



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

Purchase Order

PURCHASE ORDER NO.
 ERCYCL07

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

*511151107 304-291-8550
 PC RENEWAL
 3848 GRAFTON RD
 MORGANTOWN WV 26508

SHIP TO

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/28/2007		NET 30		134209467			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL - MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
BLANKET OPEN-END STATEWIDE CONTRACT							
THIS BLANKET OPEN-END STATEWIDE CONTRACT IS TO SUPPLY RECYCLING OF ELECTRONIC EQUIPMENT TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.							
*****FLUORESCENT BULBS OR TUBES MUST BE INTACT AND SHALL NOT BE BROKEN FOR RECYCLE PICKUP.*****							
THE PER POUND COST INCLUDES SHIPPING COST. NO SHIPPING COST SHALL BE PAID.							
THIS AWARD IS PER THE FOLLOWING: REQUEST FOR QUOTATION DATED 01/18/2007 AND ALL SPECIFICATIONS AND ADDENDA THERETO. VENDOR'S BID DATED 02/12/2007							
VENDOR'S CONTACT INFORMATION CARL OR SUSAN CROSCO 3848 GRAFTON ROAD MORGANTOWN, WV 26508 PHONE: 304-291-8550 FAX: 304-291-8552 EMAIL: PCRENEWAL@COMCAST.NET							
						PURCHASING DIVISION CERTIFIED ENCUMBERED MAR - 5 2007 <i>Beverly Toler</i>	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 0872-28-07

OPEN END
TOTAL

APPROVED FOR
 ONE FISCAL YEAR
[Signature]
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* BETTY FRANCISCO 304-558-0468
 PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance 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, 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.



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0001	03/15/2007	EA	962-56		.00000		
	RECYCLE ELECTRONIC EQUIPMENT						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON MARCH 15, 2007, 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 IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
	RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL						

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

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 ASSISTANT ATTORNEY GENERAL

BY _____
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	<p>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>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES 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>							

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ERCYCL07 Specifications

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

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

Vendor must certify they are a qualified recycler of electronic equipment.

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

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

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

ERCYCL07 Specifications

Pricing

A rate based upon a price per pound for electronic products listed must be entered on the pricing/information page. The rate entered on the pricing page shall cover all vendor costs, including transportation, salaries, taxes, insurance. **No additional fees shall be allowed.** If possible, please type the pricing page.

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

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.

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.

ERCYCL07 Specifications

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 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

ERCYCL07 Specifications

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.

ERCYCLE07 - SPREADSHEET

		PC Renewal	
Price per lb.:		0.05	
OR:			
Type of Electronic Equipment		Cost Per Pound	
Monitors		0.05	
CPU		0.05	
Televisions		0.05	
Copiers		0.05	
Misc		0.05	
		Cost Per Each	
Fluorescent Bulbs		0.25	
4 feet of Less		0.25	
More than 4 feet		0.50	
HID Bulbs		0.75	
Circular Bulbs		0.50	
Destruction of Hard Drives		1.00	

Fluorescent Bulbs or Tubes MUST be intact and SHALL not be Broken for recycle pickup.



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			SIGNATURE _____		DATE _____		
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