

Request for Quotation:

**WV Purchasing Division
2019 Washington Street E
PO Box 50130
Charleston, WV 25305-0130**

**RFQ Number: ABATMNT08
Buyer: File 42
Bid Opening Date: 11/07/2007
Bid Opening Time: 1:30 PM**

**Prepared By:
MARCOR Remediation, Inc.
3900 Vero Road
Baltimore, MD 21227
(410) 247-5031**

**George W. Hilton, III
General Manager**

IMPORTANT

Please complete the information below and affix the label to the outside of your bid envelope. Thank you

Sealed Bid Enclosed

RFQ Number:	<u>ABATMNT08</u>
Buyer:	<u>FILE 42</u>
Bid Opening Date:	<u>11/07/2007</u>
Bid Opening Time:	<u>1:30 PM</u>

Mail To:

WV PURCHASING DIVISION
2019 WASHINGTON ST E
PO BOX 50130
CHARLESTON WV 25305-0130

Request for Quotation

TABLE of CONTENTS

- 1. Request for Quotation Copy**
- 2. Addendum No. 1**
- 3. Addendum No. 2**
- 4. Unit Pricing (Pages 15–26)**
- 5. Evaluation Pricing Pages (Pages 49-56)**
- 6. Certification**
- 7. Contractor Information**
- 8. Purchasing Affidavit**
- 9. Bid Bond**
- 10. Summary of Incidents**



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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Request for Quotation

RFQ NUMBER
ABATMNT08

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS 304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE

George Hilton
 MARCOR Remediation, Inc
 3900 Vero Road
 Baltimore, MD 21227

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/12/2007				

BID OPENING DATE: **11/07/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN END STATEWIDE CONTRACT FOR ASBESTOS ABATEMENT FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>*****NOTICE*****NOTICE*****NOTICE*****</p> <p>A MANDATORY PRE-BID MEETING IS SCHEDULED FOR WEDNESDAY, OCTOBER 3, 2007, AT 10:00 A.M. AT 601 57TH STEET, CHARLESTON, WEST VIRGINIA IN THE COOPER CONFERENCE ROOM. ALL INTERESTED BIDDERS ARE REQUIRED TO BE PRESENT AT THIS MEETING. FAILURE TO ATTEND THIS MANDATORY PRE-BID CONFERENCE SHALL RESULT IN AUTOMATIC DISQUALIFICATION. NO ONE PRESENT CAN REPRESENT MORE THAN ONE VENDOR.</p> <p>*****INQUIRIES</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON FRIDAY, SEPTEMBER 28, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(410) 247-5031	11/6/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Manager	52-2006784	

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

10

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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ABATMNT08

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE

George Hilton
 MARCOR Remediation, Inc
 3900 Vero Road
 Baltimore, MD 21227

**ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/12/2007				

BID OPENING DATE: **11/07/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ATTACHMENTS: 1. ABATMNT08 SPECIFICATIONS/CONDITIONS/PRICING PAGES FORTY PAGES. NOTE: BIDDERS ARE REQUESTED TO SUBMIT PRICING ON PRICING CATEGORIES. 2. ABATMNT08 EVALUATION PRICING PAGES, EIGHT PAGES. 3. VENDOR CERTIFICATION. 4. CONTRACTOR INFORMATION AND LICENSE INFORMATION. 5. AFFIDAIT						

VENDORS MUST SUBMIT PRICING FOR ALL CATAGORIES AND EVALUATION WILL BE BASED ON BID SCENARIOS.						
0001	1	EA		962-40		
ASBESTOS ABATEMENT						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE						

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		DATE	
		(410) 247-5031		11/6/07	
General Manager		52-2006784		ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELE (410) 247-5031	DATE 11/6/07
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TITLE General Manager	FEIN 52-2006784	ADDRESS CHANGES TO BE NOTED ABOVE
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PAGE
4

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**JO ANN ADKINS
 304-558-8802**

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VENDOR

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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT.</p> <p>THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPH# (410) 247-5031	DATE 11/6/07
TITLE General Manager	FEIN 52-2006784	ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
5

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 304-558-8802**

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<p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPH: (410) 247-5031 DATE: 11/6/07

TITLE: General Manager FEIN: 52-2006784 ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
6

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<p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPH (410) 247-5031	DATE 11/6/07
TITLE General Manager	FBN 52-2006784	ADDRESS CHANGES TO BE NOTED ABOVE

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



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PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS 304-558-8802

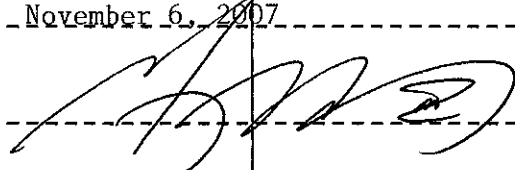
RFQ COPY
TYPE NAME/ADDRESS HERE


George Hilton
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 3900 Vero Road
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<p>THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>MARCOR Remediation, Inc.</u></p> <p>DATE: <u>November 6, 2007</u></p> <p>SIGNED: </p> <p>TITLE: <u>George W. Hilton, III / General Manager</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEP	DATE	
	(410) 247-5031	11/6/07	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
General Manager	52-2006784		

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PAGE
8

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: ABATMNT08</p> <p>BID OPENING DATE: 11/07/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- FAX: (410) 247-6714 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- George W. Hilton, III -----</p> <p>***** THIS IS THE END OF RFQ ABATMNT08 ***** TOTAL: \$ 343,390.62</p>						

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SIGNATURE	TELEPHONE	DATE
	(410) 247-5031	11/6/07

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General Manager	52-2006784	

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*****ADDENDUM NO. 1*****						
1. REVISED ABATMNT08 SPECIFICATIONS/CONDITIONS/ PRICING PAGE DATED 10/15/07 IS ATTACHED REFLECTING ONLY THOSE CHANGES QUESTION 7.						
2. QUESTIONS AND ANSWERS ATTACHED (2 PAGES).						
3. ADDENDUM ACKNOWLEDGEMENT						
EXHIBIT 10						
REQUISTION NO. ABATMNT08						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 ✓ 10/15/2007						
NO. 2 ✓ 10/17/2007						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL						

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPH (410) 247-5031	DATE 11/6/07
TITLE General Manager		FEIN 52-2006784	ADDRESS CHANGES TO BE NOTED ABOVE		

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

Request for Quotation

RFQ NUMBER
 ABATMNT08

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JO ANN ADKINS
 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

RECEIVED

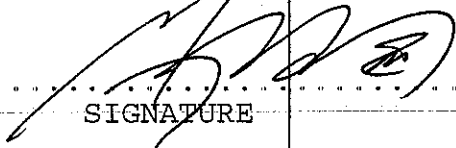
George Hilton
 MARCOR Remediation, Inc.
 3900 Vero Road
 Baltimore, MD 21227

SHIP TO

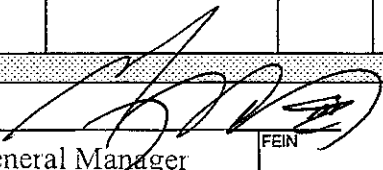
ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/15/2007				

BID OPENING DATE: 11/07/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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.						
 SIGNATURE						
MARCOR Remediation, Inc. COMPANY						
11/06/2007 DATE						
REV. 11/96						
*****END OF ADDENDUM NO. 1*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(410) 247-5031	11/6/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Manager	52-2006784	

