



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

Solicitation

| |
|-----------|
| NUMBER |
| ABATMNT12 |

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| PAGE |
| 1 |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| CONNIE OSWALD 304-558-2157 |

VENDOR

*907121402 304-281-2299
 RAZE INTERNATIONAL INC
 4295 CENTRAL AVE

 SHADYSIDE OH 43947-1276

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| |
|-------------------|
| DATE PRINTED |
| 10/22/2012 |
| BID OPENING DATE: |
| 11/27/2012 |

BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| 0001 | 1 | JB | | 910-38 | | |
| REQUEST FOR QUOTE BLANKET OPEN-END STATEWIDE CONTRACT THE PURCHASING DIVISION FOR THE STATE OF WEST VIRGINIA IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE ASBESTOS ABATEMENT FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS PER THE ATTACHED SPECIFICATIONS. BID OPENING: NOVEMBER 27, 2012 AT 1:30 PM MANDATORY PRE-BID MEETING: NOVEMBER 9, 2012 AT 10:00 AM LOCATION: WEST VIRGINIA PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 01/03/13 12:22:48 PM West Virginia Purchasing Division ASBESTOS ABATEMENT SERVICES PER THE ATTACHED SPECIFICATIONS. ORDERING PROCEDURES: IF THE WORK IS UNDER \$25,000 THE AGENCY SHALL ISSUE A | | | | | | |
| INSULATION SERVICES | | | | | | |

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|------------------------|------------------------|-----------------------------------|
| SIGNATURE <i>M J R</i> | TELEPHONE 740-671-0077 | DATE 1/3/13 |
| TITLE PRESIDENT | FEIN 34-1924028 | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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| <p>WV-39 TO THE WINNING CONTRACT HOLDER UNDER ABATMNT12 FOR ANY ASBESTOS ABATEMENT PROJECT IN EXCESS OF \$25,000 THE AGENCY SHALL SUBMIT A WV-35 AND ALL SUPPORTING DOCUMENTATION FOR PROCESS WITH QUOTE TO THE PURCHASING DIVISION FOR RELEASE. THE PURCHASING DIVISION WILL OBTAIN THE LABOR AND MATERIAL BOND AND PERFORMANCE BOND ALONG WITH REQUIRED INSURANCE PRIOR TO RELEASE.</p> <p>AGENCIES SHALL SOLICIT QUOTES FIRST FROM THE LOWEST VENDOR AND PROVIDE THE SCOPE OF SERVICES, IDENTIFYING JOB LOCATION, PREFERRED DATES OF SERVICE, DIAGRAM (IF AVAILABLE) AND OTHER SPECIAL INSTRUCTIONS. AGENCIES MAY REQUEST ON-SITE INSPECTION FOR QUOTING PURPOSES. VENDOR MUST SUPPLY QUOTE TO THE AGENCY WITHIN 10 BUSINESS DAYS AFTER RECEIPT OF REQUEST. IN THE EVENT THE LOWEST VENDOR IS UNABLE TO PROVIDE REQUIRED SERVICE IN THE SPECIFIED TIME FRAME, AGENCY SHALL OBTAIN A WAIVER INDICATING THEY CAN NOT SUPPORT THE JOB. ONCE THE WAIVER IS OBTAINED, THE AGENCY WILL CONTACT THE NEXT LOWEST VENDOR AND FOLLOW THE SAME PROCEDURES. IF THE NEXT LOWEST VENDOR CAN NOT PERFORM THE WORK AND A WAIVER HAS BEEN OBTAINED, THE AGENCY WILL THEN CONTACT THE NEXT LOWEST VENDOR AND FOLLOW THE SAME PROCEDURES UNTIL A BID HAS BEEN OBTAINED.</p> <p>REFERENCE INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS ATTACHED.</p> | | | | | | |

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| SIGNATURE | <i>M. A. B.</i> | TELEPHONE | 740-671-0077 | DATE | 1/3/13 |
| TITLE | PRESIDENT | FEIN | 34-1924028 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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|---|----------|-----|----------|-------------|------------|--------|
| ***** THIS IS THE END OF RFQ ABATMNT12 ***** TOTAL: | | | | | | |

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|------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>M. K. B.</i> | TELEPHONE 740-671-0077 | DATE 1/3/13 |
| TITLE PRESIDENT | FEIN 34-1924028 | ADDRESS CHANGES TO BE NOTED ABOVE |

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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 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.
- 3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

November 9, 2012 at 10:00 am
 Location:
 Purchasing Division, Building #15
 2019 Washington Street, East
 Charleston, WV 25305

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order 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 non-binding.

Question Submission Deadline:

Submit Questions to:

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax:

Email:

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"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.

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

November 27, 2012 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. 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.
9. **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.

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
 Upon Award
and extends for a period of 1 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 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.
6. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

| **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| **Commercial General Liability Insurance:**
 \$1,000,000.00 minimum or more.

| **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

| General Property Damage - \$1,000,000.00 minimum

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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 above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | See section 7; Item 7.2 for Asbestos Worker & Asbestos Supervisor Certification |
| <input checked="" type="checkbox"/> | West Virginia Contractors License |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein 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.

11. 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.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

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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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. 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.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) 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 submission of its bid 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.
- 23. 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.
- 24. CANCELLATION:** The Purchasing Division Director 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 Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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 heath, 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:

- a. 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

- b. 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.

53. 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:

Contractor's License No.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids to establish an open ended statewide contract for the removal, encapsulation, and remediation of Asbestos Containing Material. This Contract will be available to Agencies of the State of West Virginia and its political subdivisions.

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 **“Abatement Services”** means work performed under this Contract to control or limit asbestos fiber releases from ACM and includes, but is not limited to stripping, removal, encapsulation, disposal, and wet cleaning, in compliance with all applicable laws, regulations, and ordinances, including, but not limited to, the requirements of West Virginia Department of Environmental Protection and Department of Health and Human Resources Asbestos Compliance Division.

 - 2.2 **“ACM” or “Asbestos Contaminated Material”** means any building product made from, coated with, or containing asbestos.

 - 2.3 **“Air Lock”** means a system for entrance or exit that does not permit air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.

 - 2.4 **“Air Sampling”** means the process of measuring the fiber content or particulate mass of a specific volume of air at a specific point in time.

 - 2.5 **“Amended Water”** means water to which an appropriate surfactant has been added. This surfactant must meet the minimum specifications set forth by the EPA.

 - 2.6 **“Asbestos Filtration Device”** means filtered exhaust ventilation equipment used for drawing air from inside Enclosed Work Areas with at least three filter stages, including readily accessible pre-and secondary filters, and a final filter which must be a High Efficiency Particulate Air (HEPA) filter rated 99.97% effective in capturing particles having diameters of 0.3 micrometers or greater.

 - 2.7 **“Barrier”** means polyethylene sheeting and/or other materials which, when used in conjunction with the existing floors, ceiling and walls of the structure, form the containment area.

- 2.8 **“Enclosed Work Area”** means the area inside the Barrier that contains ACM that will be abated.
- 2.9 **“Clean Room”** means an uncontaminated area or room outside the Enclosed Work Area and part of the Work Area Insulation Structure, with provisions for storage of worker's street clothes and protection equipment.
- 2.10 **“Curtained Doorway”** means a device to allow entrance or exit from one room to another while restricting air movement between the rooms. Typically constructed by placing three overlapping sheets of polyethylene film over an existing or temporarily framed doorway, securing all sheets along the top of the doorway, securing the vertical edge of the outside sheet along one vertical side of the doorway, the second sheet along the doorway vertical edge opposite the first, and the third sheet around the entire doorway (including base). The third sheet should be slit down the center to within one foot of each end to facilitate access by personnel. Two "Curtained Doorways" should be spaced a minimum of three feet apart to form an "Air Lock".
- 2.11 **“Disposal”** means transporting and depositing of the ACM stripped and/or removed from the building to an approved waste disposal site in compliance with State and Federal laws and regulations.
- 2.12 **“Encapsulant”** or **“Sealant”** means all materials and procedures necessary to prevent the release of asbestos and transport and deposit the ACS stripped and/or removed from the building to an approved waste disposal site.
- 2.13 **“Encapsulation”** means all procedures necessary to coat ACS with an encapsulant to control the possible release of asbestos fibers into the ambient air; also specified procedures necessary to render inaccessible ACS non-friable and incapable to releasing asbestos fibers into the ambient air.
- 2.14 **“Equipment Room”** means a contaminated area or room inside the Enclosed Work Area which is part of the Work Area Isolation Structure, with provisions for storing of contaminated clothing and equipment.
- 2.15 **“HEPA”** means high efficiency particulate air.
- 2.16 **“HEPA Vacuum Equipment”** means High Efficiency Particulate Air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers.

- 2.17 **“HVAC”** means heating, ventilating, and air conditioning and includes all supply and return ductwork, unit ventilators, fan-coil units, blower cabinets and fans, control devices, damper assemblies and other mechanical equipment.
- 2.18 **“Independent Testing Laboratory”** means a qualified organization capable of performing necessary Air Sampling and other testing requirements of asbestos abatement projects.
- 2.19 **“Lagging”** means insulation used to prevent heat floss from pipes, boilers, and similar equipment.
- 2.20 **“NIOSH”** means National Institute for Occupational safety and Health.
- 2.21 **“OSHA”** means United States Department of Labor, Occupational Safety and Health Administration.
- 2.22 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- 2.23 **“Removal”** means all specified procedures necessary to gather, transport and dispose of ACM.
- 2.24 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as ABATMNT12.
- 2.25 **“Stripping”** means all specified procedures necessary to remove ACM.
- 2.26 **“Surface Sample”** means a wipe or bulk sample taken from the suspect surface to ascertain the presence of asbestos fibers.
- 2.27 **“Surfactant”** means a chemical wetting agent added to water to reduce its surface tension and thereby improve its penetrating capabilities into ACM.
- 2.28 **“8-Hour TWA”** means the time-weighted average for an eight-hour day; used in expressing some airborne asbestos fiber concentrations.
- 2.29 **“Wash Room”** means a shower between the Clean Room and the Equipment Room in the Work Area Isolation Structure, with facilities for showering and equipment cleaning.
- 2.30 **“Wet Cleaning”** means the process of removing ACM from building surfaces, equipment, objects, tools, disposal containers, etc. with a liquid, generally water.

2.31 “Work Area” means the area in and around which Vendor is performing Abatement Services.

2.32 “Work Area Isolation Structure” means a series of connected rooms, typically consisting of a Clean Room, Wash Room, and Equipment Room, to permit equipment and personnel movement to and from the Enclosed Work Area while preventing airflow from the Enclosed Work Area. It is also used for the decontamination of workers, materials and equipment. A Work Isolation Structure always contains at least one Air Lock.

3. **SCOPE OF WORK:** Vendor shall provide all equipment, material, and labor necessary to perform Abatement Services.

