



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

Solicitation

NUMBER
DEFK13020

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RODNEY

*606155701 01 (740) 423-0907
 ENVIRO TANK CLEAN INC
 12381 St. Rt. 7
 Unit A
 Belpre, Ohio 45714

SHIP TO

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED
05/29/2013

BID OPENING DATE: 06/18/2013 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV NATIONAL GUARD, IS SOLICITING BIDS TO PROVIDE OIL/WATER SEPARATOR CLEANING AND DISPOSAL AT LOCATIONS SPECIFIED IN THE ATTACHED SPECIFICATIONS. ATTACHMENTS INCLUDE: 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. DEFK13020 SPECIFICATIONS 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. RESIDENT VENDOR PREFERENCE FORM						
0001	1	JB		890-52	\$3.94	\$ 2,167.00
				OIL/WATER SEPARATOR PARKERSBURG, WV		
0002	1	JB		890-52	\$6.58	\$ 3,619.00
				OIL/WATER SEPARATOR KENOVA, WV		
0003	1	JB		890-52	\$2.76	\$ 5,520.00
				OIL/WATER SEPARATOR ELEANOR FACILITY - RED HOUSE, WV		

06/13/13 09:49:25 AM
 West Virginia Purchasing Division

SIGNATURE	<i>Roy E. Lutz</i>	TELEPHONE	(740) 423-0907	DATE	6-12-13
TITLE	Vice President	FEIN	31-1301691	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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TARA LYLE
304-558-2544

VENDOR

*606155701 01 (740) 423-0907
ENVIRO TANK CLEAN INC
 12381 St. Rt. 7
 Unit A
 Belpre, Ohio 45714

SHIP TO

DIV ENGINEERING & FACILITIES
ARMORY BOARD SECTION

1707 COONSKIN DRIVE
CHARLESTON, WV
25311-1099 304-341-6368

DATE PRINTED
05/29/2013

BID OPENING DATE: **06/18/2013** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	1	JB		890-52	\$5.95	\$ 3,272.50
				OIL/WATER SEPARATOR SALEM, WV		
0005	1	JB		890-52	\$4.36	\$ 4,360.00
				OIL/WATER SEPARATOR KINGWOOD, WV (POSSIBLE ALTERNATE)		
***** THIS IS THE END OF RFQ DEFK13020 ***** TOTAL:						\$18,938.50

SIGNATURE *Ray E. Lutz* TELEPHONE (740) 423-0907 DATE 6-12-13
 TITLE Vice President FEIN 31-1301691 ADDRESS CHANGES TO BE NOTED ABOVE

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Enviro Tank Clean, Inc.

(Company)

Ray E. Lutes

(Authorized Signature)

Ray E. Lutes Vice President

(Representative Name, Title)

(740) 423-0907

(Phone Number)

(740) 423-0806

(Fax Number)

6-12-13

(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Enviro Tank Clean, Inc.

Authorized Signature: *Roy E. Lutz* Date: 6-12-13

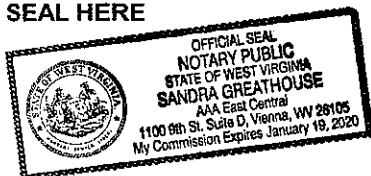
State of WVA

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 12 day of JUNE, 2013

My Commission expires 01/19/20, 20

AFFIX SEAL HERE



NOTARY PUBLIC *Sandra Greathouse*

REQUEST FOR QUOTATION
DEFK13020 Oil/Water Separator Cleaning & Disposal Services

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

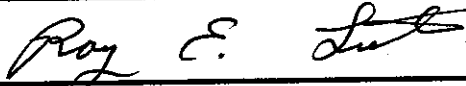
11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Ray E. Lutes
Telephone Number: (304) 482-4097
Fax Number: (740) 423-0806
Email Address: rlutes@suddenlink.net

EXHIBIT A

DEFK13020- Oil/Water Separator Cleaning/Disposal

PRICING PAGE

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Item No. 4.1.1 (Bid Item #1)	FMS #5 Parkersburg, WV	1 ea	\$3.94 23.94	\$ 2,167.00
Item No. 4.1.2 (Bid Item #2)	FMS #7 Kenova, WV	1 ea	\$6.58	\$ 3,619.00
Item No. 4.1.3 (Bid Item #3)	OWS #2 Eleanor Maintenance Facility Red House, WV	1 ea	\$2.76	\$ 5,520.00
Item No. 4.1.4 (Bid Item #4)	Salem Armory Salem, WV	1 ea	\$5.95	\$ 3,272.50
	TOTAL COST:			\$ 14,578.50
Item No. 4.1.5 (Bid Alt. #1) ADD ALTERNATE	Military Vehicle Wash Pad Camp Dawson Kingwood, WV ADD	1 ea	4.36	\$ 4,360.00
	TOTAL COST with ADD Alternate:			\$ 18,938.50
Failure to use this form may result in disqualification				
Bidder / Vendor Information:				
Name: Enviro Tank Clean, Inc.				
Address: 12381 State Rt. 7				
Unit A				
Belpre, Ohio 45714				
Phone: (740) 423-0907				
Fax: (740) 423-0806				
E-mail Address: rlutes@suddenlink.net				
Authorized Signature: 				

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV043419

Classification:

SPECIALTY

ENVIRO TANK CLEAN INC
DBA ENVIRO TANK CLEAN INC
12381 STATE ROUTE 7 UNIT A
BELPRE, OH 45714

Date Issued

Expiration Date

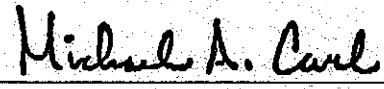
DECEMBER 19, 2012

DECEMBER 19, 2013



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2013

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).

PRODUCER THORNBURG INSURANCE AGENCY INC 2519 3rd Ave P O Box 2966 Huntington WV 25703		CONTACT NAME: Kim Woods PHONE (AC, Ho, Ext): (304) 697-7650 FAX (AC, No): (304) 697-7699 E-MAIL ADDRESS: kwoods@thornburgagency.com	
INSURED Enviro-Tank Clean, Inc. Belpre Enterprises, RR2, Box 33B Poca WV 25159		INSURER(S) AFFORDING COVERAGE INSURER A: Chartis Specialty Insurance Co 26883 INSURER B: Commerce & Industry Insurance 19410 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: Master 13-14 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	ADDITIONAL SUBROGATION RIGHTS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		EG5593864	6/13/2013	6/13/2014	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 - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CA5593866	6/13/2013	6/13/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EGU5593865	6/13/2013	6/13/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Ohio Employers Liab		EG5593864	6/13/2013	6/13/2014	\$1,000,000 Ea Accident
A	Pollution Liability		EG5593864	6/13/2013	6/13/2014	\$1,000,000 Ea Employee

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance Subject to policy terms conditions limitations and exclusions.

CERTIFICATE HOLDER **CANCELLATION**

Division Engineering & Facilities Armory Section 1707 Coonskin Drive Charleston, WV 25311-1099	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 Joseph Stanton/KDW <i>Joseph A. Stanton</i>