



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

# Request for Quotation

BFO NUMBER  
 7011C034

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 33  
 304-558-2402

PURCHASING

HERITAGE CRYSTAL CLEAN LLC  
 927 BARLOW DRIVE BUILDING #2  
 CHARLESTON WV 25311

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/01/2011				

BID OPENING DATE: 08/03/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				180-88		
<p>SOLVENT AGENTS, CHEMICAL</p> <p>REQUEST FOR QUOTATION (RFQ)            OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING FOR AN OPEN END CONTRACT TO PROVIDE LABOR AND MATERIALS FOR SOLVENT SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 1</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 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</p>						

RECEIVED  
 2011 JUL 29 AM 11:52  
 WV PURCHASING DIVISION

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'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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2

ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

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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) 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 FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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### Request for Quotation

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BUYER

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

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07/01/2011				
BID OPENING DATE: 08/03/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 9/98						
<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>						
EXHIBIT 4						
<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 CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p>						
REV. 3/88						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15						

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'



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

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DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
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BID OPENING DATE: 08/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: PAUL REYNOLDS FILE 33 RFQ. NO.: 7011C034 BID OPENING DATE: 08/03/2011 BID OPENING TIME: 1:30 P.M.  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 847-836-5677 -----  CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Tom J. NADOLSKI -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 847-836-5670 DATE: 7-26-11

TITLE: DIVISIONAL VICE PRESIDENT FEN: 35-2083150 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



**State of West Virginia  
Department of Administration  
Purchasing Division  
RFQ Number 7011C034  
Solvent Agents, Chemical**

Please be advised that we have signed page 4 of the attached Request For Quotation in lieu of signing pages 1 through 4.

**Heritage-Crystal Clean, LLC**

2175 Point Boulevard, Suite 375, Elgin, IL 60123  
847.836.5670 Phone 847.836.5677 Fax 877.WE TRY 4 U Toll Free  
[www.crystal-clean.com](http://www.crystal-clean.com)

**SOLVENT SERVICES CONTRACT**  
**7011C034**

**I. PURPOSE AND SCOPE:**

The purpose of this Request for Quotation No. 7011C034 and resulting contract ("Contract") between West Virginia Department of Transportation, Division of Highways ("DOH") and the winning vendor ("Vendor") is to provide Solvent Services for the WVDOT Equipment Division.

**II. GENERAL REQUIREMENTS:**

1. This contract is to provide Solvent Services and parts washing machines to the WVDOT/Equipment Division.
2. Vendor will change out solvents and do maintenance as required.
3. Maintenance shall be on six week intervals.
4. Maintenance will include, but not limited to installation of virgin petroleum naphtha type solvents and removal, and disposal/recycling of old solvents in accordance with all Federal, State and Local Guidelines.
5. Exhibit A provides a list of services and parts washers that must be provided. Exhibit A must be completed for evaluation purposes. Exhibit A is Only a partial list of parts that may be required by DOH.
6. Upon request vendor will provide proof of all mandatory requirements.

**III. PRICING:**

1. Vendor shall submit the Bid Evaluation Price Chart, attached hereto and incorporated herein by reference as Exhibit A, to allow bid evaluation.

**VI. PAYMENT:**

1. The State of West Virginia currently utilizes a Visa purchasing card program. The State of West Virginia Visa purchasing card is the preferred method of payment, but other methods of payments may be utilized from time to time at the sole description of DOH. The successful vendor must accept the State of West Virginia Visa purchasing card for payment of all orders placed under this Contract.
2. Vendor must supply a credit receipt, sales receipt, or cash register receipt to DOH after Payment has been made.
3. Payment shall be made after DOH has received and accepted the goods being delivered. Vendor shall not charge the State of West Virginia Visa purchasing card until goods are received and accepted by DOH.

**VII. MISCELLANEOUS:**

1. Vendor shall comply with all federal, state, and local laws, rules and regulations.
2. This Contract will be awarded complete and not split.

3. The Quantities and Services listed in Exhibit A are what is currently required, but may be increased or decreased as required by work load.
4. Item 11 on Exhibit A is not a machine, but the disposal of this material is required.