3.1 Abatement Services provided under this Contract will include:

- 3.1.1 Stripping, Removal, Encapsulation, Disposal, and Wet Cleaning, in compliance with all applicable laws, regulations, and ordinances;
- 3.1.2 Sealing all surfaces from which ACM or suspected ACM was removed and sealing of all exposed edges of any remaining ACM that is to remain in place.
- 3.1.3 HEPA vacuuming and Wet Cleaning all surfaces inside and outside of the Enclosed Work Area as needed;
- 3.1.4 Ensuring that the worksite is properly maintained to protect public safety;
- 3.1.5 Insulating and fireproofing of various structures from which ACM has been sealed or removed.
- 3.1.6 Restoration of all property, private or public, affected by Abatement Services to its original condition or better;
- 3.1.7 Providing clearance reports, final reports, and project manuals that include descriptions of work in all locations, waste manifests signed by landfill representatives, and all other documents related to this project; and
- 3.1.8 Any other task required by the West Virginia Department of Environmental Protection and Department of Health and Human Resources Asbestos Compliance Division to properly provide Abatement Services.

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3.2 The scope of Abatement Services required under this Contract may vary from project to project as needed. There is no guarantee of any kind regarding the amount or type of Abatement Services that will be required under this Contract.

3.3 Vendor must perform Abatement Services after regular working hours, on weekends, or on holidays unless otherwise scheduled with the Agency.

4. CONTRACT AWARD AND PRICING:

*VOID
SEE ADD 5 PG 7
AWARD CRITERIA
PG 7 OF ADD.*

~~4.1 This Contract shall be awarded to the Vendor that meets or exceeds the specifications contained herein and provides the lowest combined total price for Abatement Services requested in the three bid scenarios.~~

~~The Purchasing Division may award this contract to multiple vendors to ensure adequate coverage for the entire state of West Virginia. If multiple awards are made, the vendor submitting the lowest combined total price for Abatement Services required in the bid scenarios shall receive first priority for orders, the vendor submitting the second lowest combined total price shall receive the second priority, and so on.~~

4.2 Vendor should also list a unit price for each activity shown on the pricing pages. Vendor must use the unit prices quoted to calculate the total price for Abatement Services in the bid scenarios. The total price for Abatement Services for each scenario is then combined to make up the lowest combined total price. The Purchasing Division reserves the right to adjust Vendor's bid to reflect the proper unit price quoted on the Pricing Pages.

4.3 Unit prices must include all labor, materials, equipment, supplies, transportation, cost of mobilization, demobilization, etc. necessary to perform Abatement Services. These items will not be paid for separately and Vendor shall not include them on invoices to the Agency.

4.4 Notwithstanding anything contained herein, insulation and fireproofing will be billed at unit prices separate from unit prices for other Abatement Services as evidenced by the Pricing Pages.

5. ORDERING PROCEDURES:

- 5.1. Agencies desiring to utilize this contract shall contact the first priority vendor to request Abatement Services. If the first priority vendor is unable to perform in the time period requested by the Agency, then the Agency may contact the second priority vendor in an effort to obtain Abatement Services, and so on until a vendor has been selected.
- 5.2. Agency shall issue a WV-39 release order to the Vendor that will perform the Abatement Services hereunder. Vendor shall not perform work under this Contract until a release order has been issued.
- 5.3. Agency's WV-39 release order shall include a date and time on which Vendor must commence Abatement Services.
- 5.4. Vendor must respond to emergency requests for Abatement Services within 8 hours of being notified of the same by Agency.

6. INVOICING AND PAYMENT:

- 6.1. Vendor shall invoice Agency for work performed under this Contract in accordance with the unit prices quoted on the Pricing Pages. All invoices must contain a list of the work performed, broken down into the individually priced units, a list of the unit prices for the work, a total for each category of work performed, and a total cost of all work performed.
- 6.2. The cost of any repairs necessitated by damage caused by Vendor during its providing of Abatement Services shall be deducted from any invoice.
- 6.3. Agency will only make final payment upon delivery of all required documentation and verified satisfactory completion of all Abatement Services requested.
- 6.4. Vendor may request monthly payments based on work completed if a schedule of completion and payment is submitted and approved by the Agency in advance.

7. VENDOR QUALIFICATIONS:

- 7.1. Vendor must provide a listing and brief summary of all incidents in which Vendor was cited for noncompliance with federal or state regulations within the past 24-months and any corrective action that was taken.

The Purchasing Division reserves the right to reject Vendor's bid if the Purchasing Division determines that Vendor's noncompliance represents a risk to the State of West Virginia.

- 7.2. All work is to be performed by personnel with a minimum of a current Class I Asbestos Worker Certification, and under the supervision of a Class II Asbestos Supervisor.
- 7.3 All contractors shall have shirts with a company logo identifying whom they work for.

8. WORK AREA SECURITY: Vendor is responsible for security of the Work Areas of each project and/or facility.

- 8.1. **Security:** The Vendor must provide security measures to prevent any unauthorized accidental entry into the Work Area. The Vendor must post hazard warning signs at all points of possible access to the Work Area. The signs must contain the specific wording required by OSHA and EPA.
- 8.2. **Limited Entry:** Vendor must limit entry into all Work Areas to its personnel, the Architect or Engineer's authorized representative, authorized Agency representatives, and Government Regulatory Agency personnel legally entitled to inspect the project. All persons entering the Work Areas must be properly protected against exposure to asbestos.
- 8.3. **Visitor Log:** Vendor shall maintain a visitor's log for each project that must be signed by each visitor and contain the date and time of each visit, duration of time in Work Area, activities in the Work Area, safety precautions used, protective equipment used, etc. Visitors include anyone at the site other than Vendor's authorized personnel. Agency personnel, the architect, engineer, and inspectors are all examples of visitors. Vendor shall make the Visitor's Log available for inspection upon Agency's request. At the completion of any project, Vendor must forward a copy of the Visitor Log to Agency.

9. PROJECT COMPLETION:

- 9.1. Final Project Clearance:** A project will not be deemed complete under this contract unless it has obtained final project air clearance results from a third party WV licensed air clearance monitor when containments are used to remove asbestos. All air clearance results must be less than or equal to 0.01 fibers per cubic centimeter. When an abatement project does not require containment, the project will not be considered complete until the owner's asbestos project manager has inspected the area.
- 9.2. Final Vendor Inspection:** At the conclusion of Abatement Services, Vendor shall conduct a thorough inspection of the entire Work Area. If any dust or other debris is observed, in addition to any requirement of the specifications, Vendor shall perform additional Abatement Services to remove dust and/or debris.

10. RECORDS:

- 10.1. Project Log:** Vendor must maintain a daily Project Log for each project. The Log must include the following information:
- 10.1.1.** Name and location of the project,
 - 10.1.2.** Name of the project superintendent and the actual time that the project superintendent is physically on site,
 - 10.1.3.** Brief description of work performed,
 - 10.1.4.** Name of each employee on site,
 - 10.1.5.** Description of any significant events, incidents, or unusual occurrences (including but not limited to, deviations of plans, specifications, contract requirements noted by the Agency, Engineer, Architect, Inspector, air-sampling technician, or Vendor's Representative, emergencies, accidents or dangerous conditions, and steps taken to assure continued security of the Work Area), and

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10.1.6. Copies of routine inspection reports, results of Air Sampling and analysis, project minutes, disposal forms, and any other routine documents (including project Purchase Order) relating to project activities.

10.2. **Asbestos Disposal Form:** All ACM must be disposed of properly and deposited in an EPA approved landfill. The Vendor must secure an Asbestos Disposal Form or manifest for each separate load of ACM delivered to the landfill. Copies of all documents relating to disposal must be placed and retained in the Project Log.

10.3. **Records Retention:** Vendor must comply with all submittal, documentation, and notice requirements set forth by the EPA, OSHA, all other federal, state, and local regulatory agencies, and the project specifications. Copies of all submittals, documents, and notices that are produced or are given to the Agency or to any governmental agency must be retained in the Project Log.

10.4. **Copies Required:** Vendor shall make the Project Log and any other documents available for inspection upon Agency's request. At the completion of any project, Vendor must forward a copy of the Project Log and any other documents to Agency.

11. **LIABILITY:** Vendor will be responsible for any damage from ACM or asbestos fiber release occurring during performance of Abatement Services.

12. **WARRANTY:** In addition to any other warranty contained in the terms and conditions:

12.1. All workmanship and materials shall be guaranteed for a minimum of one (1) year from final acceptance unless manufacturer's standard approved warranty is greater;

12.2. The vendor warrants that all goods and services furnished will be designed, constructed, and performed so as to comply with the William Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued there under by any applicable governmental authority;

12.3. The vendor warrants that all chemical substances sold by it to the State of West Virginia comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued there under by all applicable governmental authorities.

13. MATERIALS SUPPLIED:

13.1. The Vendor shall furnish the Agency with a Material Safety Data Sheet disclosing all potentially hazardous substances in any product that the Vendor sells or offers for sale to the State of West Virginia.

13.2. It is the intention of the State of West Virginia not to purchase any products that contain asbestos or asbestos components in the equipment or materials to be supplied by the Vendor. Vendor warrants that all equipment and materials to be supplied under this Contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the Vendor and accepted in writing by the State.

14. COMPLIANCE WITH ABATEMENT LAWS: Vendor shall comply with and ensure that all its personnel and all subcontractors performing under this Contract understand and comply with all applicable laws rules, regulations, and interpretations of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), the U.S. Environmental Protection Agency (EPA) and all other state, federal, county, and other agencies having jurisdiction over Abatement Services.

Those applicable laws, rules, and regulations include, but are not limited to:

West Virginia Code §16-32-1, et seq.

Regulations for Asbestos (Code of Federal Regulations Title 40 CFR, Part 61, Subparts A and M). (Issued April 5, 1984).

OSHA-Asbestos Regulations (Code of Federal Regulations Title 29 CFR, Part 1910, Section 1910.1001).

EPA-Office of Toxic Substances Guidance Document, "Asbestos-Containing Materials in School Buildings," Part 1 and Part 2.

EPA-Office of Pesticides and Toxic Substances publication "Guidance for controlling Friable Asbestos-Containing Materials in Buildings" (EPA 560/5-83-002).

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NIOSH publications, "Respiratory Protection... An Employer's Manual" and "Respiratory Protection... A Guide for the Employee".

U.S. Department of Transportation (DOT) Hazardous Materials Regulations Code of Federal Regulations Title 49, CFR Parts 172.101 and 173.1090. OSHA-General Industry Safety and Health Standard Title 29 CFR Section 191.0.134.

OSHA-Construction Industry Safety and Health Standards Title CFR Section 1926.1 -.1051

OSHA-Hazardous Communications Regulations Title 29 CFR Section 1910.120.

Vendor shall make a copy of the OSHA Regulations 19101 and EPA Regulations of Part 61, Sup-Part M governing asbestos stripping procedures available for viewing at each location that Abatement Services are being performed under this Contract.

15. PERSONAL PROTECTION:

15.1. Respiratory Protection Equipment: Subject to any more stringent requirements imposed by applicable law or project specification, the Vendor must comply with the following at a minimum.

15.1.1. The Vendor must provide all workers and those who have access to abatement Work Areas with personally issued and marked respiratory protection equipment approved by NIOSH/OSHA as suitable protection against airborne asbestos fibers in the concentration being experienced at each project. Respirators issued to site visitors must, at minimum, provide the same level of protection against airborne asbestos fibers as those issued to workers.

