



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
707C0017

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN JOHNSTON
 304-558-2402**

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

**Hagemeyer North America
 517 Camden Street
 Parkersburg, WV. 26101**

SHIP TO

**DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED 04/09/2007	TERMS OF SALE Net 30	SHIP VIA Our Truck	F.O.B. Dest.	FREIGHT TERMS Paid
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BID OPENING DATE: **05/02/2007** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	DR		485-56	\$490.00 drum	\$78,400.00
<p>HOT WATER CLEANING COMPOUND</p> <p>OPEN END CONTRACT</p> <p>TO FURNISH HOT WATER CLEANING COMPOUND IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.</p> <p>ESTIMATED QUANTITY 160 DRUMS PER YEAR.</p> <p>EXHIBIT 3 Extreme Simple GREEN 55-gallon Drum</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 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) ONE</p>						

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PURCHASING DIVISION
 STATE OF WV

SIGNATURE **Greg M. Stanley** SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE **304-428-0500** DATE **4-20-2007**

OPERATIONAL MANAGER FEIN **562281578** 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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



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DIVISION OF HIGHWAYS
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 BY ORDER

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/09/2007				

BID OPENING DATE: **05/02/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(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 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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Greg M. Stanley</i>		4-20-2007
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<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. 04/11/2001</p> <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 FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p>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 HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(*) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I</p>						

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SIGNATURE *Greg M. Stanley* TELEPHONE DATE **4-20-2007**

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<p>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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(*) 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;</p> <p>OR</p> <p>() 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 BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA</p>						

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<p>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 & 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 TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>Hagemeyer North America</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Greg M Stanley</i>	TELEPHONE 304-428-0500	DATE 4-20-2007
TITLE <i>Operations Manager</i>	FEIN 562281578	ADDRESS CHANGES TO BE NOTED ABOVE

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6

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				DATE: 4-20-2007		
				SIGNED: <i>Greg M. Stanley</i>		
				TITLE: <i>Operations Manager</i>		
<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 707C0017</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Greg M. Stanley* TELEPHONE **304-428-0300** DATE **4-20-2007**

TITLE *Operations Manager* FEIN **562281578** ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- 304-428-0593 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p style="text-align: center;">----- Greg M. Stanley -----</p>						
***** THIS IS THE END OF RFQ 707C0017 ***** TOTAL:						\$78,400.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Greg M. Stanley</i>	TELEPHONE	DATE 4-20-2007
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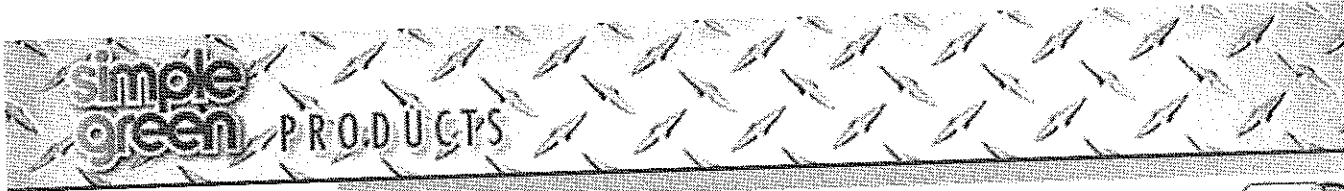
*Extreme Simple Green
55-gallon Drum*

SPECIFICATIONS FOR LIQUID HOT WATER CLEANING COMPOUND

1. This specification establishes the requirement for a hot water cleaning compound intended for use in high pressure hot water cleaning machines and which will not discolor in any way aluminum, chrome, and factory painted trucks, cars, and industrial equipment.
2. REQUIREMENTS:
 - A. QUALIFICATION: The cleaning compounds furnished under this specification shall be a product which has been tested and has passed the qualification and tests specified.
 - B. TEMPERATURE STABILITY: The cleaning compound must not break down in field tests at 210°F and pressure of 100 psi. During the field test it must maintain stability and clean surfaces without spotting or streaking when left in the sun to dry.
 - C. STORAGE: The cleaning compound shall not separate, crystalize, nor show other visible evidence of deterioration during a 6 month storage period.
 - D. FIELD PERFORMANCE TESTS: The tests performed by the Equipment Division of the WV Division of Highways shall consist of field evaluation conducted in accordance with Standard Operation Procedures on the following:
 - (1) One enamel painted piece of industrial equipment. Must clean exterior satisfactorily.
 - (2) One car, factory painted with acrylic. Must clean exterior and not streak after being rinsed with cold water.
 - (3) One dump truck. Steam clean exterior, undercarriage, engine and engine compartment. Must remove dirt, mud, salt, calcium, grease, etc.
 - (4) One chemical spreader. Must remove salt, calcium, hydraulic oil and grease.
 - (5) One crawler tractor. Steam clean exterior, undercarriage, tracks, track frames, engine and engine compartment. Must remove mud, hydraulic oil, engine oil, grease, etc.

