



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1292726  
**Solicitation Description:** Addendum 1-Parts Washer  
**Proc Type:** Agency Purchase Order

| Solicitation Closes | Solicitation Response        | Version |
|---------------------|------------------------------|---------|
| 2023-10-16 14:30    | SR 0803 ESR10112300000001752 | 1       |

**VENDOR**  
 VS0000043989  
 Cleanharbors Environmental Services Inc

**Solicitation Number:** ARFQ 0803 DOT2400000027  
**Total Bid:** 78023.39999999999417923390865 **Response Date:** 2023-10-16 **Response Time:** 11:34:41  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jerry D Rush  
 304-414-6683  
 jerry.d.rush@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

| Line | Comm Ln Desc  | Qty     | Unit Issue | Unit Price   | Ln Total Or Contract Amount |
|------|---------------|---------|------------|--------------|-----------------------------|
| 1    | Parts Washers | 3.00000 | EA         | 26007.800000 | 78023.40                    |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 25191742  |              |               |         |

**Commodity Line Comments:** The delivery days can be modified, it is an estimated as the service location and their requirement.

**Extended Description:**

Parts washers



**State of West Virginia  
Agency Request for Quote  
Highways**

|   |                            |                         |                                 |
|---|----------------------------|-------------------------|---------------------------------|
| <b>Proc Folder:</b> 1292726                   |                            |                         | <b>Reason for Modification:</b> |
| <b>Doc Description:</b> 7024E007-Parts Washer |                            |                         |                                 |
| <b>Proc Type:</b> Agency Purchase Order       |                            |                         |                                 |
| <b>Date Issued</b>                            | <b>Solicitation Closes</b> | <b>Solicitation No</b>  | <b>Version</b>                  |
| 2023-10-02                                    | 2023-10-16 14:30           | ARFQ 0803 DOT2400000027 | 1                               |


**BID RECEIVING LOCATION**

**BUDGET & PROCUREMENT**  
**DIVISION OF HIGHWAYS**  
 BLDG 5, RM A-317  
 1900 KANAWHA BLVD E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** VS0000043989  
**Vendor Name :** Safety-Kleen Systems, Inc.  
**Address :** 42 Longwater drive  
**Street :**  
**City :** Norwell  
**State :** MA **Country :** US **Zip :** 02061  
**Principal Contact :** KENDRICK HARRISON  
**Vendor Contact Phone:** 312-550-2820 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jerry D Rush  
 304-414-6683  
 jerry.d.rush@wv.gov

**Vendor Signature X**  **FEIN#** 39-6090019 **DATE** 10/13/23

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - BUDGET AND PROCUREMENT DIVISION - SOLICITATION OF A ONE TIME PURCHASE OF THREE (3) PARTS WASHERS - PER THE ATTACHED DOCUMENTS. QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

**\*\*\*\*\*NOTICE\*\*\*\*\***

WE DO NOT ACCEPT EMAIL BIDS  
MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- \* UPLOAD TO OASIS
- \* HAND DELIVERY
- \* MAIL IN HARD COPY
- \* FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE A REGISTERED VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

| INVOICE TO  |  | SHIP TO  |  |
|---|--|--|--|
| DIVISION OF HIGHWAYS<br>EQUIPMENT DIVISION RT 33<br>83 BRUSHY ROAD<br>CROSSING, PO BOX 610<br>BUCKHANNON WV<br>US |  | DIVISION OF HIGHWAYS<br>EQUIPMENT DIVISION<br>83 BRUSHY FORK RD<br>CROSSING<br>BUCKHANNON WV<br>US |  |

| Line | Comm Ln Desc  | Qty     | Unit Issue | Unit Price  | Total Price |
|------|---------------|---------|------------|-------------|-------------|
| 1    | Parts Washers | 3.00000 | EA         | \$26,007.80 | \$78,023.40 |

| Comm Code | Manufacturer              | Specification | Model #            |
|-----------|---------------------------|---------------|--------------------|
| 25191742  | Safety-Kleen Systems Inc. |               | 9800 Spray Cabinet |