15.1.2. The Vendor must have and strictly enforce all provisions of a written Respiratory Protection Program at least as stringent as required by law. As part of this Program, all persons using respirators must be thoroughly instructed in the following details:

- i. Proper use
- ii. Care, cleaning, and sanitizing
- iii. Limitations
- iv. Maintenance
- v. Emergency procedures
- vi. Prohibition of facial hair

Documentation of actual receipt of this training must be obtained by signature from each person using respirators. The signed forms and the Respiratory Protection Program must be placed and maintained in the Project Log. The Vendor must not allow a person who has not actually received such training and acknowledged receipt of the training to access to the Work Area.

15.1.3. The following minimum standards must be adhered to with regard to Respiratory Protection Equipment, unless a higher standard is required by a governmental agency or Vendor policy.

15.1.3.1. Air purifying half-face respirators with HEPA filters will be used for all setup when (unless an industrial hygienist certifies in writing that no such respirators are required) the possibility that airborne asbestos fibers exist.

15.1.3.2. Positive pressure respirators must be used for Removal work. These may include powered-air respirators (PAR) or air supplied respirators (Type C), and should be on constant flow design. If PAR respirators are used, the filters must meet HEPA performance criteria as defined by NIOSH.

15.1.3.3. At anytime when work-place airborne fiber concentrations are expected or demonstrated by Air Sampling to exceed 5.0 fibers/cc, only type C respirators can be used.

15.1.3.4. Single-use, disposal respirators must not be used at any time.

15.2. Protection Procedures: Subject to any more stringent requirements of applicable law, rule, ordinance, or the project specifications, the Vendor must comply with the following procedures:

15.2.1. Every person must, prior to every entry into an Enclosed Work Area, remove all street clothes in the Clean Room and put on their respirator and clean protective clothing before passing through the Wash Room to the Enclosed Work Area.

15.2.2. Every person must, each time they leave a Work Area, remove all clothing, except their respirator, prior to entering the Wash Room. The person must then enter the Wash Room and flood their entire bodies, including head and face, with water and wash the respirator. This is necessary to remove any asbestos particles on the respirator, which could subsequently enter their breathing zones. Only after this procedure is complete, may the person remove their respirator and thoroughly wash the remainder of their bodies, especially hair and fingernails.

15.2.3. No persons will be permitted to bypass the safety procedures contained herein.

16. MISCELLANIOUS SAFETY AND MAINTENANCE PROCEDURES:

16.1. Layout of Work Area Entrance and Decontamination Structures: The Vendor must set up Work Area isolation/decontamination facilities in the manner specified in the specifications or applicable law, or if more stringent, consisting of three areas as follows:

16.1.1. The Equipment Room must be an area of sufficient size to accommodate at least one worker, a 6-mil disposal bag and container, and any equipment that the user wishes to store when not in use. The Equipment Room must not be physically separated from the Work Area Isolation Structure.

16.1.2. The Wash Room must have two curtained doorways of opaque polyethylene film, one to the Enclosed Work Area, and one to the uncontaminated area. At least one shower must be installed in this room for personal decontamination.

16.1.3. The Clean Room must be of sufficient size to accommodate at least one worker and storage of street clothing. The Clean Room must be in the uncontaminated area and be separated from any contaminated area by at least one Air Lock.

16.1.4. Prefabricated or trailer-type decontamination/entrance system may be used.

16.2. Maintenance of Isolation System and Barriers: At all times during any asbestos abatement project, the Vendor must routinely and frequently inspect and maintain the integrity of all Barriers and Curtained Doorways, and of the Work Area isolation Structure, and Enclosed Work Area. Special attention must be applied to taped joints. The Vendor must immediately repair damaged Barriers, Curtained Doorways, and other matters that may affect the integrity of the Enclosed Work Area and the Work Isolation Structure.

16.3. Use of Asbestos Filtration Devices (AFD): When required by applicable law, rule, or ordinance, Vendor must install and use Asbestos Filtration Devices (AFD) as part of an exhaust ventilation system to develop and hold a negative differential air pressure inside the Enclosed Work Areas.

16.4. Cleanup and Transportation of ACM: All polyethylene film, tape, cleaning material, clothing, respirator and AFD filters, and other disposable material or items used in the Enclosed Work Area must be treated and disposed of as ACM.

As disposal containers are filled, they must be sealed and moved to a staging area. The Vendor must remove ACM from the Enclosed Work Area on a regular basis. All waste containers must be thoroughly decontaminated before leaving the Enclosed Work Area.

When Loading filed disposal containers into the transport vehicles, the Vendor must: take steps to protect against rupture or other accidental opening of the sealed containers; assume any and all liability for any rupture or other opening of sealed containers.

Warning labels, having waterproof print and permanent adhesive, must be affixed to the sides of the disposal containers. Warning label must be conspicuous and legible, and they must be in accordance with EPA, OSHA, and DOT regulations.

16.5. Disposal of ACM: Disposal of ACM must comply with all applicable laws, rules, and ordinances including, but not limited to DOT, OSHA, and EPA regulations. The landfill must be licensed to accept asbestos by all federal,

state, and local authorities and proof of such license must be included in the project report. The Vendor must fully document actual disposal for each load of waste delivered to the designated landfill. Signature attesting to receipt of the waste by the landfill operator must be obtained from the landfill operator for each load.

16.6. Decontamination of Work Area and Site Cleanup:

16.6.1. Upon completion of all Abatement Services, all equipment, machinery, scaffolding, tools, etc. must be cleaned with Amended Water and removed from the Work Area.

16.6.2. After removing equipment and tools, the Vendor shall clean all surfaces inside the Enclosed Work Area, and any other part of the Work Area suspected of having asbestos fiber contamination, using Amended Water and/or HEPA filtered vacuum equipment, as appropriate.

16.6.3. After all surfaces and equipment have been thoroughly cleaned and final clearance air sample results have been obtained, the Work Area Isolation Structures can be removed and must be disposed of as ACM.

16.6.4. Vendor must conduct a detailed final inspection to ensure that no dust or debris remains on any surface and must immediately take any additional steps necessary to make sure the Work Area is free from asbestos fibers.

16.7. Final Restoration: Vendor is responsible for restoring the Work Area to conditions equal to or better than original. Any damages caused during the performance of abatement activities shall be repaired by the Vendor (e.g., paint peeled off by barrier tape, nail holes, water damage, broken glass, etc.), at no additional expense to the Agency.

17. INSULATION: Vendor shall insulate structures from which ACM has been removed or sealed in accordance with all applicable laws, rules, and ordinances, and as required by this Contract, the Agency, and Agency's representative.

17.1. Thermal and Acoustic Insulation: Vendor shall furnish and install all insulation necessary to the project and in accordance with the following type schedule. All insulation and accessories used in an air plenum space, and all duct covering and lining regardless of physical location, shall have a composite (insulation, jacket, & adhesive) fire and smoke hazard rating as tested under procedure ASTM E-84, NFPA 255 & UL 723, not exceeding a flame spread 25 and smoke developed 50. All other areas shall have insulating materials and accessories on pipes and vessels rated at a flame

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spread 25 and smoke developed 150 as tested by the same procedure. All calcium silicate shall be asbestos free.

Insulation Types: Subject to compliance with additional legal and regulatory requirements, Vendor shall provide insulation products of the following type:

Type (1): Fiberglass pipe insulation as manufactured by Certainteed, Owens-Corning, Knauf, or Manville. Insulation shall be suitable for applications to 650 deg F and shall have a "k" factor of .23 at 75 deg F mean temperature.

Type (2): Armaflex Ap elastomeric pipe insulation as manufactured by Armstrong. Insulation shall be suitable for applications from -40 to +220 deg F and shall have a "k" factor of .24 at 75 deg F mean temperature. Armaflex insulation shall have a fire/smoke rating of 25/50 under ASTM E84-75.

Type (3): Rigid fiberglass duct insulation as manufactured by Manville, Owens-Corning, Knauf or Certainteed. Insulation shall be suitable for applications to 450 deg F and shall have a "k" factor of .24 at 75 deg F mean temperature.

Type(4): Flexible fiberglass duct insulation as manufactured by Manville, Owens-Corning, Knauf or Certainteed. Insulation shall be suitable for applications to 250 deg F and shall have a "k" factor of .31 at 75 deg F mean temperature.

Type(5): Not Applicable Flexible fiberglass duct liner as manufactured by Manville, Owens-Not Applicable, Corning, Knauf or Certainteed. Insulation shall be coated with a black mat fire resistant coating on the air stream side. Insulation shall be suitable for applications to 250 deg F and shall have a "k" factor of .23 at 75-deg F mean temperature and a density of 2 pounds per cubic foot.

Type(6): Flexible board type fiberglass insulation as manufactured by Manville, Owens-Corning or Certainteed. Insulation shall be suitable for applications to 450 deg F and shall have a "k" factor of .35 at 200-deg F mean temperature and a density of 3 pounds per cubic foot.

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Type(7): Rigid block type calcium silicate insulation as manufactured by Manville, Owens-Corning, or PABCO. Insulation shall be suitable for applications to 800 degrees Fahrenheit mean temperature and a density of 14 lbs. per cubic foot. Jacketing shall be F.G.C. field applied 8.5-oz. glass-cloth lagging.

Type of Finish:

1. A.S.J. - All service jacket with self-seal lap.
2. F.G.C. - Field applied 8-1/2 oz. Glass cloth lagging.
3. F.F.V. - Foil faced Kraft paper vapor seal, factory applied.

17.2. Installation: All insulation shall be completed over clean dry surfaces. Insulation must be dry and in good condition. Wet or damaged insulation will not be acceptable. No insulation shall be applied prior to pressure test completion of the respective piping and/or duct system.

17.2.1. Pipe insulation: All pipe insulation shall be installed with joints butted firmly together. All valves and fittings shall be insulated using insulation equal in density and thickness to the adjoining insulation; or with insulation cement equal in thickness to the adjoining insulation or premolded insulated fittings. The insulation applied to the valves and fitting shall be covered with Zeston 25/50 rated PVC fitting covers as manufactured by Manville Corporation or equal. No staple area allowed penetrating the vapor barrier on cold systems unless specified by the Owner. (i.e. chilled water, cold water, down spouts.) All pipe insulation ends shall be tapered and sealed regardless of services.

All flexible elastomeric insulation shall have all fittings, butt ends, and seams sealed with vapor barrier adhesive.

All insulated, exposed vertical piping within the building, excluding the mechanical equipment rooms, and piping exposed to outdoors shall include a 0.016" thick aluminum jacket in addition to the normal finish. Vertical piping shall be protected to a height of 8'-0" above the floor. Reheat coils in supply air ductwork shall also have a 0.016" thick aluminum jacket.

17.2.2. Duct Insulation: Rigid duct insulation shall be impaled over welded pins and secured with white insulation caps. All seams shall be firmly butted, staggered, and sealed with white pressure-sensitive vapor-barrier tape. Do not use staples unless specified by Owner.

Wrap around duct insulation shall be applied with all joints butted firmly together. Insulation shall be cemented to the surface with

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fireproof adhesive applied in 6" wide strips on 12" centers. All joints in the insulation covering shall be sealed with adhesive. Where the duct is over 24" wide, the duct wrap shall be additionally secured to bottom of rectangular or oval ducts with mechanical fasteners on 16" centers to prevent sagging. Vapor barrier shall be legibly printed by the manufacturer to show nominal thickness and type of insulation.

