



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
ERCYCL12

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
 304-558-2316**

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
05/31/2012				

BID OPENING DATE: **06/19/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		962-56		
<p>RECYCLE ELECTRONIC EQUIPMENT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, TYHE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE RECYCLING OF USED ELECTRONIC EQUIPMENT PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 06/11/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON 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 BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **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.html 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.
15. **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>.
16. **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, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



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<p>TERMS, CONDITIONS, AND PRICING SET FORTH 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>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO</p>						

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SIGNATURE	TELEPHONE	DATE
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<p>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 MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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. 01/17/2012</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>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER:			44		
	RFQ. NO.:			ERCYCL12		
	BID OPENING DATE:			06/19/2012		
	BID OPENING TIME:			1:30 PM		
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 ERCYCL12 ***** TOTAL:						_____

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**Request for Quotations
Statewide Contract ERCYC12
Electronic Equipment Recycling**

The State of West Virginia is soliciting bids for an open-end, multi-Vendor statewide Contract to **recycle** used electronic equipment. Services covered by this contract may be used by all West Virginia State agencies and other political subdivisions throughout the State. Disposal and recycling procedures contained herein apply only to the West Virginia State agencies under the Governor's Executive Branch of State Government. The WVOT is not responsible for transactions negotiated directly between other WV State entities, and recyclers, within the framework and terms established as a result of this solicitation.

As electronic equipment is retired from use by State agencies in the Governor's Executive Branch, the West Virginia Office of Technology is responsible for receiving equipment and coordinating disposal. Market research indicates that a significant variety of technology components at end-of-life have some residual value in their content of harvestable raw materials. Since the prices of these raw materials fluctuate over time, it is recognized that it is difficult for e-recyclers to place a value on components that would be valid over an extended interval. For this reason, a contract that permits multiple e-recyclers to bid for e-waste loads using current market pricing will be awarded to all vendors meeting mandatory experience and qualification criteria contained herein, and agreeing to adhere to the process as outlined. A secondary bid process will be conducted, among vendors awarded contracts, for each load of equipment approved for disposition and recycling. This type transaction model does not limit the financial return that the State can realize, should the market value of raw materials increase, nor does it bind an e-recycler to an untenable pricing structure, should the value of the raw materials drop. It is understood that raw materials spot pricing could fall to such an extent that the State would need to pay the e-recycler for pickup, during the duration of the contract. In every bid for a discrete load of an aggregated mix of components, the vendor that returns the highest dollar amount to the State, or charges the least for the removal of that load, will be awarded the work order to pick up that discrete load.

1.0 Purpose

To provide pick up and recycling services for surplus electronic equipment no longer in use by West Virginia state agencies in strict compliance with all applicable laws and regulations with regard to recycling and disposal of electronic equipment. Electronic equipment covered by this contract is listed on Attachment A. In lieu of a pre-bid conference, interested vendors may submit written questions to the Purchasing Division as follows:

Frank Whittaker, Senior Buyer
WV Purchasing Division
Frank.m.whittaker@wv.gov
2019 Washington Street, East
Charleston, WV 25305

All questions, clarifications or subsequent revisions to the bid specifications will be addressed by formal addendum. Written questions must be received by 4:00 pm, 06/11/2012. No further questions or clarification requests will be accepted after the stated deadline.

2.0 Mandatory Requirements, Bid Evaluation & Award

2.1 Mandatory requirements are terms and conditions in the written specification which are absolute, and the compliance with cannot be waived. Failure to comply with mandatory terms shall require the vendor to be disqualified. Mandatory terms are indicated by the use of the terms *shall*, *will*, *must*, *maximum*, or *minimum*. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the State.

2.2 Bid evaluation shall be based solely on whether bidders meet the mandatory qualification and experience criteria established herein. Vendors who meet all mandatory requirements shall be awarded a contract. The contract shall be effective for 12 months with options to renew for 2 additional 12-month periods.

3.0 Bid Qualifications and Contract Performance Specifications

3.1 Qualifications

3.1.1 Vendors shall be properly licensed with all appropriate offices of the State of West Virginia and any other government entities required in order to conduct business under the contract and must provide written certification of compliance with this mandatory requirement by signing and submitting Attachment B. Interested Vendors who do not currently conduct business in WV are encouraged to contact the WV Secretary of State's Office and WV State Tax Department for registration/licensing requirements. Vendors who have been determined to meet all mandatory requirements and are to be awarded contracts will also be required to register with the WV Purchasing Division and pay an annual \$125 registration fee.

3.1.2 Vendors must have been in the e-waste business for a minimum of 2 years. Vendors must provide written certification of compliance with this mandatory requirement by signing and submitting Attachment B.

3.1.3 Vendors must conduct all business performed under the contract in strict accordance with ISO14001 standards and criteria. Vendors must provide written certification of compliance with this mandatory requirement by signing and submitting Attachment B.

3.1.4 e-Stewards or R2 Certification is desirable but is not mandatory.

3.1.5 By signing and dating this bid and Attachment B, the Vendor certifies all business conducted under the contract will be completed in strict accordance with all laws, rules and regulations governing the recycling and disposition of electronic equipment.

3.1.6 Vendors must accept all items listed on Attachment A. No deviations will be made and all items scheduled for recycling must be accepted.

3.1.7 Vendors must provide evidence of General Liability Insurance coverage with coverage limits of \$1,000,000 per occurrence/\$2,000,000 per policy year.