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



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

Request for Quotation

RFQ NUMBER
ABATMNT08

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

RFQ COPY

George Hilton
Marc Remediation
 3900 Vero Road
 Balatimore, MD 21227

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

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/17/2007				

BID OPENING DATE: 11/07/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 2*****						
1. PRE-BID CONFERENCE SIGN IN SHEETS ATTACHED (6 PAGES)						
2. QUESTION AND ANSWERS						
(Q) REQUESTING CLARIFICATION FOR THE ANSWER TO QUESTION # 2 (FROM ADDENDUM NO.1), : " THE WINNING BIDS WILL BE BASED ON THE THREE SCENARIOS AND THE EVALUATION OF THE INDIVIDUAL COSTS." FOCUSING ON THE LAST PART OF THAT ANSWER, "AND THE EVALUATION OF THE INDIVIDUAL COSTS." WILL THE EVALUATION COSTS BE COMPLETED USING A SPECIFIC, OBJECTIVE, EVALUATION CRITERIA? IF SO, CAN THE STATE PLEASE IDENTIFY WHAT THE SPECIFIC, OBJECTIVE, EVALUATION CRITERIA WILL BE USED TO EVALUATE THE INDIVIDUAL COST?						
(A) THE INDIVIDUAL ITEMS WILL BE EVALUATED TO ENSURE NO COST FIXING.						
(Q) THE ANSWER TO QUESTION NO. 5 (ADDENDUM NO.1) APPEARS TO BE A TYPO, AS IT MIRRORS THE RESPONSE TO QUESTION NO. 6.						
(A) THIS IS TO CORRECT THE ANSWER TO QUESTION NO. FROM ADDENDUM NO. 1. THE CORRECT RESPONSE IS: DOES THE CONTRACTOR PROVIDE THE FINAL CLEARANCE? THE CONTRACTOR WILL BE RESPONSIBLE FOR A THIRD PARTY AIR CLEARANCE WITH A QUALIFIED STATE OF WEST VIRGINIA LICENSED COMPANY. COMPANY SHALL HAVE NVLAP LAB ACCREDITATION.						
3. THE QUESTION AND ANSWER TIME HAS EXPIRED AND BIDS ARE DUE ON 11/07/2007.						
*****END OF ADDENDUM NO. 2*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHON	DATE	
	(410) 247-5031	11/6/07	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
General Manager	52-2006784		

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

LICENSING REQUIREMENT

1 The prime contractor who is awarded this contract is responsible for ensuring all subcontractors on this project are appropriately licensed for conducting business with the State of West Virginia

2. The prime contractor must further notify all subs of their responsibility to register with:
 WEST VIRGINIA Tax Department (304) 558-2507
 WEST VIRGINIA Employment Security (304) 558-2624
 WEST VIRGINIA Workers Compensation (304) 926-5000
 Secretary of State (304) 558-6000
 WEST VIRGINIA Department of Labor (304) 558-7890

A Contractor License will be issued to subs only after they have registered each of the above agencies.

** ASBESTOS ABAIEMENT UNIT PRICES

Bids shall be based on normal working conditions and estimated quantities for unit prices in categories as follows. This Work will be authorized by approved Purchase Orders for the life of the Contract. The Contractor shall respond and be on site within eight (8) hours after notification of an emergency asbestos situation.

Category 1

260 linear feet or less of pipe lagging in the following dimensions:

1.0	One inch pipe, per linear foot	\$	22.20
1.1	Two inch pipe, per linear foot	\$	22.44
1.2	Three inch pipe, per linear foot	\$	22.74
1.3	Four inch pipe, per linear foot	\$	22.98
1.4	Five inch pipe, per linear foot	\$	23.16
1.5	Six inch pipe, per linear foot	\$	23.40
1.6	Seven inch pipe, per linear foot	\$	33.60
1.7	Eight inch pipe, per linear foot	\$	39.00
1.8	Nine inch pipe, per linear foot	\$	43.80
1.9	Ten inch pipe, per linear foot	\$	48.90
1.10	Eleven inch pipe, per linear foot	\$	51.90
1.11	Twelve inch pipe, per linear foot	\$	57.00

1.12	Over twelve inch pipe, per linear foot to 20 inches	\$	63.15
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Category 2

In amounts greater than 260 linear feet pipe lagging in the following dimensions:

20	One inch pipe, per linear foot	\$	12.40
2.1	Two inch pipe, per linear foot	\$	12.56
2.2	Three inch pipe, per linear foot	\$	12.76
2.3	Four inch pipe, per linear foot	\$	12.92
2.4	Five inch pipe, per linear foot	\$	13.04
2.5	Six inch pipe, per linear foot	\$	13.20
2.6	Seven inch pipe, per linear foot	\$	20.00
2.7	Eight inch pipe, per linear foot	\$	23.60
2.8	Nine inch pipe, per linear foot	\$	26.80
2.9	Ten inch pipe, per linear foot	\$	30.20
2.10	Eleven inch pipe, per linear foot	\$	32.20
2.11	Twelve inch pipe, per linear foot	\$	35.60
2.12	Over twelve inch pipe, per linear foot to 20 inches	\$	48.12

Category 3

Provide a price per square foot for the removal of the following types of asbestos materials in amounts of 260 square feet or less:

3.0	Floor tile, per square foot	\$	11.30
3.1	Floor tile with mastic, per square foot	\$	11.85
3.2	Spray-on fireproofing, per square foot	\$	48.00
3.3	Boiler and breeching insulation, per square foot	\$	29.50
3.4	Storage tank insulation, per square foot	\$	29.50
3.5	Ceiling or wall plaster, per square foot	\$	22.00
3.6	Transite type material, per square foot	\$	14.00
3.7	Roofing shingles, per square foot	\$	16.00
3.8	Roofing felts per square foot	\$	12.00
3.9	Roof flashing material, per square foot	\$	12.00
3.10	Roofing buildup material, per square foot	\$	19.50
3.11	Ceiling tile, per square foot	\$	12.00

Category 4

Provide a price per square foot for the removal of the following types of asbestos material in amounts greater than 260 square feet:

4.0	Floor tile, per square foot	\$	10.50
4.1	Floor tile with mastic, per square foot	\$	11.50
4.2	Spray-on fireproofing, per square foot	\$	29.00
4.3	Spray-on fireproofing, greater than 3000 square feet	\$	16.50
4.4	Boiler and breeching insulation, per square foot	\$	25.50
4.5	Storage tank insulation, per square foot	\$	25.50
4.6	Ceiling or wall plaster, per square foot	\$	19.50
4.7	Transite type material, per square foot	\$	11.00
4.8	Roofing shingles, per square foot	\$	13.00
4.9	Roofing felts per square foot	\$	10.50
4.10	Roof flashing material, per square foot	\$	10.50
4.11	Roofing buildup material, per square foot	\$	17.00
4.12	Ceiling tile, per square foot	\$	10.50

Category 5

Provide a unit price for the following:

5.0	Air samples, each	\$	35.00
5.1	Landfill disposal, per cubic yard	\$	135.00
5.2	Set of Air clearances, each	\$	595.00
5.3	Project Management, per hour	\$	75.00
5.4	Project Designer, per hour	\$	85.00
5.5	Inspector/Mgmt. Planner, per hour	\$	85.00
5.6	PLM (Asbestos Bulk Samples) 48 hour turn-around	\$	35.00
5.7	PLM (Asbestos Bulk Samples) Rush turn around time	\$	55.00

Category 6

Provide a price per square foot for the application of a bridging or a penetrating

encapsulation in the amount of 260 square feet or less

6.0	Bridging or a penetrating encapsulation <260 sq. ft.	\$	5.00
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Category 7

Provide a price per square foot for the application of a bridging or a penetrating encapsulation in amounts greater than 260 square feet

7.0	Bridging or a penetrating encapsulation >260 sq. ft.	\$	4.00
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Category 8

The price for all pipefitting, such as ells, tees, valves, and flanges, shall be based on a factor of 1.5 of the linear foot cost for the appropriate size of pipe involved. Do not price this item independently.