Ductliner insulation shall be applied with joints precoated with adhesive and butted firmly together. Lining shall be cemented to ductwork with a minimum of 75 percent coverage of fire resistant adhesive. Mechanical fasteners on maximum of 12" centers and adhesive shall be used when all ductwork in the Mechanical Rooms is to be considered as "exposed ductwork", per schedule in this section, i.e., supply and outdoor air.

17.2.3. Boilers. Vessels. Breeching, ECT Insulation: Rigid or flexible insulation shall be installed with joints staggered and all seams firmly butted together. Insulation shall be secured using 3/4"x. 020 stainless steel bands on 12-inch centers. Where required, weld studs, clips, or angles needed to provide anchors for wires and bands. Insulate and lag using the appropriate type of either six or seven.

17.2.4. Additional Requirements: See the duct material schedule on building drawings when available for additional insulation information. Armaflex insulation exposed to the outdoors shall be painted, two coats of white Armaflex finish by the insulation contractor. A/C condensate floor drain waste lines to be insulated for a distance of 10'-0" from the floor drain handling the condensate.

17.3. All insulation material shall conform to the following schedules:

| Service | Type | Size | Thickness | Finish |
|-----------------------|------|---------------------|-----------|--------|
| Heating Water | 1 | 4" & Under | 1" | A.S.J. |
| Chilled/Heating Water | 1 | 6" & Over | 1 1/2" | A.S.J. |
| Chilled Water* | 1 | All Sizes | 1" | A.S.J. |
| | 2 | 1 1/2" & Under | 1/2" | ***** |
| Chilled Water Pump | 1 | ***** | 1" | F.G.C. |
| | 2 | ***** | 1/2" | ***** |
| Domestic Water | 1 | All Sizes | 1" | A.S.J. |
| (Hot & Recirculated) | 2 | 1 1/2" & Under Only | 1/2" | ***** |
| | | | | |
| Domestic Cold Water | 1 | All Sizes | 1 | A.S.J. |
| & Downspouts (New & | 2 | 1 1/2" & Under | 1/2" | ***** |

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| Existing) | | Only | | |
|--|---|----------------|--------|-------------------|
| Steam Condensate (15# & Under) | 1 | 4" & Under | 1 1/2" | A.S.J. |
| Steam Condensate (15# & Under) | 1 | 6" & Over | 2" | A.S.J. |
| Steam Condensate (16# to 55#) | 1 | 1' & Under | 1 1/2" | A.S.J. |
| Steam Condensate (164 to 554) | 1 | 1 1/4" to 4" | 2 1/2" | A.S.J. |
| Steam Condensate (164 to 554) | 1 | 5" and Over | 3" | A.S.J. |
| Feed Water, Pumped Steam Condensate, Blowdown | 1 | All Sizes | 1 1/2" | A.S.J. |
| Exposed Ductwork | 3 | All Sizes | 1 1/2" | A.S.J. |
| Concealed Ductwork | 4 | All Sizes | 1 1/2" | F.F.V. |
| Heat Exchangers | 6 | All Sizes | 2" | F.G.C. |
| Feedwater Tank, Condensate Pumps & Receivers, Flash Tank, Blowdown Separator, Air Separators | 6 | All Sizes | 2" | F.F.V. |
| A.C. Condensate Floor Drain Waste Lines | 1 | All Sizes | 1" | A.S.J. |
| Refrigerant Piping | 2 | 1 5/8" & Under | 1/2" | ***** |
| Domestic Hot Water Heater | 6 | All Sizes | 2" | F.G.C. |
| Reheats Coils in Supply Air Duct Work Aluminum Jacket | 3 | All Sizes | 1 1/2" | A.S.J. &0.016" |

Piping installed outdoors to be insulated installed with type 2 insulation.

18. FIREPROOFING: Vendor shall fireproof structures from which ACM has been removed or sealed in accordance with all applicable laws, rules, and ordinances, and as required by this Contract, the Agency, and Agency's representative.

18.1. General: Vendor shall provide materials and construction which are meet or exceed those tested for the following fire performance characteristics, according to test method indicated, by UL or other testing and inspecting agency acceptable to authorities having jurisdiction.

18.1.1. Fire Resistance Ratings: As indicated by reference to design designation in UL "Fire Resistance Directory" for fire-rated assemblies in which sprayed-on fireproofing serves as direct-applied protection, tested per ASTM E 119.

18.1.2. Surface Burning Characteristics: As indicated for each sprayed-on fireproofing product required, tested per ASTM E 84 and listed in UL "Building Materials Directory".

18.1.3. Field-Constructed Mock-Up: Prior to installation of exposed sprayed-on fireproofing, apply each product indicated for exposed applications, in location selected by the Owner, to represent completed work for qualities of appearance, materials, and application. Mock ups should be approximately 100 sq. ft. of surface. To the extent possible, Vendor should retain mock-ups during construction as standard for judging completed work.

18.2. Submittals: To obtain approval for use of fireproofing materials Vendor must submit the following to Agency and Agency's representative:

18.2.1. Product Data: manufacturer's product data for each sprayed-on fireproofing product indicated.

18.2.2. Test Reports: certified test results from an independent testing laboratory indicating compliance of sprayed-on fireproofing products with performance requirements indicated; Acceptance of steel primers by sprayed-on fireproofing manufacturer, based on date submitted by primer manufacturer, and sprayed-on fireproofing manufacturers' certification that their products comply with specification requirements and are suitable for the use indicated.

18.3. Delivery, Storage, Handling: Vendor shall deliver fireproofing products to project site in original, unopened packages with manufacturers' labels identifying products legible and intact. Vendor must also include names of products and manufacturers, date of manufacturer and shelf life, on the labels where applicable. Vendor must use materials with limited shelf life within period indicated. Vendor must store materials inside, under cover or above ground and in a manner to keep them dry until ready to use.

18.4. Fireproofing Products: Fireproofing products provided by Vendor must comply with or exceed the requirements of applicable law, rule, ordinance, and those listed below.

18.4.1. Cementitious Fireproofing: Cementitious fireproofing must be a factory-mixed formulation of inorganic binders and lightweight mineral aggregates mixed with water at project site to form slurry for pumping and for dispersal by compressed air introduced at spray nozzle. The physical properties that must be met include:

1. Bond Strength: 80 lbs. per sq. In. Pr ASTM E 736.
2. Compressive Strength: 3.47 lbs. per sq. In, Per ASTM E 761.
3. Corrosion Resistance: No Evidence of corrosion per ASTM E 937.
4. Deflection: No cracking, spalling, delamination or the like per ASTM F759.
5. Effect of Impact on Bonding: No cracking, spalling delamination or the like per ASTM E 760.
6. Air Erosion: Maximum weight loss of 0.025 grams per sq. Ft. per ASTM E859.
7. Dry Density: Values for average and individual densities as required for fire-resistance ratings indicated, per ASTM E 605.
8. Hardness: 0.50 max. Penetration per ASTM C 569.
9. Surface Burning Characteristics: Maximum flame spread and smoke developed values of 10 and 0, respectively.

18.5. Installation – Vendor shall install and fireproofing material in accordance with all applicable laws, rules, ordinances, manufacturers’ instructions and specifications, and instructions from the Agency or Agency’s representatives.

18.5.1. Preparation: Vendor shall clean substrates of substances that could impair bond of fireproofing, including oil, grease, rolling compounds, incompatible primers, and loose mill scale, prime substrates where recommended by fireproofing manufacturer, except where compatible shop primer has been applied and is in satisfactory condition to receive fireproofing.

For exposed sprayed-on fireproofing applications Vendor shall repair substrates to remove any surface imperfections that could affect uniformity of texture and thickness in finished surface of fireproofing, and remove minor projections and fill voids that would telegraph through. All new sprayed on fire proofing shall be tinted blue.

Vendor shall cover other work that might be damaged by fall-out or overspray of fireproofing materials during application and provide a temporary enclosure as required to confine spraying operations, protect the environment, and to ensure adequate ambient conditions for temperatures and ventilation.

Vendor shall examine substrates to determine if they are in satisfactory condition to receive sprayed-on fireproofing. A satisfactory substrate is one that has been properly remediated and is free of oil, grease, rolling compounds, incompatible primers, loose mill scale, dirt or other foreign substance capable of impairing bond of fireproofing with substrate under conditions of normal use of fire exposure.

18.5.2. Order of Performance: Vendor shall coordinate application of sprayed-on fireproofing with other, related work specified in other sections to comply with the following requirements to: prevent deterioration of sprayed-fireproofing for interior applications due to exposure to unfavorable environmental conditions; avoid unnecessary exposure of sprayed-on fireproofing to abrasion and other damage likely to occur during construction operations subsequent to its application; and to ensure that sprayed-fireproofing is installed prior to installation of enclosing or concealing work, with sufficient time allowed for inspection, testing and correction of defective fireproofing.

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18.5.3. Method: Vendor shall apply fireproofing materials by sprayed-on method to maximum extent possible. Following spraying operation in each area, complete the coverage by trowel application or other placement method applicable to manufacturer.

18.6. Quality Control: Agency reserves the right to employ an independent testing laboratory to perform field quality control testing. Tests will be at the discretion of the Agency and will be performed to the extent that Agency deems necessary.

Vendor shall repair or replace fireproofing within areas where test results or general observation indicates fireproofing does not comply with requirements

Immediately upon completion of spraying operations in each containable area of the project, Vendor shall remove over-spray and fall-out of materials from Work Area surfaces and clean exposed surfaces to remove evidence of soiling.