**Extended Description:**

Parts washers

**SCHEDULE OF EVENTS**

| Line | Event                                  | Event Date |
|------|--|------------|
| 1    | TECHNICAL QUESTION DEADLINE 10:00 A.M. | 2023-10-11 |



**INSTRUCTIONS TO VENDORS SUBMITTING BIDS  
(Agency Delegated Procurements Only)**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**2A. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**3. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:

Email:

**4. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

#### **4A. BID SUBMISSION**

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

**5. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**6. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**7. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

[ ] This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**8. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**9. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**10. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**11. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**11A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**13. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**14. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**15. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**16. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**GENERAL TERMS AND CONDITIONS:  
(Agency Delegated Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.**

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** See attached.

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.



Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
\_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:  
\_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:  
\_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**15. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**18. CANCELLATION:** The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**20A. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**25. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

**27. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**28. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**33. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. 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, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. 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 payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**35. 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 publication, 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; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**36. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 in the statute cited above unless the debt or employer default is permitted under the statute.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**43. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

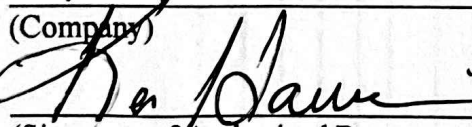


**DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.**

Kendrick Harrison      Govt Account Specialist  
\_\_\_\_\_  
**(Printed Name and Title)**  
42 Long Water Drive Norwell MA 02061  
\_\_\_\_\_  
**(Address)**  
312-550-2820  
\_\_\_\_\_  
**(Phone Number) / (Fax Number)**  
kendrick.harrison@saftey-kleen.com  
\_\_\_\_\_  
**(E-mail address)**

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Safety-Kleen Systems Inc  
\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
(Signature of Authorized Representative)

Kendrick Harrison Govt Account Specialist  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

10 / 13 / 23  
\_\_\_\_\_  
(Date)

312-550-2820  
\_\_\_\_\_  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
**Alkota Model 412 Parts Washer or Equal**

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**1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH Equipment Division to establish a contract for the one-time purchase for a quantity of (3) three Alkota Model 412 parts washer or equal.

**2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

**2.1 “Contract Item”** means the list of items identified in Section 3.1 below and on the pricing pages.

**2.2 “Pricing Page”** means the pages, contained in WV OASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.4 “PSI”** means an abbreviation Pounds per square inch.

**2.5 “Total Bid Price”** means the sum of the bid total column.

**2.6 “HP”** means horsepower.

**2.7 “RPM”** means revolutions per minute.

**2.8 “MM”** means Millimeter.

**2.9 “ETL”** means electrical testing laboratories.

**2.10 “LED”** means light-emitting diode.

**3. GENERAL REQUIREMENTS:**

**3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

**3.1.1 GENERAL**

**3.1.1.1** Must be produced after Jan 2023 and a current production model.

REQUEST FOR QUOTATION  
**Alkota Model 412 Parts Washer or Equal**

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- 3.1.1.2** Prototypes and demonstrator models will not be accepted.
- 3.1.1.3** Minimum solution capacity 69 gallons.
- 3.1.1.4** Shall be front load with door mounted turn table.
- 3.1.1.5** Minimum motor power 5HP.
- 3.1.1.6** 12KW minimum electric wash heater power.
- 3.1.1.7** Minimum turntable capacity 800 pounds
- 3.1.1.8** Pump flow rate shall be minimum 90 GPM.
- 3.1.1.9** Pump power shall be a minimum 5 HP.
- 3.1.1.10** Shall be insulated and include standard parts basket.
- 3.1.1.11** Shall have auto water fill.
- 3.1.1.12** Shall have low water shut off.
- 3.1.1.13** Shall have lower spray bar.
- 3.1.1.14** Shall have oil skimmer.
- 3.1.1.15** Shall have Rinse with diverter.
- 3.1.1.16** Shall have stainless steel nozzles.
- 3.1.1.17** Shall have a thermometer.
- 3.1.1.18** Working height shall be 40 inches.
- 3.1.1.19** Overall width shall be 60 inches maximum and 59 inches minimum.
- 3.1.1.20** 78 inches maximum height, 77 inches minimum height.
- 3.1.1.21** Overall depth minimum 41 inches, maximum 42 inches.
- 3.1.1.22** Shall operate on 208 volt 3 phase.