EXHIBIT A: BID EVALUATION PRICE CHART

HERITAGE-CRYSTAL CLEAN, LLC  
RFQ # 7011C034

Item No.	Size of Machines	Estimated Quantity	Amount per 6 week period	Total
1	5 Gallon Electric Operated Brake Cleaner <i>1632</i>	1	<i>90<sup>00</sup></i>	<i>90<sup>00</sup></i>
2	As required lease fee for 5 Gal. Electric Brake Cleaner if not changed out.	1	<i>75<sup>00</sup></i>	<i>75<sup>00</sup></i>
3	30 gallon electric operated parts cleaner <i>1602</i>	10	<i>125<sup>00</sup></i>	<i>1250<sup>00</sup></i>
4	As required lease fee for 30 Gallon electric operated parts cleaner, if not changed out.	10	<i>104<sup>00</sup></i>	<i>1040<sup>00</sup></i>
5	40 gallon electric operated parts cleaner <i>1648</i>	3	<i>275<sup>00</sup></i>	<i>825<sup>00</sup></i>
6	As required lease fee for 40 Gal. electric operated parts cleaner, if not changed out.	3	<i>229<sup>00</sup></i>	<i>687<sup>00</sup></i>





## 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](http://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).



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: L2

DATE (MM/DD/YYYY)

05/27/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tobias Insurance Group, Inc HQ 9247 N. Meridian St. Ste. 300 Indianapolis, IN 46260 Nick J. Rutigliano		317-844-7759 317-844-9910	<b>CONTACT NAME:</b> Daniel Suiters <b>PHONE (A/C, No, Ext):</b> 317-844-7759 <b>FAX (A/C, No):</b> 317-844-9910 <b>E-MAIL ADDRESS:</b> dsuiters@tobias.com <b>PRODUCER CUSTOMER ID #:</b> HERI-18
<b>INSURED</b> Heritage-Crystal Clean, Inc. & Heritage-Crystal Clean, LLC 2175 Point Boulevard, Ste. 375 Elgin, IL 60123-9211		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Greenwich Insurance Company <b>INSURER B:</b> XL Specialty Insurance Company <b>INSURER C:</b> Zurich American Ins. Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 37885	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> CG2417 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GEC002320104	06/01/11	06/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90			AEC002320204 (ISO CA 99 48 APPLIES)	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			UEC002320304	06/01/11	06/01/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 <b>INCLUDES</b> AUTO POLL \$ <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC929886311	08/01/11	08/01/12	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

HERITC2

HERITAGE-CRYSTAL CLEAN, INC.  
 2175 POINT BOULEVARD, STE. 375  
 ELGIN, IL 60123

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**NOTEPAD**

INSURED'S NAME Heritage-Crystal Clean, Inc. &amp;

HERI-18  
OP ID: L2PAGE 2  
DATE 05/27/11

**IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:  
ANY WORDING TO INCLUDE THE HOLDER AS AN ADDITIONAL INSURED, PROVIDE  
COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF  
SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.**

**IF YOU ARE THE REQUESTOR TO PROVIDE THIS CERTIFICATE:**  
Tobias Insurance Group, Inc. has, upon your request, issued the attached Certificate of Insurance.

If you did not already, we highly recommend that you provide our Agency with a copy of the insurance and indemnification provisions of the contract pertaining to the certificate request so that we may properly ascertain whether your insurance program addresses the terms, types and amounts of insurance coverage referenced by the contract.

While most certificates can be issued at no cost to you, the contract may identify insurance requirements that require the purchase of insurance coverage at an additional premium. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained. In other instances, you may not wish to purchase the additional coverage and may attempt to negotiate changes in the insurance requirements.

In performing the review of your contracts, neither Tobias Insurance Group, Inc. nor its employees are providing legal advice or a legal opinion concerning any portion of the contract. Our Agency is not undertaking to identify all potential liability that might arise under this contract. This review is provided for your information and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RFQ No. 7011C034

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.

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: HERITAGE-CRYSTAL CLEAN, LLC

Authorized Signature: [Signature] Date: July 26, 2011

State of ILLINOIS

County of KANE, to-wit:

Taken, subscribed, and sworn to before me this 26 day of July, 2011.

My Commission expires 12/11/13, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC Maureen L. Grisolia