UNIT PRICES PRICING PAGES

Category 1: Abatement of 1-260 linear feet of pipe lagging

| | | | | | | | | |
|--------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Sub-category | 1.0 | 1.1 | 1.2 | 1.3 | 1.4 | 1.5 | 1.6 | 1.7 |
| Unit Price | \$ 10 -00 | \$ 10 -00 | \$ 10 -00 | \$ 11 -00 | \$ 11 -00 | \$ 11 -00 | \$ 13 -00 | \$ 14 -00 |
| Sub-category | 1.8 | 1.9 | 1.10 | 1.11 | 1.12 | | | |
| Unit Price | \$ 14 -00 | \$ 15 -00 | \$ 15 -00 | \$ 16 -00 | \$ 18 -00 | | | |

Category 2: Abatment of more than 260 linear feet of pipe lagging

| | | | | | | | | |
|--------------|-----------|-----------|-----------|-----------|-----------|----------|----------|-----------|
| Sub-category | 2.0 | 2.1 | 2.2 | 2.3 | 2.4 | 2.5 | 2.6 | 2.7 |
| Unit Price | \$ 8 -00 | \$ 8 -00 | \$ 8 -00 | \$ 8 -00 | \$ 8 -00 | \$ 9 -00 | \$ 9 -00 | \$ 10 -00 |
| Sub-category | 2.8 | 2.9 | 2.10 | 2.11 | 2.12 | | | |
| Unit Price | \$ 10 -00 | \$ 11 -00 | \$ 11 -00 | \$ 12 -00 | \$ 18 -00 | | | |

Category 3: Abatement of materials, 1-260 square feet

| | | | | | | | | |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Sub-category | 3.0 | 3.1 | 3.2 | 3.3 | 3.4 | 3.5 | 3.6 | 3.7 |
| Unit Price | \$ 4 -00 | \$ 4 -50 | \$ 8 -00 | \$ 9 -00 | \$ 5 -00 | \$ 8 -00 | \$ 5 -00 | \$ 6 -00 |
| Sub-category | 3.8 | 3.9 | 3.10 | 3.11 | | | | |
| Unit Price | \$ 3 -00 | \$ 5 -00 | \$ 5 -00 | \$ 4 -00 | | | | |

Category 4: Abatement of materials, more than 260 square feet

| | | | | | | | | |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Sub-category | 4.0 | 4.1 | 4.2 | 4.3 | 4.4 | 4.5 | 4.6 | 4.7 |
| Unit Price | \$ 2 -50 | \$ 3 -00 | \$ 6 -25 | \$ 6 -25 | \$ 7 -00 | \$ 4 -00 | \$ 7 -00 | \$ 4 -00 |
| Sub-category | 4.8 | 4.9 | 4.10 | 4.11 | 4.12 | | | |
| Unit Price | \$ 5 -00 | \$ 2 -50 | \$ 4 -50 | \$ 4 -50 | \$ 4 -00 | | | |

Category 5: Miscellaneous (Sampling, Air Clearances, Management, etc)

| | | | | | | | | |
|--------------|-----------|-----------|------------|-----------|-----------|-----------|-----------|-----------|
| Sub-category | 5.0 | 5.1 | 5.2 | 5.3 | 5.4 | 5.5 | 5.6 | 5.7 |
| Unit Price | \$ 10 -00 | \$ 50 -00 | \$ 600 -00 | \$ 45 -00 | \$ 45 -00 | \$ 45 -00 | \$ 15 -00 | \$ 30 -00 |

Category 6: Bridging/penetrating encapsulation, 1-260 sq ft

| | |
|--------------|----------|
| Sub-category | 6.0 |
| Unit Price | \$ 3 -00 |

Category 7: Bridging/penetrating encapsulation, more than 260 sq ft

| | |
|--------------|----------|
| Sub-category | 7.0 |
| Unit Price | \$ 3 -00 |

Category 10: Pipe Insulation, 1-260 linear feet, Type 1

| | | | | | | | | |
|--------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Sub-category | 10.0.a | 10.0.b | 10.0.c | 10.0.d | 10.1.a | 10.1.b | 10.1.c | 10.1.d |
| Unit Price | \$ 8 -00 | \$ 9 -25 | \$ 10 -25 | \$ 11 -50 | \$ 8 -25 | \$ 9 -50 | \$ 10 -50 | \$ 12 -00 |
| Sub-category | 10.2.a | 10.2.b | 10.2.c | 10.2.d | 10.3.a | 10.3.b | 10.3.c | 10.3.d |
| Unit Price | \$ 8 -50 | \$ 9 -50 | \$ 10 -50 | \$ 12 -00 | \$ 9 -00 | \$ 10 -00 | \$ 11 -00 | \$ 12 -50 |
| Sub-category | 10.4.a | 10.4.b | 10.4.c | 10.4.d | 10.5.a | 10.5.b | 10.5.c | 10.5.d |
| Unit Price | \$ 9 -00 | \$ 10 -00 | \$ 11 -00 | \$ 12 -75 | \$ 10 -00 | \$ 10 -00 | \$ 11 -50 | \$ 13 -00 |
| Sub-category | 10.6.a | 10.6.b | 10.6.c | 10.6.d | 10.7.a | 10.7.b | 10.7.c | 10.7.d |
| Unit Price | \$ 10 -25 | \$ 10 -25 | \$ 13 -25 | \$ 15 -00 | \$ 12 -50 | \$ 12 -50 | \$ 13 -75 | \$ 15 -75 |
| Sub-category | 10.8.a | 10.8.b | 10.8.c | 10.8.d | 10.9.a | 10.9.b | 10.9.c | 10.9.d |
| Unit Price | \$ 12 -75 | \$ 12 -75 | \$ 14 -50 | \$ 17 -75 | \$ 13 -25 | \$ 13 -25 | \$ 15 -50 | \$ 18 -00 |

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| | | | | | | | | |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Sub-category | 10.10.b | 10.10.c | 10.10.d | 10.11.b | 10.11.c | 10.11.d | 10.12.b | 10.12.c |
| Unit Price | \$ 16.50 | \$ 19.50 | \$ 21.75 | \$ 16.75 | \$ 20.00 | \$ 23.50 | \$ 20.50 | \$ 24.25 |
| Sub-category | 10.12.d | 10.13.b | 10.13.c | 10.13.d | 10.14.b | 10.14.c | 10.14.d | 10.15.b |
| Unit Price | \$ 28.00 | \$ 21.75 | \$ 25.75 | \$ 31.50 | \$ 28.75 | \$ 28.75 | \$ 33.00 | \$ 30.25 |
| Sub-category | 10.15.c | 10.15.d | 10.16.b | 10.16.c | 10.16.d | 10.17.b | 10.17.c | 10.17.d |
| Unit Price | \$ 30.25 | \$ 35.00 | \$ 30.50 | \$ 30.50 | \$ 37.50 | \$ 34.00 | \$ 34.00 | \$ 39.00 |

Category 11: Pipe Insulation, more than 260 linear feet, Type 1

| | | | | | | | | |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Sub-category | 11.0.a | 11.0.b | 11.0.c | 11.0.d | 11.1.a | 11.1.b | 11.1.c | 11.1.d |
| Unit Price | \$ 6.50 | \$ 6.75 | \$ 7.75 | \$ 9.00 | \$ 6.75 | \$ 7.00 | \$ 7.75 | \$ 9.00 |
| Sub-category | 11.2.a | 11.2.b | 11.2.c | 11.2.d | 11.3.a | 11.3.b | 11.3.c | 11.3.d |
| Unit Price | \$ 6.75 | \$ 7.00 | \$ 7.75 | \$ 9.50 | \$ 7.00 | \$ 7.25 | \$ 8.00 | \$ 9.75 |
| Sub-category | 11.4.a | 11.4.b | 11.4.c | 11.4.d | 11.5.a | 11.5.b | 11.5.c | 11.5.d |
| Unit Price | \$ 7.00 | \$ 7.25 | \$ 8.75 | \$ 10.25 | \$ 7.00 | \$ 7.50 | \$ 9.00 | \$ 10.50 |
| Sub-category | 11.6.a | 11.6.b | 11.6.c | 11.6.d | 11.7.a | 11.7.b | 11.7.c | 11.7.d |
| Unit Price | \$ 7.50 | \$ 7.75 | \$ 9.00 | \$ 10.75 | \$ 8.50 | \$ 8.75 | \$ 10.25 | \$ 12.00 |
| Sub-category | 11.8.a | 11.8.b | 11.8.c | 11.8.d | 11.9.a | 11.9.b | 11.9.c | 11.9.d |
| Unit Price | \$ 7.50 | \$ 9.25 | \$ 11.00 | \$ 13.50 | \$ 7.75 | \$ 9.75 | \$ 12.00 | \$ 14.25 |
| Sub-category | 11.10.b | 11.10.c | 11.10.d | 11.11.b | 11.11.c | 11.11.d | 11.12.b | 11.12.c |
| Unit Price | \$ 11.75 | \$ 13.75 | \$ 15.50 | \$ 12.00 | \$ 15.50 | \$ 16.25 | \$ 13.75 | \$ 16.25 |
| Sub-category | 11.12.d | 11.13.b | 11.13.c | 11.13.d | 11.14.b | 11.14.c | 11.14.d | 11.15.b |
| Unit Price | \$ 19.25 | \$ 14.75 | \$ 17.00 | \$ 22.00 | \$ 20.75 | \$ 20.75 | \$ 24.00 | \$ 22.00 |
| Sub-category | 11.15.c | 11.15.d | 11.16.b | 11.16.c | 11.16.d | 11.17.b | 11.17.c | 11.17.d |
| Unit Price | \$ 22.00 | \$ 25.50 | \$ 26.50 | \$ 24.50 | \$ 32.00 | \$ 31.75 | \$ 31.75 | \$ 35.75 |

Category 13: Pipe Insulation, 1-260 linear feet, Type 2

| | | | | | | | | |
|--------------|----------|----------|----------|----------|---------|----------|----------|----------|
| Sub-category | 13.0.a | 13.0.b | 13.0.c | 13.0.d | 13.1.a | 13.1.b | 13.1.c | 13.1.c |
| Unit Price | \$ 6.75 | \$ 10.25 | \$ 19.00 | \$ 22.00 | \$ 6.75 | \$ 11.00 | \$ 21.00 | \$ 24.00 |
| Sub-category | 13.2.a | 13.2.b | 13.2.c | 13.2.d | 13.3.a | 13.3.b | 13.3.c | 13.3.d |
| Unit Price | \$ 7.00 | \$ 11.50 | \$ 22.00 | \$ 25.00 | \$ 8.50 | \$ 14.50 | \$ 27.00 | \$ 32.00 |
| Sub-category | 13.4.a | 13.4.b | 13.4.c | 13.4.d | 13.5.a | 13.5.b | 13.5.c | 13.5.d |
| Unit Price | \$ 9.00 | \$ 16.00 | \$ 30.00 | \$ 35.00 | \$ 9.50 | \$ 18.00 | \$ 35.00 | \$ 40.00 |
| Sub-category | 13.6.a | 13.6.b | 13.6.c | 13.6.d | | | | |
| Unit Price | \$ 10.50 | \$ 18.75 | \$ 38.00 | \$ 45.00 | | | | |

Category 14: Pipe Insulation, more than 260 linear feet, Type 2

| | | | | | | | | |
|--------------|---------|----------|----------|----------|---------|----------|----------|----------|
| Sub-category | 14.0.a | 14.0.b | 14.0.c | 14.0.d | 14.1.a | 14.1.b | 14.1.c | 14.1.d |
| Unit Price | \$ 6.25 | \$ 8.00 | \$ 15.50 | \$ 18.00 | \$ 6.50 | \$ 8.75 | \$ 17.00 | \$ 20.00 |
| Sub-category | 14.2.a | 14.2.b | 14.2.c | 14.2.d | 14.3.a | 14.3.b | 14.3.c | 14.3.d |
| Unit Price | \$ 6.75 | \$ 9.00 | \$ 18.00 | \$ 21.00 | \$ 7.25 | \$ 10.50 | \$ 20.00 | \$ 24.00 |
| Sub-category | 14.4.a | 14.4.b | 14.4.c | 14.4.d | 14.5.a | 14.5.b | 14.5.c | 14.5.d |
| Unit Price | \$ 7.75 | \$ 12.25 | \$ 22.00 | \$ 28.00 | \$ 8.75 | \$ 13.75 | \$ 24.00 | \$ 30.00 |
| Sub-category | 14.6.a | 14.6.b | 14.6.c | 14.6.d | | | | |
| Unit Price | \$ 8.75 | \$ 14.75 | \$ 26.00 | \$ 32.00 | | | | |

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Category 15: HVAC Supply/Return Ductwork, 1-260 square feet, Type 3

| | |
|--------------|----------|
| Sub-category | 15.0 |
| Unit Price | \$ 14-25 |