REQUEST FOR QUOTATION  
**Alkota Model 412 Parts Washer or Equal**

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**3.2.1 Warranty:**

**3.2.1.2** The unit must be accompanied by manufacturer's standard 100 percent parts and labor.

**3.3.1 Operating and Service Manuals and Parts Lists:**

**3.3.1.1** An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: JD Haller. Failure to do so will delay payment.

**3.4.1 Preventative Maintenance & Operator Procedures:**

**3.4.1.1 Manufacturers** and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Page contains a list of the Contract Items and purchase volume. The purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Page through WV OASIS, if available, or as an electronic document. In most

REQUEST FOR QUOTATION  
**Alkota Model 412 Parts Washer or Equal**

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cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:  
[John.w.Estep@wv.gov](mailto:John.w.Estep@wv.gov).

**5. PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within **180** working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Equipment Division Buckhannon. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. **Delivery Point:** Delivery point of the completed representative unit will be the WVDOH, Equipment Division, Rt. 33 and Brushy Fork Road, Buckhannon, WV 26201.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION  
**Alkota Model 412 Parts Washer or Equal**

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**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

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

**7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**7.1.2** Failure to comply with other specifications and requirements contained herein.

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

**7.1.4** Failure to remedy deficient performance upon request.

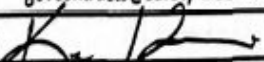
**7.2** The following remedies shall be available to Agency upon default.

**7.2.1** Immediate cancellation of the Contract.

**7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**7.2.3** Any other remedies available in law or equity.

**VENDOR:** Safety-Kleen Systems Inc.

| Item No.   | Description:                 | Model & Part Number Being Bid | Estimated Unit Quantity | Unit Price  | Item Total Cost |
|--|------------------------------|-------------------------------|-------------------------|-------------|-----------------|
| 1  | Alkota parts washer or equal |                               | 3                       | \$26,007.80 | \$78,023.40     |
| <b>Total Bid Cost</b>  |                              |                               |                         |             | \$78,023.40     |
| <b>Bid Will Be Awarded To The Lowest Overall Bid Total For All Items</b>                       |                              |                               |                         |             |                 |
| <b>Vendor Information</b>  |                              |                               |                         |             |                 |
| Company Name: Safety-Kleen System's Inc.   |                              |                               |                         |             |                 |
| Contact Manager: Kendrick Harrison   |                              |                               |                         |             |                 |
| Address: 42 Longwater Drive, Norwell, MA 02061   |                              |                               |                         |             |                 |
| Phone: 312-550-2820  |                              |                               |                         |             |                 |
| Fax:   |                              |                               |                         |             |                 |
| E-mail: govcontracts@safety-kleen.com  |                              |                               |                         |             |                 |
| Signature:  |                              |                               |                         |             |                 |



**State of West Virginia  
Agency Request for Quote  
Highways**

|   |                            |                         |                                 |
|---|----------------------------|-------------------------|---------------------------------|
| <b>Proc Folder:</b> 1292726                   |                            |                         | <b>Reason for Modification:</b> |
| <b>Doc Description:</b> 7024E007-Parts Washer |                            |                         |                                 |
| <b>Proc Type:</b> Agency Purchase Order       |                            |                         |                                 |
| <b>Date Issued</b>                            | <b>Solicitation Closes</b> | <b>Solicitation No</b>  | <b>Version</b>                  |
| 2023-10-02                                    | 2023-10-16 14:30           | ARFQ 0803 DOT2400000027 | 1                               |