8.0	All pipefitting	\$	
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Category 9

Insulation Unit Prices for Fitting Factors: All ells, tees, flanges, and valves shall be based on a factor of three times the linear foot cost for the appropriate size of the pipe involved.

9.0	All pipefitting insulation 3 X LF	\$	
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Category 10

INSULATION UNIT PRICES FOR PIPING
(PRICE PER LINEAR FOOT) 260 LF OR LESS
INSULATION SPECIFICATION: TYPE 1

	Insulation Size	(a) 1/2" thick	(b) 1" thick	(c) 1 1/2" thick	(d) 2" thick
10.0	1/2"	\$ 6.14	\$ 6.29	\$ 7.40	\$ 8.60
10.1	3/4"	\$ 6.26	\$ 6.46	\$ 7.50	\$ 8.75
10.2	1"	\$ 6.30	\$ 6.48	\$ 7.61	\$ 8.99
10.3	1 1/2"	\$ 6.49	\$ 6.76	\$ 7.95	\$ 9.41
10.4	2"	\$ 6.60	\$ 6.90	\$ 8.17	\$ 9.62
10.5	2 1/2"	\$ 6.79	\$ 7.07	\$ 8.46	\$ 9.90
10.6	3"	\$ 6.97	\$ 7.30	\$ 8.59	\$ 10.27
10.7	4"	\$ 7.43	\$ 7.88	\$ 9.04	\$ 11.04
10.8	5"	\$ 7.76	\$ 8.30	\$ 9.47	\$ 11.76
10.9	6"	\$ 7.88	\$ 8.46	\$ 9.65	\$ 11.95
10.10	8"	n/a	\$ 9.87	\$ 10.75	\$ 13.52

10.11	10"	n/a	\$ 10.63	\$ 12.09	\$ 15.11
10.12	12"	n/a	\$ 11.39	\$ 12.73	\$ 16.15
10.13	14"	n/a	\$ 12.66	\$ 14.23	\$ 19.30
10.14	16"	n/a	\$ 14.77	\$ 16.35	\$ 20.65
10.15	18"	n/a	\$ 15.59	\$ 17.86	\$ 22.05
10.16	20"	n/a	\$ 16.80	\$ 18.60	\$ 23.86
10.17	24"	n/a	\$ 19.30	\$ 20.86	\$ 26.09

Category 11

INSULATION UNIT PRICES FOR PIPING
(PRICE PER LINEAR FOOT) MORE THAN 260 LF
INSULATION SPECIFICATION: TYPE 1

	Insulation Size	(a) 1/2' thick	(b) 1 thick	(c) 1 1/2" thick	(d) 2 thick
11.0	1/2"	\$ 3.63	\$ 3.78	\$ 4.89	\$ 6.09
11.1	3/4"	\$ 3.75	\$ 3.95	\$ 4.99	\$ 6.23
11.2	1"	\$ 3.78	\$ 3.97	\$ 5.10	\$ 6.47
11.3	1 1/2"	\$ 3.97	\$ 4.24	\$ 5.43	\$ 6.90
11.4	2"	\$ 4.09	\$ 4.38	\$ 5.66	\$ 7.10
11.5	2 1/2"	\$ 4.27	\$ 4.56	\$ 5.95	\$ 7.39
11.6	3"	\$ 4.45	\$ 4.79	\$ 6.07	\$ 7.75
11.7	4"	\$ 4.91	\$ 5.36	\$ 6.52	\$ 8.52
11.8	5"	\$ 5.24	\$ 5.79	\$ 6.95	\$ 9.24
11.9	6"	\$ 5.53	\$ 5.95	\$ 7.13	\$ 9.43
11.10	8"	n/a	\$ 7.35	\$ 8.23	\$ 11.00
11.11	10"	n/a	\$ 8.11	\$ 9.57	\$ 12.60
11.12	12"	n/a	\$ 8.87	\$ 10.21	\$ 13.63
11.13	14"	n/a	\$ 10.14	\$ 11.71	\$ 16.78
11.14	16"	n/a	\$ 12.25	\$ 13.83	\$ 18.13
11.15	18"	n/a	\$ 13.07	\$ 15.34	\$ 19.53
11.16	20"	n/a	\$ 14.29	\$ 16.09	\$ 21.34
11.17	24"	n/a	\$ 16.79	\$ 18.34	\$ 23.60

Category 12

Additional Factors

Insta11 016 smooth aluminum jacketing secured with Y2-inch aluminum bands and clips at 12-inch centers This is to be applied to the straight pipe in addition to the normal finish where required

12.0	Factor per square foot at less than 260 sq. ft. Add	\$ 13.25
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12.1	Factor per square foot at more than 260 sq. ft.	Add	\$	18.75
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Category 13

STATE OF WEST VIRGINIA INSULATION UNIT PRICES FOR PIPING (PRICE PER LINEAR FOOT) 260 LF OR LESS INSULATION SPECIFICATION: TYPE 2

	Insulation Size	(a) 1/2" thick	(b) 1" thick	(c) 1 1/2" thick	(d) 2" thick
13.0	1/2"	\$ 5.97	\$ 7.05	\$ 8.05	\$ 9.48
13.1	3/4"	\$ 6.17	\$ 7.65	\$ 8.40	\$ 10.83
13.2	1"	\$ 6.27	\$ 8.27	\$ 9.18	\$ 11.48
13.3	1 1/2"	\$ 6.53	\$ 9.24	\$ 9.98	\$ 12.17
13.4	2"	\$ 6.95	\$ 10.09	\$ 10.88	\$ 12.38
13.5	2 1/2"	\$ 7.38	\$ 11.99	\$ 12.63	\$ 13.83
13.6	3"	\$ 7.69	\$ 13.17	\$ 13.93	\$ 14.83

Category 14

STATE OF WEST VIRGINIA INSULATION UNIT PRICES FOR PIPING (PRICE PER LINEAR FOOT) MORE THAN 260 LF INSULATION SPECIFICATION: TYPE 2