Category 16: HVAC Supply/Return Ductwork, more than 260 square feet, Type 3

| | |
|--------------|----------|
| Sub-category | 16.0 |
| Unit Price | \$ 11-60 |

Category 17: HVAC Supply/Return Ductwork, 1-260 square feet, Type 4

| | |
|--------------|---------|
| Sub-category | 17.0 |
| Unit Price | \$ 3-50 |

Category 18: HVAC Supply/Return Ductwork, more than 260 square feet, Type 4

| | |
|--------------|---------|
| Sub-category | 18.0 |
| Unit Price | \$ 2-75 |

Category 20: Insulation of boilers, tanks and breeching, 1-260 square feet, Type 6

| | | | | | | | | |
|--------------|----------|----------|----------|---------|----------|----------|---------|----------|
| Sub-category | 20.0.a | 20.0.b | 20.0.c | 20.1.a | 20.1.b | 20.1.c | 20.2.a | 20.2.b |
| Unit Price | \$ 7-50 | \$ 14-50 | \$ 12-50 | \$ 8-25 | \$ 15-00 | \$ 13-00 | \$ 9-00 | \$ 15-75 |
| Sub-category | 20.2.c | | | | | | | |
| Unit Price | \$ 13-75 | | | | | | | |

Category 21: Insulation of boilers, tanks and breeching, more than 260 square feet, Type 6

| | | | | | | | | |
|--------------|----------|----------|----------|---------|----------|----------|---------|----------|
| Sub-category | 21.1.a | 21.1.b | 21.1.c | 21.2.a | 21.2.b | 21.2.c | 21.3.a | 21.3.b |
| Unit Price | \$ 6-25 | \$ 10-75 | \$ 10-50 | \$ 6-75 | \$ 12-50 | \$ 10-75 | \$ 7-50 | \$ 13-00 |
| Sub-category | 21.3.d | | | | | | | |
| Unit Price | \$ 11-50 | | | | | | | |

Category 22: Insulation of boilers, tanks and breeching, 1-260 square feet, Type 7

| | | | | | | | | |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Sub-category | 22.0.a | 22.0.b | 22.0.c | 22.1.a | 22.1.b | 22.1.c | 22.2.a | 22.2.b |
| Unit Price | \$ 22-50 | \$ 29-75 | \$ 31-50 | \$ 24-25 | \$ 31-75 | \$ 33-75 | \$ 26-25 | \$ 33-75 |
| Sub-category | 22.2.c | | | | | | | |
| Unit Price | \$ 36-00 | | | | | | | |

Category 23: Insulation of boilers, tanks and breeching, more than 260 square feet, Type 7

| | | | | | | | | |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Sub-category | 23.0.a | 23.0.b | 23.0.c | 23.1.a | 23.1.b | 23.1.c | 23.2.a | 23.2.b |
| Unit Price | \$ 18-75 | \$ 25-00 | \$ 26-25 | \$ 20-25 | \$ 26-50 | \$ 28-00 | \$ 21-75 | \$ 28-00 |
| Sub-category | 23.2.c | | | | | | | |
| Unit Price | \$ 30-00 | | | | | | | |

Category 24: Cementitious Fireproofing on steel beams/decking, 1-260 square feet

| | |
|--------------|---------|
| Sub-category | 24.0 |
| Unit Price | \$ 7-75 |

Category 25: Cementitious Fireproofing on steel beams/decking, more than 260 square feet

| | |
|--------------|---------|
| Sub-category | 25.0 |
| Unit Price | \$ 6-75 |

Category 26: Contaminated Carpet Removal

| | |
|--------------|---------|
| Sub-category | 26.0 |
| Unit Price | \$ 2-00 |

Category 27: Linoleum Removal

| | |
|--------------|---------|
| Sub-category | 25.0 |
| Unit Price | \$ 2-50 |

UNIT PRICES SUBTOTAL: \$ 5022.85

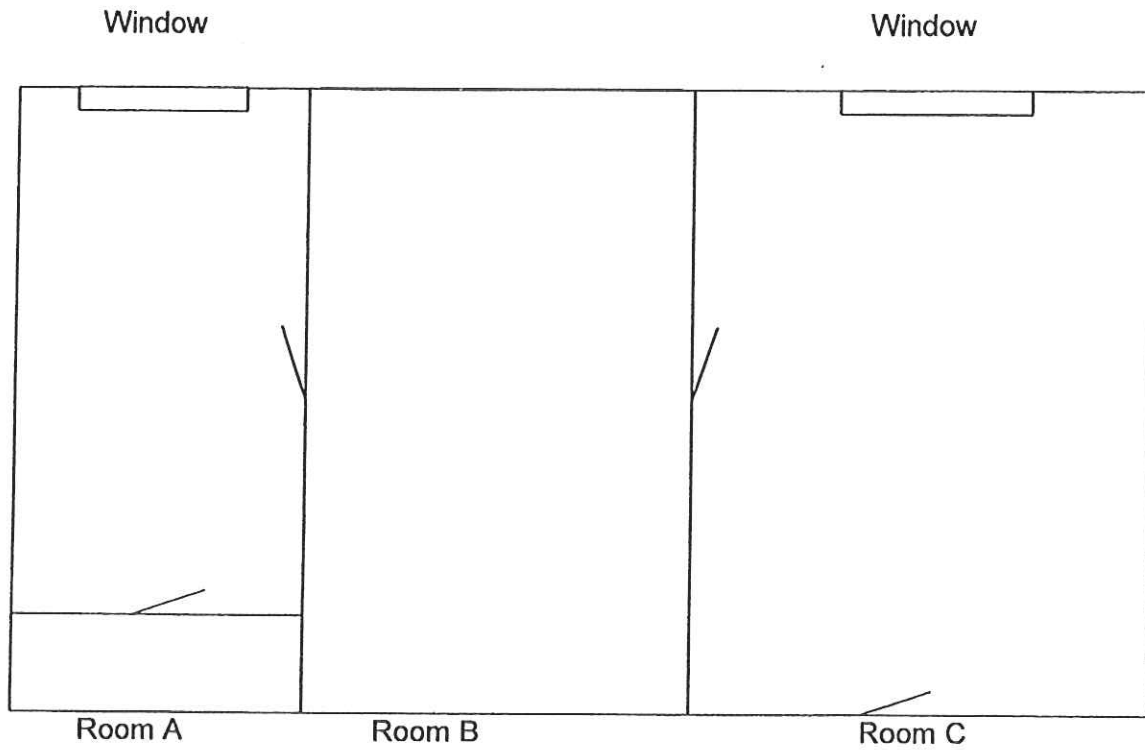
BID SCENARIO NUMBER 1

Remove carpet and abate tile and mastic in three office spaces.

Room A is 10 feet by 15 feet.

Room B is 20 feet by 12 feet.

Room C is 21 feet by 14 feet.



The area is on the third floor of a six story building. The area around the offices is occupied during normal working hours.

ABATMNT12 - Pricing Pages

| BID SCENARIO #1 | Unit Price Category | Description | Scenario Quantity | | Unit Price | | Bid Total | |
|---------------------------------|---------------------|--|-------------------|---|------------|---|------------|-------------------|
| Rooms A, B & C | 26.0 | Contaminated Carpet Removal, per square foot | 684 | x | \$ 2.00 | = | \$ 1368.00 | |
| Rooms A, B & C | 4.1 | Floor Tile with mastic, per square foot (over 260 sq ft) | 684 | x | \$ 3.00 | = | \$ 2052.00 | |
| Total Air Samples | 5.0 | Air Samples, each | 10 | x | \$ 10.00 | = | \$ 100.00 | |
| Disposal | 5.1 | Landfill disposal, per cubic yard | 10 | x | \$ 50.00 | = | \$ 500.00 | |
| Air Clearances | 5.2 | Set of Air Clearances, each | 3 | x | \$ 600.00 | = | \$ 1800.00 | |
| Project Management | 5.3 | Project Management, per hour | 10 | x | \$ 45.00 | = | \$ 450.00 | |
| Project Design | 5.4 | Project Designer, per hour | 5 | x | \$ 45.00 | = | \$ 225.00 | |
| BID SCENARIO #1 SUBTOTAL | | | | | | | = | \$ 6495.00 |

BID SCENARIO NUMBER 2

We are requesting bids for the abatement, disposal and re-insulation of Mechanical Room #12 in building 62. The abatement project consists of:

- 980 square feet of ¾ inch sheet insulation on the air handler
- 420 square feet of 1 inch sheet insulation on the vent ducting

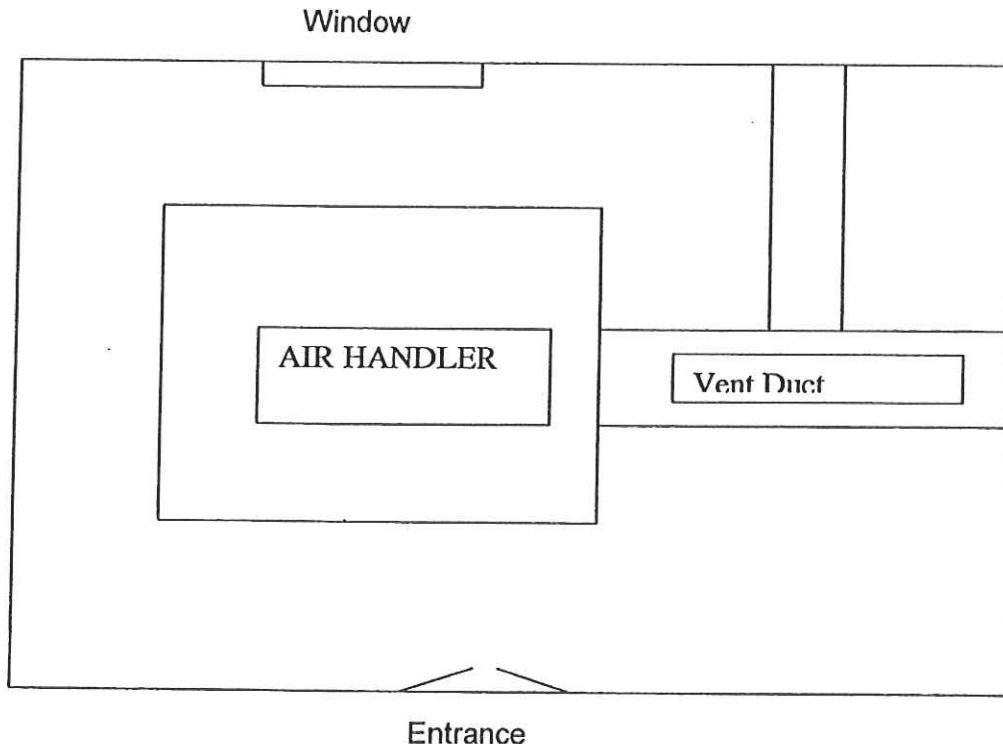
Chill water piping

- 89 linear feet of 2" piping
- 120 linear feet of 1" piping
- 115 linear feet of 4" piping

Steam piping:

- 32 linear feet of 12" piping 1" thick TSI
- 295 linear feet of 24" piping 2" thick TSI
- 1" tee connections - 15
- 1" valves - 6
- 1" elbows - 10
- 2" elbows - 4
- 2" valves - 2
- 4" elbows - 4
- 4" tees - 2
- 12" elbows - 2
- 24" elbows - 2

All piping and air handler areas are fully accessible. The piping runs from the air handler to the ceiling which is 16 feet high.



