



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  
**708C0029**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**MICHAEL AUSTIN**  
**304-558-2402**

RFQ# 708C0029

**\*709030006 02 304-755-4279**  
**SAFETY KLEEN SYSTEMS INC**  
**105 HARRIS DRIVE**  
  
**POCA WV 25159**

SHIPTO

**DIVISION OF HIGHWAYS**  
**EQUIPMENT DIVISION**  
**ROUTE 33**  
**BRUSHY FORK ROAD**  
**BUCKHANNON, WV**  
**26201 304-472-1750**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/22/2008				

BID OPENING DATE: **06/04/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		075-49		
<p><b>SOLVENT SERVICES</b></p> <p><b>OPEN END CONTRACT</b></p> <p>TO FURNISH SOLVENT SERVICES AND PROVIDE THE WV DIVISION OF HIGHWAYS WITH PARTS FOR WASHING MACHINES ALSO, CHANGE OUT SOLVENTS AND DO MAINTENANCE AS REQUIRED. SERVICES AND MAINTENANCE SHALL BE ON SIX WEEK INTERVALS AND WILL INCLUDE BUT, NOT LIMITED TO INSTALLATION OF VIRGIN PETROLEUM NAPHTHA TYPE SOLVENTS, REMOVAL AND DISPOSAL/RECYCLING OF OLD SOLVENT IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL GUIDELINES</p> <p>THIS CONTRACT IS FOR THE WV DIVISION OF HIGHWAYS EQUIPMENT DIVISION ONLY.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND</p>						
						See page - 9 (3c)

**RECEIVED**  
 2008 JUN -4 P 12:48  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *George W. Curtis* TELEPHONE: **(304) 755-4279** DATE: **6/4/08**

TITLE: **Branch General Manager** FEIN: **396090019** ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE 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 WITH 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Ray L. Carter</i>	TELEPHONE (304)755-4279	DATE 6/4/08
TITLE Branch General Manager	FEIN 39609019	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 5 .....					
<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 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 style="text-align: right;"> <i>Jay W. Coker</i>            ..SIGNATURE            ..Safety Kleen Systems            ..COMPANY            ..6/4/08            ..DATE         </p> <p>REV. 11/96</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jay W. Coker</i>	TELEPHONE (304) 755-4279	DATE 6/4/08
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TITLE Branch General Manager	FEIN 396090019	ADDRESS CHANGES TO BE NOTED ABOVE
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PRIORITY

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<p>NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Gary L. Carter</i>	TELEPHONE (304) 755-4279	DATE 6/4/08
TITLE Branch General Manager	FEIN 396090019	ADDRESS CHANGES TO BE NOTED ABOVE

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PROPERTY

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**SAFETY KLEEN SYSTEMS INC**  
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<p>BUYER: 33</p> <p>RFQ. NO.: 708C0029</p> <p>BID OPENING DATE: 06/04/2008</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:            ----- <b>(304) 755-6508</b> -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            ----- <b>Joey W. Coulter</b> -----</p> <p>***** THIS IS THE END OF RFQ 708C0029 ***** TOTAL: <b>\$14,248</b></p> <p style="text-align: right;"><i>Annualized Total of BID</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joey W. Coulter</i>	TELEPHONE <b>(304) 755-4279</b>	DATE <b>6/4/08</b>
TITLE <b>Branch General Manager</b>	FEIN <b>396090019</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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BID SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	ANNUALIZED AMOUNT
1	1	5 GALLON ELECTRIC OPERATED BRAKE CLEANER	<u>\$40.<sup>00</sup></u>	<u>320.<sup>00</sup></u>
2		AS REQUIRED LEASE FEE FOR 5 GAL. ELECTRIC BRAKE CLEANER IF NOT CHANGED OUT.	<u>N/C</u>	<u>N/C</u>
3	10	30 GALLON ELECTRIC OPERATED PARTS CLEANER	<u>\$116.<sup>00</sup></u>	<u>9280.<sup>00</sup></u>
4		AS REQUIRED LEASE FEE FOR 30 GALLON ELECTRIC OPERATED PARTS CLEANER IF NOT CHANGED OUT	<u>N/C</u>	<u>N/C</u>
5	2	40 GALLON ELECTRIC OPERATED PARTS CLEANER	<u>\$125.<sup>00</sup></u>	<u>2,000.<sup>00</sup></u>
6		AS REQUIRED LEASE FEE FOR 40 GALLON ELECTRIC OPERATED PARTS CLEANER IF NOT CHANGED OUT	<u>N/C</u>	<u>N/C</u>
7	1	6 GALLON AGITATOR CARBURETOR CLEANER AIR OPERATED	<u>\$115.<sup>00</sup></u>	<u>920.<sup>00</sup></u>
8		AS REQUIRED LEASE FEE FOR 6 GALLON AGITATOR AIR OPERATED IF NOT CHANGED OUT.	<u>N/C</u>	<u>N/C</u>
9	1	5 GALLON PAINT SPRAY GUN CLEANER	<u>\$115.<sup>00</sup></u>	<u>920.<sup>00</sup></u>
10		AS REQUIRED, LEASE FEE FOR 5 GALLON PAINT SPRAY GUN CLEANER IF NOT CHANGED OUT.	<u>N/C</u>	<u>N/C</u>
11	1	30 GALLON DRUM THINNER SLUDGE DISPOSAL, PAINT SHOP DISPOSAL OF WHEN FULL.	<u>N/C</u>	<u>N/C</u>
12		CARBURATOR CLEANER, 5 GALLON DRUMS, AS REQUIRED FOR COMPANY OWNED 40 GALLON TANK LOCATED IN DIESEL SHOP.	<u>101.<sup>00</sup> EA</u>	<u>808.<sup>00</sup></u>
13		DISPOSAL FEE FOR CARBURATOR CLEANER IF REQUIRED.	<u>N/C</u>	<u>N/C</u>
14		AS REQUIRED SOLVENT CLEANER, 5 GALLON DRUMS FOR 20 GALLON COMPANY OWNED PARTS CLEANER LOCATED IN DIESEL SHOP.	<u>19.33</u> (PER 5 GALLON DRUM)	<u>unknown</u>
15		DISPOSAL FEE FOR SOLVENT CLEANER ON COMPANY OWNED 20 GALLON PARTS CLEANER IF REQUIRED.	<u>N/C</u>	<u>N/C</u>
			<b>TOTAL</b>	<u>\$ 14,248.<sup>00</sup></u>