	Insulation Size	(a) 1/2" thick	(b) 1" thick	(c) 1 1/2" thick	(d) 2" thick
14.0	1/2"	\$ 3.46	\$ 4.54	\$ 5.54	\$ 6.06
14.1	3/4"	\$ 3.66	\$ 5.14	\$ 6.42	\$ 6.71
14.2	1"	\$ 3.76	\$ 5.76	\$ 7.30	\$ 7.97
14.3	1 1/2"	\$ 3.93	\$ 6.73	\$ 7.69	\$ 8.36
14.4	2"	\$ 4.33	\$ 7.57	\$ 9.04	\$ 9.60
14.5	2 1/2"	\$ 4.76	\$ 9.47	\$ 9.76	\$ 10.91
14.6	3"	\$ 5.17	\$ 10.61	\$ 11.42	\$ 12.26

Category 15

UNIT PRICES PER SQUARE FOOT FOR THE INSULATION OF SQUARE HVAC SUPPLY OR RETURN AIR DUCTWORK SHALL BE AS FOLLOWS, IN AMOUNTS LESS THAN 260 SQ. FT. USING TYPE 3 INSULATION

	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCK
15.0	1 1/2" Thick	\$ 15.00

Category 16

(PRICE PER LINEAR FOOT) MORE THAN 260 LF.
INSULATION SPECIFICATION: TYPE 3

	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCK
16.0	1 1/2" Thick	\$ 12.00

Category 17

UNIT PRICES PER SQUARE FOOT FOR THE INSULATION OF ROUND OR SQUARE HVAC SUPPLY OR RETURN AIR DUCTWORK SHALL BE AS FOLLOWS, IN THE AMOUNTS LESS THAN 260 SQ. FT. USING TYPE 4 INSULATION

	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCK
17.0	1 1/2" Thick	\$ 17.00

Category 18

(PRICE PER SQUARE FOOT) MORE THAN 260 SQ. FT.
INSULATION SPECIFICATION: TYPE 4

	Insulation Thickness	HVAC SUPPLY & RETURN AIR DUCK
18.0	1 1/2" Thick	\$ 14.00

Category 19 Additional Factors

Insta11 016 smooth aluminum jacketing secured with 1/2 inch aluminum bands and clips at 12-inch centers. This applies to exposed round or square ducts that require Type 3 or Type 4 insulation,

19 0 Add 2 4 factor per square foot at less than 260 sq ft. \$29 00
 19 1 Add 2 1 factor per square foot at more than 260 sq ft \$19 00

Category 20

UNIT PRICES PER SQUARE FOOT FOR THE INSULATION OF BOILERS
 TANKS BREECHING AND THE LIKE SHALL BE AS FOLLOWS, IN THE AMOUNTS
 LESS THAN 260 SQ FT USING TYPE 6 INSULATION 3 LB FIBERGLASS W/ASJ
 OR FSK FINISH

(PRICE PER SQUARE FOOT) 260 SQ FT OR LESS
 INSULATION SPECIFICATION: TYPE 6

	Insulation Thickness	(a) Shell Surface	(b) Bottom & Horz Heads	(c) Top Heads
20.0	1" Thick	\$ 12.80	\$ 13.00	\$ 15.00
20.1	1 1/2" Thick	\$ 12.95	\$ 14.00	\$ 16.00
20.2	2" Thick	\$ 13.50	\$ 15.00	\$ 17.00

Category 21

(PRICE PER SQUARE FOOT) MORE THAN 260 SQ FT
 INSULATION SPECIFICATION: TYPE 6

	Insulation Thickness	(a) Shell Surface	(b) Bottom & Horz Heads	(c) Top Heads
21.1	1" Thick	\$ 8.00	\$ 8.50	\$ 10.50
21.2	1 1/2" Thick	\$ 9.00	\$ 9.50	\$ 11.50
21.3	2" Thick	\$ 9.75	\$ 10.75	\$ 12.75

Category 22

UNIT PRICES PER SQUARE FOOT FOR THE INSULATION OF BOILERS
 TANKS, BREECHING AND THE LIKE SHALL BE AS FOLLOWS, IN THE
 AMOUNTS LESS THAN 260 SQ FT USING TYPE 7 INSULATION

(PRICE PER SQUARE FOOT) 260 SQ FT OR LESS
 INSULATION SPECIFICATION: TYPE 7 Cal-Sil - Canvas or Metal Finish

	Insulation Thickness	(a) Shell Surface	(b) Bottom & Horz Heads	(c) Top Heads
22.0	1" Thick	\$ 28.00	\$ 29.00	\$ 32.00
22.1	1 1/2" Thick	\$ 32.00	\$ 36.00	\$ 39.00
22.2	2" Thick	\$ 35.00	\$ 39.00	\$ 42.00

Category 23

PRICE PER SQUARE FOOT) MORE THAN 260 SQ FT
INSULATION SPECIFICATION: TYPE 7

	Insulation Thickness	(a) Shell Surface	(b) Bottom & Horz Heads	(c) Top Heads
23.0	1" Thick	\$ 30.80	\$ 31.90	\$ 35.20
23.1	1 1/2" Thick	\$ 35.20	\$ 39.60	\$ 42.90
23.2	2" Thick	\$ 38.50	\$ 42.90	\$ 46.20

Category 24

UNIT PRICES PER SQUARE FOOT FOR CEMENTITIOUS FIREPROOFING ON
SUPPORT STEEL BEAMS AND FLOOR DECKING SHALL BE AS FOLLOWS, IN THE
AMOUNTS LESS THAN 260 SQ FT

	Insulation Thickness	FIREPROOFING "MONKOTE" OR EQUAL
24.0	1" Thick	\$ 75.00

Category 25

SEE SPRAY-ON FIREPROOFING SPECIFICATIONS
(PRICE PER SQUARE FOOT) MORE THAN 260 SQ FT
INSULATION SPECIFICATION:

	Insulation Thickness	FIREPROOFING "MONKOTE" OR EQUAL
25.0	1" Thick	\$ 8.50

MECHANICAL INSULATION

RELATED DOCUMENTS

Drawings and general provision of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

Division-15 Basic Mechanical Requirements and Basic Mechanical Materials and Methods sections apply to work specified in this section.

DESCRIPTION OF WORK

Extent of mechanical insulation required by this section is indicated on drawings and schedules, and by requirements of this section

PART 2-PRODUCTS

THERMAL AND ACOUSTIC INSULATION

The Contractor shall furnish and install all insulation necessary to the project and in accordance with the following 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 spread 25 and smoke developed 150 as tested by the same procedure. All calcium silicate shall be asbestos free.

SYSTEM SCHEDULE: 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 & Existing)	2	1 1/2" & Under Only	1/2"	
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"
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Piping installed outdoors to be insulated installed with type 2 insulation.

Insulation Types: Subject to compliance with requirements, provide insulation products of the following:

1. 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.

2. 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.

3. 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

4. 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.

5. 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.

6. 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.

7. 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

2.1.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.