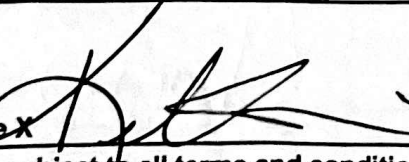
**BID RECEIVING LOCATION**

**BUDGET & PROCUREMENT**  
**DIVISION OF HIGHWAYS**  
 BLDG 5, RM A-317  
 1900 KANAWHA BLVD E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** VS0000043989  
**Vendor Name :** Safety-Kleen Systems, Inc.  
**Address :** 42 Longwater drive  
**Street :**  
**City :** Norwell  
**State :** MA **Country :** US **Zip :** 02061  
**Principal Contact :** KENDRICK HARRISON  
**Vendor Contact Phone:** 312-550-2820 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jerry D Rush  
 304-414-6683  
 jerry.d.rush@wv.gov

**Vendor Signature X**  **FEIN#** 39-6090019 **DATE** 10/13/23

All offers subject to all terms and conditions contained in this solicitation



**ADDITIONAL INFORMATION**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - BUDGET AND PROCUREMENT DIVISION - SOLICITATION OF  
A ONE TIME PURCHASE OF THREE (3) PARTS WASHERS - PER THE ATTACHED DOCUMENTS  
DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE  
INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

\*\*\*\*\*NOTICE\*\*\*\*\*

WE DO NOT ACCEPT EMAIL BIDS  
MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- \* UPLOAD TO OASIS
- \* HAND DELIVERY
- \* MAIL IN HARD COPY
- \* FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES  
THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE A REGISTERED VENDOR WITH WV  
STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT,  
WORD DOCUMENTS. QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO  
KER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

| INVOICE TO  |  | SHIP TO  |  |
|---|--|--|--|
| DIVISION OF HIGHWAYS<br>EQUIPMENT DIVISION RT 33<br>83 BRUSHY ROAD<br>CROSSING, PO BOX 610<br>BUCKHANNON WV<br>US |  | DIVISION OF HIGHWAYS<br>EQUIPMENT DIVISION<br>83 BRUSHY FORK RD<br>CROSSING<br>BUCKHANNON WV<br>US |  |

| Line | Comm Ln Desc  | Qty     | Unit Issue | Unit Price  | Total Price |
|------|---------------|---------|------------|-------------|-------------|
| 1    | Parts Washers | 3.00000 | EA         | \$26,007.80 | \$78,023.40 |

| Comm Code | Manufacturer            | Specification | Model #            |
|-----------|-------------------------|---------------|--------------------|
| 25191742  | Safety-Kleen System Inc |               | 9800 Spray Cabinet |

**Extended Description:**

Parts washers

**SCHEDULE OF EVENTS**

| Line | Event                                  | Event Date |
|------|--|------------|
| 1    | TECHNICAL QUESTION DEADLINE 10:00 A.M. | 2023-10-11 |

|              | Document Phase | Document Description  | Page |
|--------------|----------------|-----------------------|------|
| DOT240000027 | Final          | 7024E007-Parts Washer | 3    |

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**State of West Virginia  
Agency Request for Quote  
Highways**

|   |                            |                         |  |
|---|----------------------------|-------------------------|--|
| <b>Proc Folder:</b> 1292726                     |                            |                         | <b>Reason for Modification:</b><br>Addendum 1-To Attach Vendor Questions with Agency Answers |
| <b>Doc Description:</b> Addendum 1-Parts Washer |                            |                         |  |
| <b>Proc Type:</b> Agency Purchase Order         |                            |                         |  |
| <b>Date Issued</b>                              | <b>Solicitation Closes</b> | <b>Solicitation No</b>  | <b>Version</b>   |
| 2023-10-12                                      | 2023-10-16 14:30           | ARFQ 0803 DOT2400000027 | 2  |