ITEM # 11 IS NOT A MACHINE, BUT THE DISPOSAL OF THIS MATERIAL IS REQUIRED.

THE ABOVE QUANTITIES AND SERVICES ARE WHAT IS CURRENTLY REQUIRED, BUT MAY BE INCREASED OR DECREASED AS REQUIRED BY WORK LOAD.

5 GAL. PRINT OUT CLEANER #15

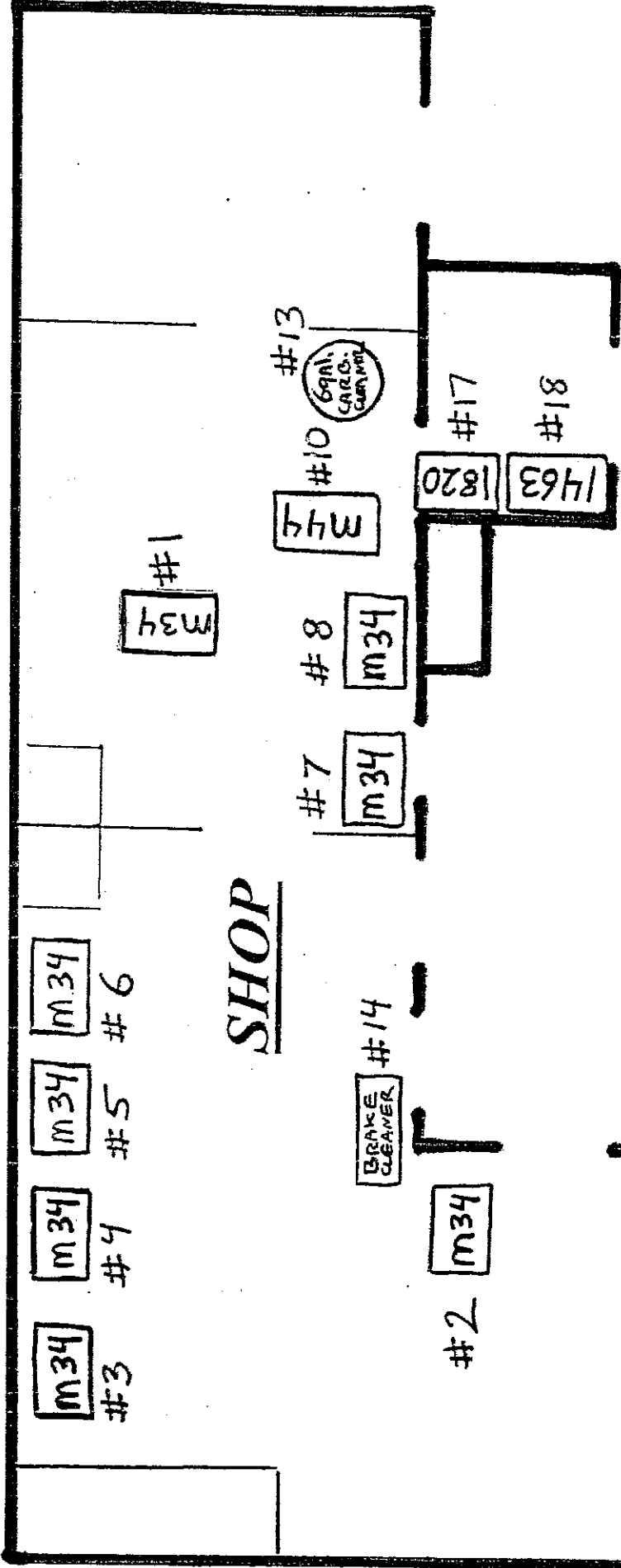
(100) #16

# PAINT SHOP

#11

m34 #9

# CANNIBAL.



# SHOP

- #1-9 m34 30 GAL. ELECT. PARTS WASHER
  - #10-11 m44 40 GAL. ELECT. PARTS WASHER
  - #13 6 GAL. CARB. CLEANER
  - #14 5 GAL. BRAKE CLEANER
  - #15 5 GAL. PAINT GUN CLEANER
  - #16 1001 30 GAL. PAINT SLUDGE DISPOSAL
  - #17 1820 20 GAL. (WYDOH OWNED PARTS WASHER)
  - #18 1463 5 GAL. CARB. CLEANER
- (TO BE USED IN WYDOH PARTS WASHER)

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 exceeds 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.

**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 agencies 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.

**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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Safety Kleen Systems

Authorized Signature: Joey L. Paulson Date: 6/4/08