ABATMNT08
Evaluation Pricing Pages

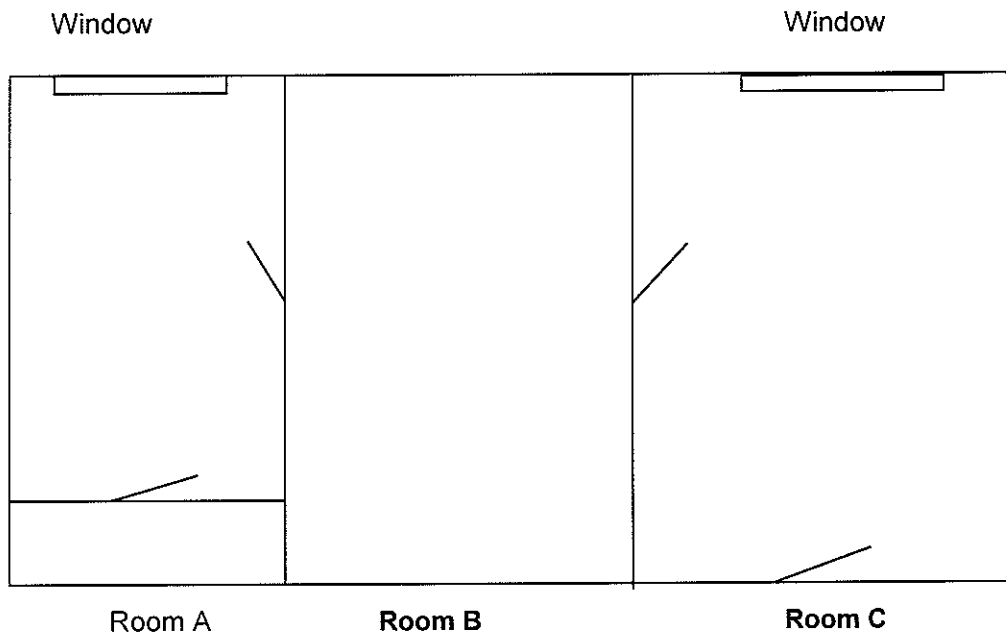
BID SCENARIO NUMBER 1

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.

ABATMENT08 - COST BID SUMMARY

BID SCENARIO	Description	Unit Bid per Sq Ft	Bid Total
	BID SCENARIO NUMBER 1		
ROOM A	Removal of Carpet per Sq Ft	\$ 0.50	\$ 75.00
ROOM A	Abate tile & mastic per Sq Ft	\$ 11.85	\$ 1,777.50
Material	(Provide Itemized List)	\$ 0.30	\$ 45.00
Labor	Per Hour	\$ 65.00	\$ 65.00
BID SCENARIO NUMBER 1 SUBTOTAL			\$ 1,962.50

9/10/2007

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 3/4 inch sheet insulation on the air handler
- 420 square feet of 1 inch sheet insulation on the vent ducting

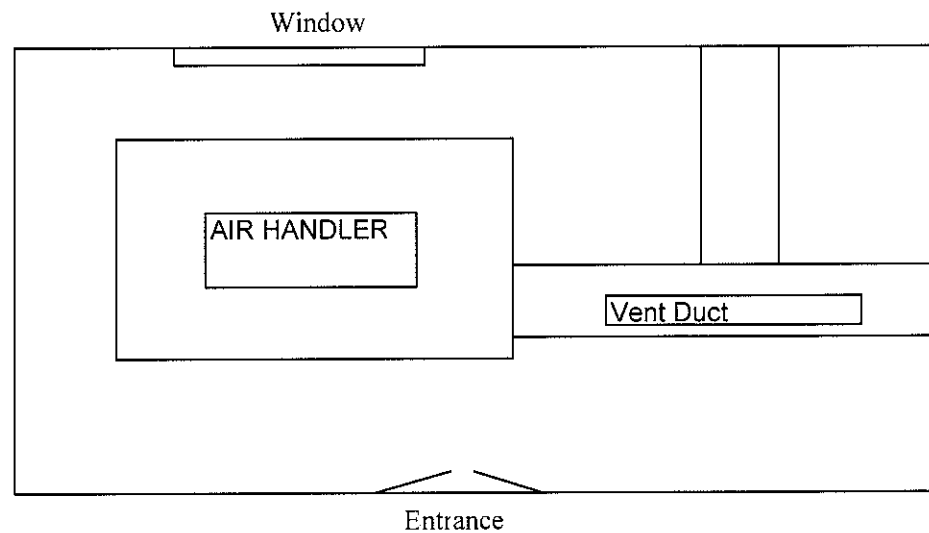
Chill water piping

- 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
- 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



ABATMENT08 - COST BID SUMMARY

BID SCENARIO	Description	Unit Bid per SQ Ft	Bid Total
	BID SCENARIO NUMBER 2		
	Sheet Insulation on Air Handler per Sq Ft	2.50	\$ 2,450.00
	Sheet Insulation on Vent Ducting per Sq Ft	2.50	\$ 1,050.00
Removal - Water Piping			\$ -
	1" Piping	12.40	\$ 1,488.00
	2" Piping	12.56	\$ 1,117.84
	4" Piping	12.92	\$ 1,485.80
Reinsulation - Water Piping	Per Linear Foot	4.50	\$ 1,457.42
Removal - Steam Piping			\$ -
	12" Piping	35.60	\$ 1,139.20
	24" Piping	35.60	\$ 10,502.00
	Elbow, Valves and Tees	35.60	\$ 1,673.20
Reinsulation - Steam Piping	Per Linear Foot	22.16	\$ 7,245.84
Materials	(Provide Itemized List)	1.30	\$ 1,950.00
Labor	Per Hour	65.00	\$ 65.00
BID SCENARIO NUMBER 2 SUBTOTAL			\$ 31,624.30

9/10/2007

BID SCENARIO NUMBER 3

We are requesting bids for the abatement, disposal and re-insulation of Building 62 12 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:

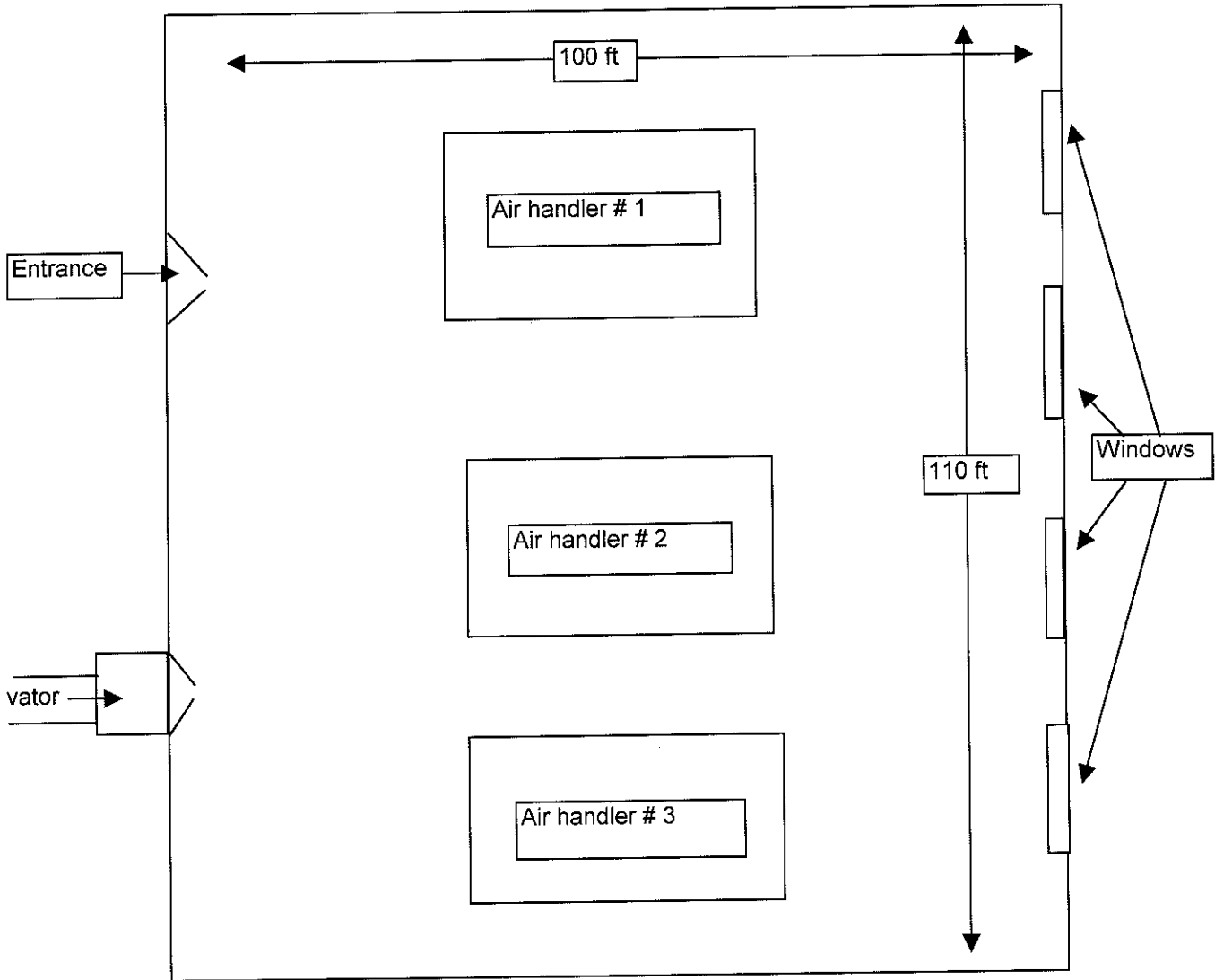
175 linear feet of 1" piping
1" tee — 8
1" valves — 16
1" elbows — 24
85 linear feet of 6" piping
6" valves — 6
6" tees — 4
6" elbows — 8
155 linear feet of 2" piping
2" tees — 9
2" elbows — 16
2" valves — 6

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



ABATMENT08 - COST BID SUMMARY

BID SCENARIO	Description	Unit Bid per Sq Ft	Bid Total
	BID SCENARIO NUMBER 3		
Removal - Sheet Insulation	Air Handler per Sq Ft	\$ 2.50	\$ 6,087.50
Removal - Sprayon Insulation	Per Linear Foot	\$ 16.50	\$ 181,500.00
Removal - Water Piping		\$ -	\$ -
	1" Piping	\$ 12.40	\$ 2,170.00
	2" Piping	\$ 12.56	\$ 1,946.80
	6" Piping	\$ 13.20	\$ 1,122.00
	Elbow, Valves and Tees	\$ 12.62	\$ 1,224.49
Reinsulation - Water Piping	Per Linear Foot	\$ 4.44	\$ 1,842.65
Removal - Steam Piping			
	8" Piping	\$ 23.60	\$ 3,304.00
	12" Piping	\$ 35.60	\$ 2,848.00
	Elbow, Valves and Tees	\$ 27.96	\$ 782.98
Reinsulation - Steam Piping	Per Linear Foot	\$ 11.96	\$ 2,630.40
Reinsulation - Spray on Insulation	Per Linear Foot	\$ 8.50	\$ 93,500.00
Materials	(Provide Itemized List)	\$ 0.98	\$ 10,780.00
Labor	Per Hour	\$ 65.00	\$ 65.00
BID SCENARIO NUMBER 3 SUBTOTAL			\$ 309,803.82

ABATMENT08 - COST BID SUMMARY

BID RECAP	
BID SCENARIO NUMBER 1	\$ 1,962.50
BID SCENARIO NUMBER 2	\$ 31,624.30
BID SCENARIO NUMBER 3	\$ 309,803.82
BID GRAND TOTAL	\$ 343,390.62
<p>CONTACT PERSON: George W. Hilton, III (Please Print) PHONE: (410) 247-5031</p> <p>COMPANY NAME: MARCOR Remediation, Inc. FAX: (410) 247-6714</p> <p>ADDRESS: 3900 Vero Road EMAIL: hiltong@marcor.com Baltimore, MD 21227</p> <p>CONTACT PERSON:  (Signature)</p>	

Certification

ABATMNT08

By submitting a signed bid for ABATMN08 – Asbestos Abatement – vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

MARCOR REMEDIATION, INC.
Vendor (Type Name of Company)

3900 VERO ROAD, BALTIMORE, MD 21227-1510
Address

GEORGE W. HILTON III
Name (Type Name)

GENERAL MANAGER
Title


Signature

11/06/2007
Date

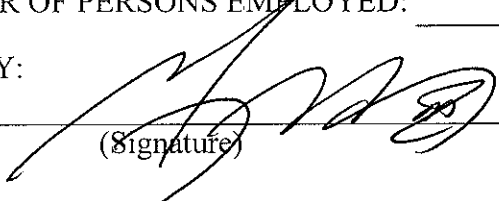
Note: No contract shall be awarded prior to receipt of this certification.

Contractor Information

Contract Coordinator:

Name: George W. Hilton III
 Title: General Manager
 EMAIL ADDRESS: hiltong@MARCOR.com
 ADDRESS: 3900 Vero Road
 CITY / STATE: Baltimore, Maryland ZIP: 21227-1510
 PHONE: 410.247.5031 FAX: 410.247.6714
 CELL PHONE: 443.324.4011
 TAX PAYER I.D. NUMBER (FEIN): 52-2006784
 COMPANY NAME: MARCOR Remediation, Inc.
 COMPANY WEB SITE ADDRESS: www.MARCOR.com
 NUMBER OF LOCATIONS: 15
 NUMBER OF PERSONS EMPLOYED: 615

CERTIFIED BY:


 _____ (Signature) _____ 11/06/2007 (Date)

CONTRACTOR'S LICENSE:

West Virginia State Code §21-22-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractor Licensing Board is empowered to issue the Contractor License. Application for a Contractor License may be made by contacting the West Virginia Department of Labor, 1800 Washington Street, E., Charleston, West Virginia 25305, telephone (304) 558-7890.

West Virginia State Code §21-11-11 requires any prospective bidder to include the Contract License number on their bid.

Bidders to Complete:

Contractor's Name: MARCOR REMEDIATION, INC.
 Contractor's License Number: WV027817
 Asbestos Abatement License Number: AC001342

The successful bidder will be required to furnish a copy of their Contractor's License prior to issuance of a Purchase Order / Contract

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated

Vendor's Name: MARCOR REMEDIATION, INC.

Authorized Signature: _____

Date: 11/06/2007

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, MARCOR REMEDIATION, INC.
of BALTIMORE, MARYLAND, as Principal, and ARCH INSURANCE COMPANY
of PASADENA, CALIFORNIA, a corporation organized and existing under the laws of the State of MISSOURI with its principal office in the City of NEW YORK, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of FIVE PERCENT OF BID (\$ 5%) 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 ABATMNT08, ASBESTOS ABATEMENT AND REMOVAL SERVICES

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 18TH day of OCTOBER, 2007.