**BID RECEIVING LOCATION**

BUDGET & PROCUREMENT  
 DIVISION OF HIGHWAYS  
 BLDG 5, RM A-317  
 1900 KANAWHA BLVD E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** VS0000043989  
**Vendor Name :** Safety-Kleen Systems Inc  
**Address :** 42 Long Water Drive  
**Street :**  
**City :** Norwell  
**State :** MA **Country :** US **Zip :** 02061  
**Principal Contact :** Kendrick Harrison  
**Vendor Contact Phone:** 312-550-2820 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jerry D Rush  
 304-414-6683  
 jerry.d.rush@wv.gov

**Vendor Signature X**  **FEIN#** 39-6090019 **DATE** 10/13/23

**ADDITIONAL INFORMATION**

Addendum 1

To Attach Vendor Questions with Agency Answers

No Other Changes

| INVOICE TO  |  | SHIP TO  |  |
|---|--|--|--|
| DIVISION OF HIGHWAYS<br>EQUIPMENT DIVISION RT 33<br>83 BRUSHY ROAD<br>CROSSING, PO BOX 610<br>BUCKHANNON WV<br>US |  | DIVISION OF HIGHWAYS<br>EQUIPMENT DIVISION<br>83 BRUSHY FORK RD<br>CROSSING<br>BUCKHANNON WV<br>US |  |

| Line | Comm Ln Desc  | Qty     | Unit Issue | Unit Price  | Total Price |
|------|---------------|---------|------------|-------------|-------------|
| 1    | Parts Washers | 3.00000 | EA         | \$26,007.80 | \$78,023.40 |

| Comm Code | Manufacturer             | Specification | Model #            |
|-----------|--------------------------|---------------|--------------------|
| 25191742  | Safety-Kleen Systems Inc |               | 9800 Spray Cabinet |

**Extended Description:**  
Parts washers

**SCHEDULE OF EVENTS**

| Line | Event                                  | Event Date |
|------|--|------------|
| 1    | TECHNICAL QUESTION DEADLINE 10:00 A.M. | 2023-10-11 |

**SOLICITATION NUMBER: ARFQ DOT2400000027**  
**Addendum Number: 1**

---

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum 1 is issued for the following reason:

1.To attach vendor questions and Agency responses

No other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

## Technical Questions and Agency Answers

ARFQ DOT2400000027

### WVDOH-Parts Washer

#### Technical Question (1):

Shall be front load with door mounted turn table, Minimum motor power 5HP- Model 9800 matches this specification, model 9600 has 3HP

#### Agency Answer (1):

**We will not accept 3HP motor power. 5HP stays as the minimum. Turn Table must be door mounted.**

#### Technical Question (2):

2KW minimum electric wash heater power- Model 9800 has 13.5KW, Model 9600 9 KW.

#### Agency Answer (2):

**We will not accept a 9KW heater. 12KW stays as the minimum.**

#### Technical Question (3):

Pump power shall be a minimum 5 HP- Model 9800 matches this specification, model 9600 has 3 hp

#### Agency Answer (3):

**We will not accept 3HP. 5HP stays as the minimum.**

#### Technical Question (4):

Does the washer need to be stainless or mild steel?

#### Agency Answer (4):

**We will accept stainless or mild steel.**

#### Technical Question (5):

SK Model- 9800 which exceeds all specs but is only manufactured in stainless steel.