ABATMNT12 - Pricing Pages

| BID SCENARIO #2 | Unit Price Category | Description | Scenario Quantity | | Unit Price | Bid Total |
|--|---------------------|--|-------------------|---|------------|---------------|
| Air Handler Abatement | 4.4 | Removing 3/4" sheet insulation on air handler, per sq ft | 980 | x | \$ 7.00 | = \$ 6860.00 |
| Air Handler Re-insulation | 21.1.a | Insulating air handler with 1" Type 6 insulation, per sq ft | 980 | x | \$ 6.25 | = \$ 6125.00 |
| | | | | | | \$ - |
| Vent Ducting Abatement | 4.4 | Removing 1" sheet insulation on vent ductwork, per sq ft | 420 | x | \$ 7.00 | = \$ 2940.00 |
| Vent Ducting Re-insulation | 16.0 | Insulating ductwork with 1-1/2" Type 3 insulation, per sq ft | 420 | x | \$ 12.00 | = \$ 5040.00 |
| STRAIGHT PIPING ABATEMENT AND RE-INSULATION | | | | | | \$ - |
| Removal - 1" CW Piping | 1.0 | One inch pipe, per linear foot | 120 | x | \$ 10.00 | = \$ 1200.00 |
| Removal - 2" CW Piping | 1.1 | Two inch pipe, per linear foot | 89 | x | \$ 10.00 | = \$ 890.00 |
| Removal - 4" CW Piping | 1.3 | Four inch pipe, per linear foot | 115 | x | \$ 11.00 | = \$ 1265.00 |
| Removal - 12" Steam Piping | 1.11 | Twelve inch pipe, per linear foot | 32 | x | \$ 16.00 | = \$ 512.00 |
| Removal - 24" Steam Piping | 2.12 | Over twelve inch pipe, per linear foot to 24 inches | 295 | x | \$ 18.00 | = \$ 5310.00 |
| Re-insulate - 1" CW Piping | 10.2.b | Reinsulate with Type 1 Insulation, 1" thick | 120 | x | \$ 9.50 | = \$ 1140.00 |
| Re-insulate - 2" CW Piping | 10.4.b | Reinsulate with Type 1 Insulation, 1" thick | 89 | x | \$ 10.00 | = \$ 890.00 |
| Re-insulate - 4" CW Piping | 10.7.b | Reinsulate with Type 1 Insulation, 1" thick | 115 | x | \$ 12.50 | = \$ 1437.50 |
| Re-insulate - 12" Steam Piping | 10.12.b | Reinsulate with Type 1 Insulation, 1" thick | 32 | x | \$ 20.50 | = \$ 656.00 |
| Re-insulate - 24" Steam Piping | 11.17.b | Reinsulate with Type 1 Insulation, 1" thick | 295 | x | \$ 31.75 | = \$ 9366.25 |
| PIPEFITTING ABATEMENT AND REINSULATION (Reinsulation to be all Type 1, 1" thick) | | | | | | \$ - |
| Removal - 1" Pipefittings | 8.0 (factor of 1.5) | 15 Tees, 6 Valves, 10 Elbows (Category 2.0 times factor) | 31 | x | \$ 20.50 | = \$ 635.50 |
| Removal - 2" Pipefittings | 8.0 (factor of 1.5) | 4 Elbows, 2 Valves (Category 2.1 times factor) | 6 | x | \$ 20.50 | = \$ 123.00 |
| Removal - 4" Pipefittings | 8.0 (factor of 1.5) | 4 Elbows, 2 Tees (Category 2.3 times factor) | 6 | x | \$ 20.50 | = \$ 123.00 |
| Removal - 12" Pipefittings | 8.0 (factor of 1.5) | 2 Elbows (Category 2.11 times factor) | 2 | x | \$ 26.50 | = \$ 53.00 |
| Removal - 24" Pipefittings | 8.0 (factor of 1.5) | 2 Elbows (Category 2.12 times factor) | 2 | x | \$ 34.00 | = \$ 68.00 |
| Re-insulate - 1" Pipefittings | 9.0 (factor of 3.0) | 15 Tees, 6 Valves, 10 Elbows (Category 11.2.b times factor) | 31 | x | \$ 31.00 | = \$ 961.00 |
| Re-insulate - 2" Pipefittings | 9.0 (factor of 3.0) | 4 Elbows, 2 Valves (Category 11.4.b times factor) | 6 | x | \$ 31.00 | = \$ 186.00 |
| Re-insulate - 4" Pipefittings | 9.0 (factor of 3.0) | 4 Elbows, 2 Tees (Category 11.7.b times factor) | 6 | x | \$ 35.00 | = \$ 210.00 |
| Re-insulate - 12" Pipefittings | 9.0 (factor of 3.0) | 2 Elbows (Category 11.12.b times factor) | 2 | x | \$ 50.00 | = \$ 100.00 |
| Re-insulate - 24" Pipefittings | 9.0 (factor of 3.0) | 2 Elbows (Category 11.17.b times factor) | 2 | x | \$ 100.00 | = \$ 200.00 |
| | | | | | | \$ - |
| Air Samples | 5.0 | Air Samples, each | 10 | x | \$ 10.00 | = \$ 100.00 |
| | | | | | | \$ - |
| Disposal | 5.1 | Landfill disposal, per cubic yard | 10 | x | \$ 50.00 | = \$ 500.00 |
| | | | | | | \$ - |
| Air Clearances | 5.2 | Set of Air Clearances, each | 1 | x | \$ 600.00 | = \$ 600.00 |
| | | | | | | \$ - |
| Project Management | 5.3 | Project Management, per hour | 10 | x | \$ 45.00 | = \$ 450.00 |
| | | | | | | \$ - |
| Project Design | 5.4 | Project Designer, per hour | 5 | x | \$ 45.00 | = \$ 225.00 |
| | | | | | | \$ - |
| BID SCENARIO #2 SUBTOTAL | | | | | | = \$ 48166.25 |

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BID SCENARIO NUMBER 3

We are requesting bids for the abatement, disposal and re-insulation of Building 62 12th floor Mechanical Room. The abatement project consists of:

11,000 square feet of spray-on insulation
985 square feet of sheet insulation on air handler # 1
765 square feet of sheet insulation on air handler # 2
685 square feet of sheet insulation on air handler # 3

Chill water piping:

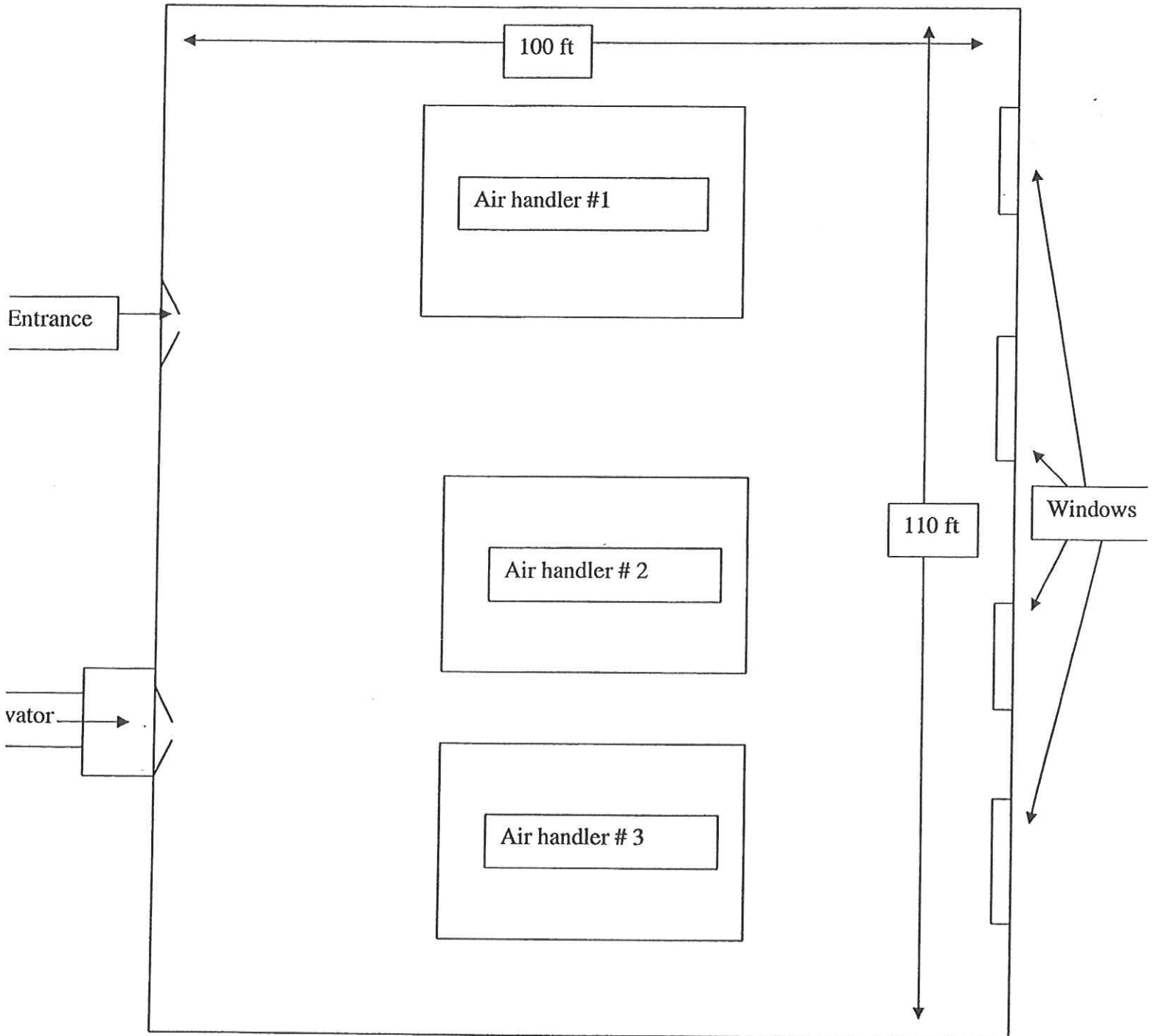
175 linear feet of 1" piping
1" tee – 8
1" valves – 16
1" elbows – 24
85 linear feet of 6" piping
6" valves – 6
6" tees – 4
6" elbows – 8
155 linear feet of 2" piping
2" tees – 9
2" elbows – 16
2" valves – 6

Steam Piping:

80 linear feet of 12" piping
12" elbows – 4
12" valves – 2
140 linear feet of 8" piping
8" elbows – 12
8" tees – 6
8" valves – 4

The ceiling is 20 feet high. Steam piping is suspended from the ceiling and is easily accessible. Chill water piping is connected to the air handler unit and run up to the ceiling and is accessible. The area can be secured during the abatement project but must be done at night when tenants are not at work. The air handler units will be shut down. See general layout on the following page.