Principal Corporate Seal

MARCOR REMEDIATION, INC.
(Name of Principal)
By [Signature]
(Must be President or Vice President)
General Manager
(Title)

Surety Corporate Seal

ARCH INSURANCE COMPANY
(Name of Surety)

Paul Boucher
Attorney-in-Fact
PAUL BOUCHER, 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.

STATE OF CALIFORNIA

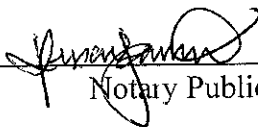
COUNTY OF LOS ANGELES

Bond No. N/A

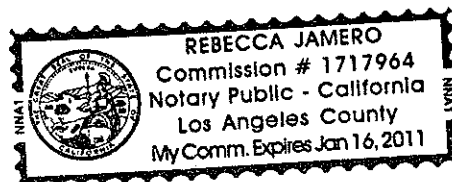
On OCTOBER 18, 2007, before me, REBECCA JAMERO, a Notary Public in and for the above county, personally appeared PAUL BOUCHER to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the state of MISSOURI, that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by his voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.

My Commission Expires: JANUARY 16, 2011



Notary Public



In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 31st day of July, 2007

Arch Insurance Company

Attested and Certified



Martin J. Nilsen

Martin J. Nilsen, Secretary

Edward M. Titus

Edward M. Titus, Vice President

STATE OF NEW YORK SS

COUNTY OF NEW YORK SS

I Peter J. Calleo, a Notary Public, do hereby certify that Edward M. Titus and Martin J. Nilsen personally known to me to be the same persons whose names are respectively as Vice President and Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

PETER J. CALLEO, ESQ.
Notary Public, State of New York
No. 02CA6109336
Qualified in New York County
Commission Expires May 3, 2008

Peter J. Calleo
Peter J. Calleo, Notary Public
My commission expires 5-03-2008

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Edward M. Titus, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 18TH day of OCTOBER, 2007

Martin J. Nilsen
Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group
135 N. Robles Ave., Ste. 825
Pasadena, CA 91101





MARCOR Remediation, Inc.

3900 Vero Road
Baltimore, MD 21227

410-247-5031
410-247-6714 (FAX)
800-666-0741

- Provide a summary of all incidents in which the bidder's Firm was cited for noncompliance with West Virginia DHHR regulations within the past 24-months.
- Provide what corrective action was taken

We are not aware of any noncompliance with West Virginia Dept of Health and Human Resources regulations.



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

Request for Quotation

RFQ NUMBER
ABATMNT08

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

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	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/12/2007				

BID OPENING DATE: **11/07/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT FOR ASBESTOS ABATEMENT FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>*****NOTICE*****NOTICE*****NOTICE*****</p> <p>A MANDATORY PRE-BID MEETING IS SCHEDULED FOR WEDNESDAY, OCTOBER 3, 2007, AT 10:00 A.M. AT 601 57TH STEET, CHARLESTON, WEST VIRGINIA IN THE COOPER CONFERENCE ROOM. ALL INTERESTED BIDDERS ARE REQUIRED TO BE PRESENT AT THIS MEETING. FAILURE TO ATTEND THIS MANDATORY PRE-BID CONFERENCE SHALL RESULT IN AUTOMATIC DISQUALIFICATION. NO ONE PRESENT CAN REPRESENT MORE THAN ONE VENDOR.</p> <p>*****INQUIRIES</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON FRIDAY, SEPTEMBER 28, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 740-671-0077	DATE 11/7/07	
TITLE VICE PRESIDENT	FEIN 34-1924028	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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

Request for Quotation

RFQ NUMBER
ABATMNT08

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS 304-558-8802

PO BOX 100

*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 09/12/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/07/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ATTACHMENTS:</p> <p>1. ABATMNT08 SPECIFICATIONS/CONDITIONS/PRICING PAGES FORTY PAGES. NOTE: BIDDERS ARE REQUESTED TO SUBMIT PRICING ON PRICING CATEGORIES.</p> <p>2. ABATMNT08 EVALUATION PRICING PAGES, EIGHT PAGES.</p> <p>3. VENDOR CERTIFICATION.</p> <p>4. CONTRACTOR INFORMATION AND LICENSE INFORMATION.</p> <p>5. AFFIDAIT</p> <p>*****</p> <p>VENDORS MUST SUBMIT PRICING FOR ALL CATAGORIES AND EVALUATION WILL BE BASED ON BID SCENARIOS.</p>						
0001	1	EA	962-40	ASBESTOS ABATEMENT		
<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

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

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
ABATMNT08

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JO ANN ADKINS
 304-558-8802**

AUCTION

*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 09/12/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/07/2007 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

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SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFO NUMBER
ABATMNT08

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JO ANN ADKINS
 304-558-8802**

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	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/12/2007				
BID OPENING DATE: 11/07/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

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PAGE:
5

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<p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR</p>						

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PAGE
6

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<p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND</p>						

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PAGE
7

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VENDOR

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<p>THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>RAZE INTERNATIONAL, INC.</u></p> <p>DATE: <u>11/07/07</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>VICE PRESIDENT</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE [Signature] TELEPHONE 740-671-0077 DATE 11/7/07

TITLE VICE PRESIDENT FEIN 34-1924028 ADDRESS CHANGES TO BE NOTED ABOVE

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



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Request for Quotation

RFQ NUMBER
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PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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 304-558-8802**

PURCHASING

*907121402 304-281-2299
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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: ABATMNT08</p> <p>BID OPENING DATE: 11/07/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- 740-671-0078 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p style="text-align: center;">----- TOM BROWN -----</p> <p>***** THIS IS THE END OF RFQ ABATMNT08 ***** TOTAL: <u>197,453.50</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>m j r</i>	TELEPHONE 740-671-0077	DATE 11/7/07
TITLE VICE PRESIDENT	FEIN 34-1924028	ADDRESS CHANGES TO BE NOTED ABOVE

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ABATMENT08

Specifications/Conditions/Pricing Page

*****Complete ALL Pricing Pages*****

A. OBJECTIVE:

The purpose of this project is to establish an on-call service, to be used on an as-needed basis, for all West Virginia Agencies and political subdivisions to remove and/or encapsulate Asbestos Containing Materials (ACM).

The Contractor will be responsible to provide all equipment, material, and labor to remove the materials according to the requirements of West Virginia Department of Environmental Protection and Department of Health and Human Resources Asbestos Compliance Division. Upon completion, the vendor will provide clearance report and final report as stated in this document. Most work must be performed after hours or on weekends, or as scheduled with the State of West Virginia project manager.

B. SCOPE OF WORK:

The scope of work will include, but not be limited to, removal of all asbestos or material suspected of containing asbestos materials. Following removal of asbestos, seal ("lockdown") all surfaces from which asbestos was removed. This includes all known or assumed ACM. Upon completion of the removal of known or suspected asbestos material, thoroughly HEPA vacuum and wet-wipe surfaces within the work space, including but not limited to all ledges, ductwork, equipment, floors, and other surfaces if required. The release orders based on the unit prices as submitted, for the life of the contract will authorize work under the Unit Price section. The size and nature of abatement work under the unit price section may vary as needed from small term, short duration jobs to larger more involved full-scale asbestos removal projects as needed and authorized by the State.