#### Agency Answer (5):

**We will accept stainless steel construction.**





**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ARFQ DOT240000027**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Safety- Kleen Systems, Inc

Company



Authorized Signature

Date

10/13/23

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



**State of West Virginia  
Agency Request for Quote  
Highways**

|   |                            |  |                |
|---|----------------------------|--|----------------|
| <b>Proc Folder:</b> 1292726                     |                            | <b>Reason for Modification:</b><br>Addendum 1-To Attach Vendor Questions with Agency Answers |                |
| <b>Doc Description:</b> Addendum 1-Parts Washer |                            |  |                |
| <b>Proc Type:</b> Agency Purchase Order         |                            |  |                |
| <b>Date Issued</b>                              | <b>Solicitation Closes</b> | <b>Solicitation No</b>   | <b>Version</b> |
| 2023-10-12                                      | 2023-10-16 14:30           | ARFQ 0803 DOT2400000027  | 2              |

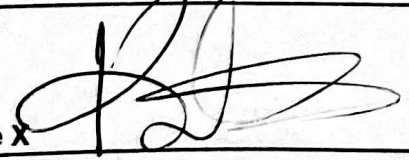
**BID RECEIVING LOCATION**

BUDGET & PROCUREMENT  
 DIVISION OF HIGHWAYS  
 BLDG 5, RM A-317  
 1900 KANAWHA BLVD E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** VS0000043989  
**Vendor Name :** Safety-Kleen Systems Inc  
**Address :** 42 Long Water Drive  
**Street :**  
**City :** Norwell  
**State :** MA **Country :** US **Zip :** 02061  
**Principal Contact :** Kendrick Harrison  
**Vendor Contact Phone:** 312-550-2820 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jerry D Rush  
 304-414-6683  
 jerry.d.rush@wv.gov

**Vendor Signature X**  **FEIN#** 39-6090019 **DATE** 10/13/23

**ADDITIONAL INFORMATION**

Addendum 1

To Attach Vendor Questions with Agency Answers

No Other Changes

| INVOICE TO  |  | SHIP TO  |  |
|---|--|--|--|
| DIVISION OF HIGHWAYS<br>EQUIPMENT DIVISION RT 33<br>83 BRUSHY ROAD<br>CROSSING, PO BOX 610<br>BUCKHANNON WV<br>US |  | DIVISION OF HIGHWAYS<br>EQUIPMENT DIVISION<br>83 BRUSHY FORK RD<br>CROSSING<br>BUCKHANNON WV<br>US |  |

| Line | Comm Ln Desc  | Qty     | Unit Issue | Unit Price  | Total Price |
|------|---------------|---------|------------|-------------|-------------|
| 1    | Parts Washers | 3.00000 | EA         | \$26,007.80 | \$78,023.40 |

| Comm Code | Manufacturer              | Specification | Model #            |
|-----------|---------------------------|---------------|--------------------|
| 25191742  | Safety-Kleen Systems Inc. |               | 9800 Spray Cabinet |

**Extended Description:**  
Parts washers

**SCHEDULE OF EVENTS**



| <u>Line</u> | <u>Event</u>                           | <u>Event Date</u> |
|-------------|--|-------------------|
| 1           | TECHNICAL QUESTION DEADLINE 10:00 A.M. | 2023-10-11        |

|              | Document Phase | Document Description    | Page |
|--------------|----------------|-------------------------|------|
| DOT240000027 | Final          | Addendum 1-Parts Washer | 3    |

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**VENDOR: Safety-Kleen Systems Inc.**

| Item No.   | Description:                 | Model & Part Number Being Bid  | Estimated Unit Quantity | Unit Price  | Item Total Cost    |
|--|------------------------------|--|-------------------------|-------------|--------------------|
| 1  | Alkota parts washer or equal | Model# 9800<br>PN# 64625-01  | 3                       | \$26,007.80 | \$78,023.40        |
| <b>Total Bid Cost</b>  |                              |    |                         |             | <b>\$78,023.40</b> |
| <b>Bid Will Be Awarded To The Lowest Overall Bid Total For All Items</b> |                              |  |                         |             |                    |
| <b>Vendor Information</b>  |                              |  |                         |             |                    |
| Company Name: Safety-Kleen Systems Inc                                   |                              |  |                         |             |                    |
| Contact Manager: Kendrick Harison  |                              |  |                         |             |                    |
| Address: 42 Long Water Drive, Norwell, MA- 02061                         |                              |  |                         |             |                    |
| Phone: 312-550-2820  |                              |  |                         |             |                    |
| Fax: NA  |                              |  |                         |             |                    |
| E-mail: govcontracts@safety-kleen.com                                    |                              |  |                         |             |                    |
| Signature:   |                              |  |                         |             |                    |

