



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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/14/2011				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE ANSWERS TO THE TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL CONTRACT (ERCYCL11)						
BID OPENING DATE REMAINS: 07/21/2011						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		425-83		
ELECTRONIC RECYCLING OF EQUIPMENT						
***** THIS IS THE END OF RFQ ERCYCL11 ***** 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'

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

TECHNICAL QUESTIONS

STATEWIDE CONTRACT ERCYCL11

Q. *Section 3.0 Scope of Work*

3.2.2 The vendor must provide certification that the vendor is a qualified recycler of electronic equipment.

What kind of "certification" do you require? From who? What do you consider a "qualified recycler of electronic equipment"?

A. Examples: R2 and e-Steward. Either would be acceptable.

The process for developing a certification for e-waste actually began in 2006, and that system eventually became R2 certification in January 2010. BAN broke off from the industry-led R2 program to start the e-Steward standard, which was unveiled April 15, 2010, because R2 "continued to allow old toxin-laced electronics to be shipped abroad," says BAN's Jim Puckett.

The e-Steward standard bans the export of electronics to the developing world unless the devices contain "functioning, working products that have been tested." Recyclers who abide by the standards also must have stricter worker health and safety standards than R2, covering substances such as brominated fire retardants, and must require air monitoring and sampling for toxins, according to Sarah Westervelt of BAN.

Recyclers certified to R2's standards do allow the export of certain focus materials (FM), including mercury, lead in CRT glass, and PCBs (polychlorinated biphenyls), as long as countries produce documentation accepting them. R2 discourages dumping or incinerating these materials, but e-Steward advocates point to a loophole in the language: "If circumstances beyond the control of the R2 recycler disrupt its normal management of an FM, it may consider these technologies to the extent allowed under applicable law."

In contrast, the e-Steward standard completely prohibits land filling and incineration of e-waste under any circumstances. R2's language is more general, requiring recyclers to develop and use environmental, health and safety management systems of their choosing.

Q. *Section 3.0 Scope of Work*

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 landfill.

In some cases, this would be a real "time crunch". More than 2 days is needed to complete this type of work. When pickups come into the warehouse, sometimes it has to sit for a few days

before it can be inventoried and weighed. I normally have all the weight and inventory sheets from the warehouse for billing within a week of the pickup.

A. This requirement remains unchanged.

Q. 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.

We also receive WV103 forms as retirement forms for State surplus. Will these no longer be acceptable? Will the vendor ONLY be permitted to accept a WV-39?

A. The WV103 Retirement Form is an internal document between the Agency and Surplus Property. This document shall not be used in lieu of a WV-39 Release Order. Please see Section 3.5 for Ordering Instructions.

Q. We do accept the WV State Purchasing Card as payment, but have been told by the auditor's office that because we are a Sole Proprietor, that we are not permitted to use it. We can only be paid by a check from the state.

*Because of this requirement, will this prevent us from bidding on the contract?

*Will we still be able to continue to accept checks for payment?

A. WV State Purchasing Card acceptance is a provision of this contract.

Q. On the list of electronics for recycling, you do not list software. Is this to be included as an electronic?

A. Only electronic equipment as defined in the Request for Quotation is covered under this contract.

Q. Currently, at the state's request on the contract, we are recycling office furniture, (desks, chairs, tables, cabinets, wipe boards, etc...). It is listed as miscellaneous electronic equipment. Will this continue to be part of the contract?

A. No. Per section 3.3.2, this contract is limited to the items listed on Attachment only. ***"The Vendor shall not pick up any items other than Electronic Equipment contained on Attachment A."***

Q. Will the West Virginia State Purchasing Division allow any of the listed assets to be resold if the vendor provides proof that any re-sellable assets that contain hard drives or other forms

of data are first sanitized/destroyed according to NIST 800-88 guidelines using approved Department of Defense sanitizing software (DoD 5220.22-M)?

A. No, current DoD standard for hard drive data destruction requires that they be rendered useless by physical destruction or Degaussing. No resale of any hard drive will be permissible under this contract. The intent of this contract is not to provide equipment to a RECYCLER that is suitable for re-sale. The objective is to have the equipment shredded and the components sorted, harvested by material type, and recycled for re-use in manufacturing other products.

Q. In regards to section 3.5.9, will a weight ticket, obtained from a licensed, certified, public scale, be accepted for the purposes of this section?

A. Yes, this type of scale should be permissible, assuming it is certified by a properly authorized certification authority. If this public scale weighs a truckload, it will be necessary for the weight to be isolated to each agency's portion of the load, if an agency is paying for its own recycling costs. Can examples of such scales be provided?