3.2 Performance Specifications and Price Bidding

3.2.1 Electronic Equipment that is no longer in use by the Governor's Executive agencies must be accepted and approved by the WV Office of Technology prior to being retired from State government use. The WV Office of Technology will be responsible for sanitizing and tagging equipment proposed for disposition and recycling for all State Agencies in the Governor's Executive Branch of State Government. Once sanitizing has been completed, a tag will be affixed to each piece of equipment ready for transport to the WVOT warehouse/disposition/recycling. Vendors shall NOT accept any piece of equipment that has not been tagged and approved for disposition by the WV Office of Technology, unless some written assurance is provided to the vendor and the WVOT that the data on all devices has been destroyed, or the vendor has been engaged to provide this as a service for the specific transaction.

3.2.2 Vendors shall be responsible for providing all material and labor required to pack, load and transport equipment, including but not limited to pallets/Gaylord containers, shrink wrap, lift and transport equipment. Equipment pick-up locations may vary and will be determined at the time of need and by the government entity using the contract. It is expected the majority of equipment approved for disposition and recycling by the WV Office of Technology will be located in the Charleston, WV area.

3.2.3 Load sizes, contents, and pick-up frequency will vary. The State anticipates a minimum of one load per month will be required for pick-up and recycling. Loads are anticipated to be a minimum of 8 pallet/Gaylord containers but may be

more or less at the State's discretion. The State shall also have the right to require multiple pick-ups a month if necessary due to storage space limitations, etc.

3.2.4 A secondary bid process will be conducted among vendors awarded contracts for each load of equipment approved for disposition and recycling. Based on current market value for the components listed, raw material and recycling value, vendors shall submit a lump sum bid amount.

3.2.5 Each vendor awarded a contract will be notified when a load has been assembled and is ready for recycling. Vendors will be given a written Request for Bid Quotation based on an itemized list of products for bid pricing. Itemized lists will include manufacturer; model number and form factor (tower, desktop, laptop, etc.); manufacture date; and memory, processor type, and hard drive size and type (if known) for each piece of equipment scheduled for recycling, and identify the pick-up location, and any factors such as distance, elevators, or stairs to stored location.

3.2.6 Equipment loads must be accepted in entirety; no partial loads will be permitted. Vendors will not be permitted to selectively choose equipment they wish to provide bid pricing for.

3.2.7 Vendors will be given 5 business days from the date of receipt of a Request for Bid Quotation to provide a bid amount for the items listed. The bid amount shall be a net price based on current market values and shall reflect whether it is a cost to the state or a payment to the state. Bids shall remain sealed and confidential until the established deadline for receipt of bids. Bid amounts shall be public following the deadline only. During this 5 business day interval, verbal communications will not be permitted. Vendors will be permitted to submit written questions for the first 2 days only. All questions and responses will be answered in writing and distributed to all vendors on the contract at least 1 day prior to the bid deadline. Bid receipt deadline may be extended at the State's discretion.

3.2.8 A WV-39 Release Order will be issued to the Vendor who offered either the lowest cost to the State, or to the vendor with the highest payment offer.

3.2.9 Vendors must pick up equipment within 10 business days of receipt of the WV-39 Release Order. A determination of the date and time for pick-up shall be mutually agreed upon and scheduled by State and Vendor.

3.2.10 Reconciliation of the items being recycled shall be completed by the Vendor and State at the time of pick-up.

4.0 Reporting

Vendors awarded contracts shall provide electronic bi-annual reports containing quantities of each type of equipment picked up, cost or payments to the State, and range of value by equipment type for Releases received under this contract.

ERCYC12 - Electronic Recycling

Attachment A

TYPE OF EQUIPMENT
Desktop Computers
Laptop Computers
Cell Phones
Smart Phones
Tablet Computers
Desktop Printers
Multi-Function Printing Devices
Network Printers
Standalone Copiers
Network Copiers
CRT Monitors
LCD Monitors
Network Switches
Network Routers
FAX machines
Scanning Devices
Microfiche Components
Televisions
Cameras (all: digital, film, x-ray, video, etc.)
Servers
Hard Drives of any size
Magnetic Tape Devices (of any type)
Diskette readers/writers
DVD readers/writers/players
CD readers/writers/players
Telecom (phones, switches, etc.)
Cords and Cables
Keyboards, mice, and other peripherals
Ink and Toner Cartridges
Calculators and other business electronics
Medical Equipment w/ no BIO hazards
Uninterruptible Power Source (UPS)
Mailing Equipment
Batteries
Cables
Mag Tapes
Floppy Discs

**ERCYC12 - Electronic Recycling
Attachment B
Bid Qualification, Experience and Performance Certification**

By signing and dating the bid and this Certification, the Vendor does hereby certify compliance with the following:

Proper registration with all State and other governmental entities required to conduct business under the contract has been researched and all requirements will be met;

Has a minimum of 2 years experience in the e-waste business; provide total number years experience _____

All business performed under the contract shall be conducted in strict compliance with ISO14001 standards and criteria.

Has an e-Steward Certification _____ Yes _____ No (desired but not mandatory);

Has a R2 Certification _____ Yes _____ No (desired but not mandatory); and

All business conducted under the contract will be completed in strict accordance with all laws, rules and regulations governing the recycling and disposition of electronic equipment.

Has or will provide evidence of all insurance coverage required herein and in accordance with WV law.

(Vendor)

By: _____

Title: _____

Business Address:

Date: _____

RFQ No. _____

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 owned 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 _____

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.