# Fountain Model 9800 Front Loading Spray Washer



## Standard Features:

- Low water shut-off
- Swing away spray bar
- Oil Skimmer
- Chip Tray
- Parts Tree
- Heat Timer
- Adjustable thermostat
- Lid Safety Switch
- Tank Drain

## Optional Features:

- Dual function 7 day, 24 hr programmable timer
- Auto fill with chemical injector system
- Heat Upgrades
- Pump Upgrades

| Model | Turntable Diameter(in) | Inside Working Height (in) | Weight Capacity (lb) | Pump (hp) | Pump Output (psi/gpm) | Solution Capacity (gallons) | Heat Capacity (kw) | Overall Dimensions (L x W x H) |
|-------|------------------------|----------------------------|----------------------|-----------|-----------------------|-----------------------------|--------------------|--------------------------------|
| 9800  | 40                     | 52                         | 1250                 | 5         | 50/140                | 135                         | 13.5               | 54.5 x 60 x 77                 |

Available in 230V-3Phase & 460V-3Phase  
Available in Stainless Steel Only





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2023

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 have ADDITIONAL INSURED provisions or 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><br>Willis Towers Watson Northeast, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | <b>CONTACT NAME:</b> Willis Towers Watson Certificate Center<br><b>PHONE (A/C. No. Ext):</b> 1-877-945-7378 <b>FAX (A/C. No.):</b> 1-888-467-2378<br><b>E-MAIL ADDRESS:</b> certificates@willis.com |  |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  |
| <b>INSURED</b><br>Safety Kleen Systems Inc.<br>and its affiliates<br>42 Longwater Drive<br>Norwell, MA 02061                     | <b>INSURER A:</b> Starr Indemnity & Liability Company <b>NAIC #</b> 38318   |  |
|  | <b>INSURER B:</b> ACE American Insurance Company <b>22667</b>   |  |
|  | <b>INSURER C:</b>   |  |
|  | <b>INSURER D:</b>   |  |
|  | <b>INSURER E:</b>   |  |
|  | <b>INSURER F:</b>   |  |

**COVERAGES**      **CERTIFICATE NUMBER:** W30609373      **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 INSD | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> XCU<br><input checked="" type="checkbox"/> Contractual<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | 1000090736221    | 11/01/2022              | 11/01/2023              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> MCS-90   |           |          | 1000679502221    | 11/01/2022              | 11/01/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          | 1000095587221    | 11/01/2022              | 11/01/2023              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> No    N/A   |           |          | 1000005137 (AOS) | 11/01/2022              | 11/01/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                  |
| A        | <b>Workers Compensation &amp; Empl Liab</b><br>(AK, AZ, IA, NJ, NY NC, VT, CT)<br>Per Statute   |           |          | 100 0005140      | 11/01/2022              | 11/01/2023              | E.L. EACH ACCIDENT \$2,000,000<br>E.L. DISEASE - EA EMP \$2,000,000<br>E.L. DISEASE-POL LMT \$2,000,000   |


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

Scope of Work :All Operations of Named Insured

Umbrella is follow form over the General Liability, Auto Liability, and Employer's Liability.