- E. MATERIALS: The materials used in the manufacture of of the cleaning compound shall be of high quality, suitable for the purpose intended and when finally compounded shall form a sediment-free hot water cleaning compound meeting the requirements of this specification. All anionic and nonionic compounds shall be at least 80 percent biodegradable. The material shall contain at least 12% active solids.
- F. LABORATORY TESTING:
- (1) The Ph of the material shall be at least 8.0 when tested in accordance with ASTM D1172.
 - (2) The material shall retain its original uniformity after three freeze-thaw cycles. The material, as recieved, shall be placed in a freezer a $0 \pm 5^{\circ}$ F overnight, allowed to stand at room temperature during the day. This shall be performed on three consecutice days. The test material shall not separate into distinct layers.
 - (3) The product when diluted as per manufacturer's instructions, shall be instantly soluble in water and shall no become cloudy or precipitate.
- G. The manufacturer shall provide certification for the 80% biodegradable and active solids contents.
3. ACCEPTANCE SAMPLING: For the purpose of acceptance, the State may take samples at random from each shipment of cleaning compound. These samples will be taken by Department personnel for testing purposes prior to delivery. A one gallon sample will be required.
4. Material to be stored for shippment in 55 gallon metal drums, or plastic drums.
- A. Drums are to be NEW not reconditioned
 - B. Drums shall be 20-18 gauge steel

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- HOME
- GREEN BUILDING
- STAIN REMOVER
- EXTREME SIMPLE GREEN®**
- DEGREASER
- SIMPLE GREEN
- WAX
- FOAMING CARBOL
- SPRAY TOWELS
- COOLING REMOVER
- WAX CLEANER
- WAX CLEANER

Search

EXTREME
simple green



55-gallon drum

MEETS BOEING SPEC D6-17487P



Extreme Simple Green®, Simple Green's new aircraft and precision cleaning product, cuts through tough, built up grease, oil, dirt, pollution, insect residue and impact soils. We've found no other aircraft-approved product on the market that matches Extreme Simple Green's cleaning performance. Yet, it causes no harm to aircraft structural metals, plastics, paints, or coatings. How does it do this?

Extreme Simple Green gets its superior cleaning from a unique "triple play" cleaning formula. Two high performance surfactants and a new generation grease lifter/cutter combine to get the soil away from the aircraft surface quickly and then keep it away so that it can be cleanly rinsed away. Extreme Simple Green's speed of grease cutting and its high capacity to hold grease, oil and soils in solution during cleaning and rinsing time are the keys to performance. This equals fast cleaning and no-redeposition, but Extreme Simple Green is also able to go into oil/water separators and have oil break from solution.

Extreme Simple Green's safety upon aircraft materials and precision cleaning surfaces comes from a combination of proven anti-corrosion agents. A time tested coupling agent allows these to work together to battle corrosion and hydrogen embrittlement. These same qualities make Extreme Simple Green safe to put through pressure washing equipment, rack wash systems, dip tanks and parts washers, without any equipment damage.

The components of Extreme Simple Green are all low-toxicity compounds and the product contains no "solvents". This leads to an excellent worker's safety environment. All of the components are biodegradable, so Extreme Simple Green

- USES
- MSDS
- BUY
- INFO

won't accumulate in the environment and rinse-waste can be handled by standard waste water treatment methods. Extreme Simple Green meets or exceeds current and reasonably anticipated VOC requirements. It also contains no Clean Air Act Hazardous Air Pollutants (HAPs), nor is it a RCRA hazardous waste in and of itself when disposed.

Industrial Equipment

Simple Green offers a multitude of ways to ensure proper use, dilution, mixing, and application of our outstanding cleaning products, including 30-, 60-, and 80-gallon capacity parts washers, a multi-dilution foamer, and a 4-way proportioner. [Click here](#) to view Simple Green's industrial equipment.

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Equipment Division

WV Division of Highways
PO Box 610
Buckhannon, WV 26201
ATTENTION: Kevin Riley (FOUR COPYS)

WVDOT/Division of Highways
D-1
1340 Smith St.
Charleston, WV 25301
Attn: Melissa Mullens

WVDOT/Division of Highways
D-2
Po. Box 880
Huntington, WV 25712
Attn: Keith Chapman

WVDOT/Division of Highways
D-3
626 Depot St.
Parkersburg, WV 26101
Attn: Mark Kimes

WVDOT/Division of Highways
D-4
P.O. BOX 2570
Clarksburg, WV 26301
Attn: John Bartlett

WVDOT/Division of Highways
D-5
PO BOX 99
BURLINGTON, WV 26710
Attn: Pat Broadhurst

WVDOT/Division of Highways
D-6
Third & Jefferson St.
Moundsville, WV 26041
Attn: Beverly Agnew

WVDOT/Division Highways
D-7
Drawer 1228
Weston, WV 26452
Attn: Melissa Jordan

WVDOT/Division of Highways
D-8
PO Box 1516
Elkins, WV 26241
Attn: Debbie Barnett

WVDOT/Division of Highways
D-9
103 1/2 Church Street
Lewisburg, WV 24901
Attn: Keith Brown

WVDOT/Division of Highways
D-10
270 Hardwood Lane
Princeton, WV 24740
Attn: Tommy Camden

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 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 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: Hagemeyer, North America

Authorized Signature: Greg M Stanley

Date: 4-20-2007