7 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.

*7.8 Compliance with Laws and Regulations*

7.8.1 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.

7.8.2 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 Electronic Equipment, or services delivered pursuant here to shall be

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ELECTRONIC EQUIPMENT RECYCLING**

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.

# ERCYCL11 COST SHEET

Please Print or Type the Requested Information

Type of Electronic Equipment	Estimated # Pounds	Cost Per Pound	Total
<b>Computer Equipment</b>			
Monitors	10,000	\$	\$
CPU	25,000	\$	\$
Mice	5000	\$	\$
Keyboards	5000	\$	\$
Printers	5000	\$	\$
Modems	1000	\$	\$
Switches	1000	\$	\$
Hubs	250	\$	\$
<b>Other Electronic Equipment</b>			
Televisions	2,000	\$	\$
Telephones	1000	\$	\$
Associated Telephone Equipment	1000	\$	\$
Copiers	5,000	\$	\$
Fax Machines	1000	\$	\$
Radio Equipment	15,000	\$	\$
		<b>Cost Per Each</b>	<b>Total</b>
Fluorescent Bulbs	1,000	\$	\$
4 feet of Less	1,000	\$	\$
More than 4 feet	1,000	\$	\$
HID Bulbs	1,000	\$	\$
Circular Bulbs	1,000	\$	\$
PCB Lamp Ballast	1,000	\$	\$
Non-PCB Lamp Ballast	1,000	\$	\$
Destruction of Hard Drives	500	\$	\$
<b>Total Cost:</b>			<b>\$</b>

**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: \_\_\_\_\_



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

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

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**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.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. “Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. “Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor’s Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_