SEE ATTACHED

**CERTIFICATE HOLDER**      **CANCELLATION**

|   |   |
|---|---|
| State of West Virginia<br>Attention: DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33<br>83 BRUSHY ROAD, CROSSING<br>BUCKHANNON, WV 26201 US | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|



**ADDITIONAL REMARKS SCHEDULE**

|  |                         |   |  |
|--|-------------------------|---|--|
| AGENCY<br>Willis Towers Watson Northeast, Inc. |                         | NAMED INSURED<br>Safety Kleen Systems Inc.<br>and its affiliates<br>42 Longwater Drive<br>Norwell, MA 02061 |  |
| POLICY NUMBER<br>See Page 1                    |                         | EFFECTIVE DATE: See Page 1  |  |
| CARRIER<br>See Page 1                          | NAIC CODE<br>See Page 1 |   |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is named as an Additional Insured for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318  
 POLICY NUMBER: 1000005138 (MA, FL) EFF DATE: 11/01/2022 EXP DATE: 11/01/2023

| TYPE OF INSURANCE:                                     | LIMIT DESCRIPTION:  | LIMIT AMOUNT:                             |
|--|---|---|
| Workers Compensation & Employers Liability Per Statute | E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMP<br>E.L. DISEASE-POL LMT | \$2,000,000<br>\$2,000,000<br>\$2,000,000 |

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318  
 POLICY NUMBER: 1000679513221 EFF DATE: 11/01/2022 EXP DATE: 11/01/2023

ADDITIONAL INSURED: Y

| TYPE OF INSURANCE:   | LIMIT DESCRIPTION:          | LIMIT AMOUNT: |
|--|-----------------------------|---------------|
| Auto Liability (MA)<br>Any Auto, Owned Autos only,<br>Hired Autos only, Non-owned Autos only | CSL (Ea accident)<br>MCS-90 | 5,000,000     |

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667  
 POLICY NUMBER: COO G27416603 008 EFF DATE: 11/01/2022 EXP DATE: 11/01/2023

| TYPE OF INSURANCE:               | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|----------------------------------|--------------------|---------------|
| Contractor's Pollution Liability | Each Claim         | \$10,000,000  |
|                                  | All Claims         | \$10,000,000  |
|                                  | SIR                | \$250,000     |

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667  
 POLICY NUMBER: COO G27416603 008 EFF DATE: 11/01/2022 EXP DATE: 11/01/2023

| TYPE OF INSURANCE:     | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|------------------------|--------------------|---------------|
| Professional Liability | Each Claim         | \$10,000,000  |
|                        | All Claims         | \$10,000,000  |
|                        | SIR                | \$250,000     |



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

|   |  |
|---|--|
| <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><div style="font-size: 1.2em; font-weight: bold; text-align: center;">SAFETY-KLEEN SYSTEMS, INC</div>   |  |
| <b>2</b> Business name/disregarded entity name, if different from above   |  |
| <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): |
| <input type="checkbox"/> Individual/sole proprietor or single-member LLC  | <input checked="" type="checkbox"/> C Corporation  |
| <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____  | <input type="checkbox"/> S Corporation   |
| <input type="checkbox"/> Other (see instructions) ► _____   | <input type="checkbox"/> Partnership   |
| <input type="checkbox"/> Trust/estate   | <input type="checkbox"/> Trust/estate  |
| <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. |  |
| <b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br><div style="font-size: 1.1em;">42 LONGWATER DRIVE PO BOX 9149</div>   | <b>7</b> List account number(s) here (optional)  |
| <b>6</b> City, state, and ZIP code<br><div style="font-size: 1.1em;">NORWELL, MA 02061-9149</div>   | <b>Requester's name and address (optional)</b>   |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |   |
|---------------------------------------|---|
| <b>Social security number</b>         |   |
|                                       |   |
|                                       |   |
|                                       |   |
|                                       |   |
|                                       |   |
| <b>or</b>                             |   |
| <b>Employer identification number</b> |   |
| 3                                     | 9 |
| -                                     | 6 |
| 0                                     | 9 |
| 0                                     | 0 |
| 1                                     | 9 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                            |                 |
|------------------|----------------------------|-----------------|
| <b>Sign Here</b> | Signature of U.S. person ► | Date ► 1/5/2023 |
|------------------|----------------------------|-----------------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*