BLDG 62 12th Floor



ABATMNT12 - Pricing Pages

| BID SCENARIO #3 | Unit Price Category | Description | Scenario Quantity | | Unit Price | Bid Total |
|---|---------------------|--|-------------------|---|------------|-----------------------|
| Spray-on Insulation | 4.3 | Removal from steel structural members, per square foot | 11000 | x | \$ 6.75 | = \$ 66,750.00 |
| Re-fireproofing | 25.0 | Cementitious fireproofing re-applied to steel members | 11000 | x | \$ 6.75 | = \$ 74,250.00 |
| \$ | | | | | | |
| Air Handler Abatement | 4.4 | Removing sheet insulation on three air handlers, per sq ft | 2435 | x | \$ 7.00 | = \$ 17,045.00 |
| Air Handler Re-insulation | 21.1.a | Insulating air handlers with 1" Type 6 insulation, per sq ft | 2435 | x | \$ 6.75 | = \$ 15,218.75 |
| \$ | | | | | | |
| STRAIGHT PIPING ABATEMENT AND RE-INSULATION | | | | | | |
| \$ | | | | | | |
| Removal - 1" CW Piping | 1.0 | One inch pipe, per linear foot | 175 | x | \$ 10.00 | = \$ 1,750.00 |
| Removal - 2" CW Piping | 1.1 | Two inch pipe, per linear foot | 155 | x | \$ 10.00 | = \$ 1,550.00 |
| Removal - 6" CW Piping | 1.5 | Six inch pipe, per linear foot | 85 | x | \$ 11.00 | = \$ 935.00 |
| Removal - 8" Steam Piping | 1.7 | Eight inch pipe, per linear foot | 140 | x | \$ 14.00 | = \$ 1,960.00 |
| Removal - 12" Steam Piping | 1.11 | Twelve inch pipe, per linear foot | 80 | x | \$ 16.00 | = \$ 1,280.00 |
| Re-insulate - 1" CW Piping | 10.2.c | Reinsulate with Type 1 Insulation, 1-1/2" thick | 175 | x | \$ 10.50 | = \$ 1,837.50 |
| Re-insulate - 2" CW Piping | 10.4.c | Reinsulate with Type 1 Insulation, 1-1/2" thick | 155 | x | \$ 11.00 | = \$ 1,705.00 |
| Re-insulate - 6" CW Piping | 10.9.c | Reinsulate with Type 1 Insulation, 1-1/2" thick | 85 | x | \$ 15.50 | = \$ 1,317.50 |
| Re-insulate - 8" Steam Piping | 10.10.c | Reinsulate with Type 1 Insulation, 1-1/2" thick | 140 | x | \$ 19.50 | = \$ 2,730.00 |
| Re-insulate - 12" Steam Piping | 10.12.c | Reinsulate with Type 1 Insulation, 1-1/2" thick | 80 | x | \$ 24.25 | = \$ 1,940.00 |
| PIPEFITTING ABATEMENT AND REINSULATION (Reinsulation to be al Type 1, 1-1/2" thick) | | | | | | |
| \$ | | | | | | |
| Removal - 1" Pipefittings | 8.0 (factor of 1.5) | 8 Tees, 16 Valves, 24 Elbows (Category 2.0 times factor) | 48 | x | \$ 20.50 | = \$ 984.00 |
| Removal - 2" Pipefittings | 8.0 (factor of 1.5) | 9 Tees, 6 Valves, 16 Elbows (Category 2.1 times factor) | 31 | x | \$ 20.50 | = \$ 635.50 |
| Removal - 6" Pipefittings | 8.0 (factor of 1.5) | 4 Tees, 6 Valves, 8 Elbows (Category 2.5 times factor) | 18 | x | \$ 22.00 | = \$ 396.00 |
| Removal - 8" Pipefittings | 8.0 (factor of 1.5) | 6 Tees, 4 Valves, 12 Elbows (Category 2.7 times factor) | 22 | x | \$ 23.50 | = \$ 517.00 |
| Removal - 12" Pipefittings | 8.0 (factor of 1.5) | 2 Valves, 4 Elbows (Category 2.11 times factor) | 6 | x | \$ 26.50 | = \$ 159.00 |
| Re-insulate - 1" Pipefittings | 9.0 (factor of 3.0) | 8 Tees, 16 Valves, 24 Elbows (Category 11.2.c times factor) | 48 | x | \$ 33.00 | = \$ 1,584.00 |
| Re-insulate - 2" Pipefittings | 9.0 (factor of 3.0) | 9 Tees, 6 Valves, 16 Elbows (Category 11.4.c times factor) | 31 | x | \$ 36.00 | = \$ 1,116.00 |
| Re-insulate - 6" Pipefittings | 9.0 (factor of 3.0) | 4 Tees, 6 Valves, 8 Elbows (Category 11.9.c times factor) | 18 | x | \$ 46.00 | = \$ 828.00 |
| Re-insulate - 8" Pipefittings | 9.0 (factor of 3.0) | 6 Tees, 4 Valves, 12 Elbows (Category 11.10.c times factor) | 22 | x | \$ 51.00 | = \$ 1,122.00 |
| Re-insulate - 12" Pipefittings | 9.0 (factor of 3.0) | 2 Valves, 4 Elbows (Category 11.12.c times factor) | 6 | x | \$ 59.00 | = \$ 354.00 |
| \$ | | | | | | |
| Air Samples | 5.0 | Air Samples, each | 10 | x | \$ 10.00 | = \$ 100.00 |
| \$ | | | | | | |
| Disposal | 5.1 | Landfill disposal, per cubic yard | 10 | x | \$ 50.00 | = \$ 500.00 |
| \$ | | | | | | |
| Air Clearances | 5.2 | Set of Air Clearances, each | 1 | x | \$ 600.00 | = \$ 600.00 |
| \$ | | | | | | |
| Project Management | 5.3 | Project Management, per hour | 10 | x | \$ 45.00 | = \$ 450.00 |
| \$ | | | | | | |
| Project Design | 5.4 | Project Designer, per hour | 5 | x | \$ 45.00 | = \$ 225.00 |
| \$ | | | | | | |
| Inspector/Mgmt, Planner | 5.5 | Planner, per hour | 1 | x | \$ 45.00 | = \$ 45.00 |
| \$ | | | | | | |
| PLM, 48hr Turnaround | 5.6 | Asbestos Bulk Samples, each | 10 | x | \$ 15.00 | = \$ 150.00 |
| PLM, Rush turn around time | 5.7 | Asbestos Bulk Samples, each | 2 | x | \$ 30.00 | = \$ 60.00 |
| \$ | | | | | | |
| BID SCENARIO #3 SUBTOTAL | | | | | | = \$202,094.25 |

WV-75
Created 07/18/12



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Raze International, Inc.
_____ of Shadyside, Ohio, as Principal, and Companion Property and Casualty Insurance
Company of Columbia, South Carolina, a corporation organized and existing under the laws of the State of
South Carolina with its principal office in the City of Atlanta, Georgia, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of **See Below (\$ 8,250.00) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Blanket Open End Statewide Contract to Provide Asbestos Abatement for all WV State Agencies and Political
Subdivisions

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
3rd day of January, 2013.

Principal Corporate Seal

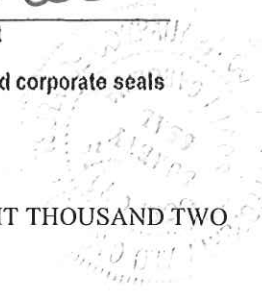
Raze International, Inc.
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
PRESIDENT
(Title)

Surety Corporate Seal

Companion Property and Casualty Insurance
(Name of Surety)
David R. Brett
David R. Brett Attorney-in-Fact

**IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

****FIVE PERCENT OF THE ATTACHED BID BOND AMOUNT – PENAL SUM NOT TO EXCEED EIGHT THOUSAND TWO
HUNDRED FIFTY DOLLARS (5% Not To Exceed \$8,250.00)**



COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)
51 Clemson Road
Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY ("Companion") had made, constituted and appointed, and by these presents does make, constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Stephen E. Lallier of Reynoldsburg, Ohio; Patricia E. Martin of Lutz, Florida; Melanie J. Stokes of Atlanta, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Scott E. Stoltzner of Birmingham, Alabama; Diane L. McLain of Fitchburg, Wisconsin; Brian A. O'Neal of Parker, Colorado; Jason S. Centrella of Jacksonville, Florida; Kelley E.M. Nys of Decatur, Georgia; Michael K. Thompson of Atlanta, GA; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million Dollars) including but not limited to consents of surety for the release of retained percentages and / or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be binding upon the Company as if they had been duly signed by the president and attested by any officer of the company in their own proper persons.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President and Chief Underwriting Officer this 27th day of July, 2012.

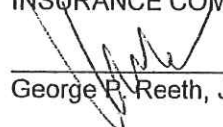
Attest:



Ron Carlson, VP and Chief Underwriting Officer

COMPANION PROPERTY AND CASUALTY
INSURANCE COMPANY

By:


George P. Reeth, Jr. President

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

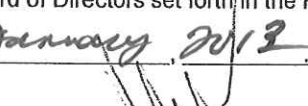
On this 27th day of July, 2012, before me personally came George P. Reeth, Jr., to me known, who being by me duly sworn, did depose and say that he resides in Columbia, in the County of Richland, State of SC, at Columbia; that he is the President of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

 Notary Public, State of SC, Qualified in Richland County Commission Expires: 7/16/14

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

I, the undersigned, an Officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 3rd day of January, 2012.


George P. Reeth, Jr. President



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WV

COUNTY OF MARSHALL, TO-WIT:

I, M. THOMAS BROWN, after being first duly sworn, depose and state as follows:

- 1. I am an employee of RAZE INTERNATIONAL, INC.; and,
(Company Name)
- 2. I do hereby attest that RAZE INTERNATIONAL, INC.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

RAZE INTERNATIONAL, INC.
(Company Name)

By: [Signature]

Title: PRESIDENT

Date: 1/3/13

Taken, subscribed and sworn to before me this 3 day of 2013.

By Commission expires December 31, 2014



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
LEEANN DAVOLIO
R.D. 2, Box 228A1
Moundsville, West Virginia 26041
My Commission Expires Dec. 31, 2014

[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. ABATMNT12

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: RAZE INTERNATIONAL, INC.
Authorized Signature: [Signature] Date: 1/3/13

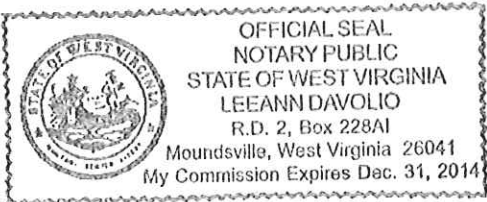
State of WV
County of Marshall, to-wit:

Taken, subscribed, and sworn to before me this 3 day of January, 2013.
My Commission expires December 31, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)




CERTIFICATION AND SIGNATURE PAGE

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

RAZE INTERNATIONAL, INC.

(Company)


(Authorized Signature)

M. THOMAS BROWN - PRESIDENT

(Representative Name, Title)

740-671-0077

(Phone Number)

740-671-0078

(Fax Number)

1/3/13

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ABATMNT12

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

RAZE INTERNATIONAL, INC.
Company


Authorized Signature

1/3/13
Date

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