Unit prices include all labor, materials, equipment, supplies, transportation, etc. necessary to perform complete projects.

C. MANDATORY REQUIREMENTS:

1. Business must be licensed in the State of West Virginia permitting the entity to engage in an asbestos project.
2. Provide summary of all incidents in which Bidder's firm was cited for noncompliance with West Virginia DHHR regulations within the past 24-months. Provide what corrective action was taken.
3. All work must be done using the best available techniques and materials available.
4. All work is to be performed by personnel with minimum current Class I Asbestos Worker Certification, and under the supervision of an experienced Class II Asbestos Supervisor.

5. Vendor is responsible at the vendor's expense for ensuring that all employees working on State property have passed a criminal background check for security purposes.
6. All work must be performed in accordance with all applicable federal, state and local building codes and regulations and all applicable asbestos regulations.
7. Vendor will maintain storage of all on-site material and equipment in approved locked job box or other storage method approved by the State of West Virginia. The State project manager will approve location of site.
8. Vendor must exercise caution when working around pipes, avoiding standing on, pushing, or otherwise exerting un-due strain on the pipes. Damage to pipe during this project shall be immediately reported and actual costs of repair will be deducted from final payment.
9. Vendor will provide all labor, safety equipment, portable lighting, hoses, tools and other devices or equipment necessary to complete work in a safe and efficient manner.
10. Vendor will be responsible to barricade areas of work to maintain the safety of the public; and to perform all work and procedures as required by DHHR.
11. Vendor will perform other related work as appropriate to insure compliance with all regulations, as well as any additional measures needed to insure there is no asbestos exposure to those working in or near stated areas in the future.
12. Vendor will be responsible for any damages from fiber release occurring during this work, negligence, or accidents caused as a result of employee involvement in this project.
13. All property, private or public, which is disturbed or affected by services provided, will be restored to a condition equal to or better than existed prior to the commencement of work.
14. Such restoration shall include, but not be limited to, re-grading and seeding of areas where grass was planted and growing. Vendor does not have to ensure growth of such seeded areas.
15. Vendor, upon completion, will provide a final report including description of work in all locations, clearance report, waste manifest signed by landfill representative, and all other documents related to this project.
16. Vendor must have a minimum of five years experience in asbestos abatement and provide information of any violations within the past 24 months and corrective action taken.

D. HOLD HARMLESS

To the fullest extent permitted by law, the vendor agrees to defend, pay in behalf of, and holds harmless the State of West Virginia, its elected and appointed officials, employees

and volunteers and others working in behalf of the State of West Virginia, against any claims, demands, suits, loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Vendor, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is any way connected or associated with this contract.

E. INDEMNIFICATION

The Contractor shall hold the State of West Virginia harmless from and indemnify it against all liability, including attorney's fee, which may arise from and accrue directly from the performance of the work or any obligation of the Contractor or failure of the Contractor to perform any work or obligation provided for in the agreement.

F. PAYMENT TERMS

1. Upon completion of work, and before final payment, contractor shall deliver a Project Manual that includes all applicable compliance documentation, clearly describing work completed and other items as outlined in these specifications. Project manual shall be delivered to the designated project manager prior to final payment.

2. Final payment shall be paid upon final completion of all requirements specified within this document.

3. Monthly payments will be allowed based on work completed according to a pre-submitted and approved schedule of values. Ten percent (10%) retainage will be held until final payment is approved.

G. WARRANTIES

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

H. INQUIRIES

Questions regarding the purchasing process should be submitted in writing to: JoAnne Adkins, Senior Buyer, Department of Administration, PO Box 50130, 2019 Washington St. East, Charleston, West Virginia 25305-0130. Phone: 304-558-8802

I. CANCELLATION: The Director of Purchasing reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied are of an inferior quality or do not conform with the specifications of the Bid and Contract herein.

J. ARBITRATION: Any references made to arbitration or interest for payments due (except for any interest required by State law) contained in this Contract or in any American Institute of Architect's documents pertaining to this Contract are hereby deleted.

K. WORKER'S COMPENSATION: Compliance is required with all rules and regulations of the West Virginia Compensation Commission.

L. INSURANCE REQUIREMENTS: Successful vendor shall furnish proof of coverage of Commercial General Liability Insurance prior to issuance of a Contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is

\$1,000,000. Liability insurance coverage will be considered as primary and not as excess insurance. The vendor will provide thirty (30) days written notice to the State of West Virginia by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract will cease and will not resume until coverage has been restored.

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the Contractor to furnish to the State of West Virginia a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will be no lapse in any coverage. State of West Virginia will be named as an additional insured.

1. The vendor must use the applicable counties prevailing wage rates. The schedules can be found on the State of West Virginia website <http://www.WestVirginiasos.com>

2. The State of West Virginia will suffer financial loss if jobs are not Substantially Complete within the specified Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner \$250.00 per day, not as a penalty, but as liquidated damages. For each calendar day of delay in achieving Final Completion the Contractor shall be liable for and shall pay half of the amount of liquidated damages stated above, plus any and all additional fees of the Architect and the Architect's consultants that may accrue. Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the contractor.

BONDS: A Bid Bond, in the amount of five percent (5%) of the total cost of the three bid scenarios, is required with submission of the bid. Bonds may be provided in the form of a certified check, irrevocable letter of credit, or bond furnished by a solvent surety company authorized to do business in the state of West Virginia.

The successful bidder shall furnish a performance bond and labor/material bond for one hundred (100%) percent of the amount of any release from the contract greater than or equal to \$25,000.00, prior to issuance of a release order. Bonds may be provided in the form of a certified check, irrevocable letter of credit, or bond furnished by a solvent surety company authorized to do business in the state of West Virginia. A letter of credit submitted in lieu of a performance and labor/material bond will only be allowed for release orders under \$100,000. Personal or business checks are not acceptable in lieu of the performance bond or labor/material bond.

LIFE OF CONTRACT: This contract becomes effective on _____ and extends for _____

a period of one year or until such reasonable time thereafter as is necessary to obtain a new contractor renew the original contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Chief Procurement Officer thirty (30) days written notice.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

TIME: Time consumed in delivery or performance is of the essence.

MULTIPLE AWARD CONTRACT: Contracts to be awarded to the lowest three bids meeting requirements of the specifications. Release will be afforded to the lowest bidder first. In the event the lowest bidder is unable to perform the work in the needed time frame, the release order will be offered to the 2nd lowest bidder etc.

ORDERING PROCEDURE: State Agencies shall issue a written contract order for commodities covered by this contract. An approve purchase order number must be forwarded to the vendor as authorization for purchase. All state agencies may use this contract.

LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not percent. Requests for price increases must be received in writing by the Director at least thirty (30) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the State. The Director of Purchasing will determine which terms will be added. Price decreases will be "passed through" to the State of West Virginia whenever they become effective.

This contract is for mandatory use by the State of West Virginia Agencies.

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

If any real property or structure thereon is provided or improved, this assurance shall obligate the Vendor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall

obligate the Provider for the period during which it supplies such goods or services.

The Vendor recognizes and agrees that such right to provide property, goods, or services to the State will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Provider, its successors, transferee, and assignee, or any authorized person on behalf of the Provider.

Any request for changes or corrections to the final contract must be submitted in writing to the Director of Purchasing and Materials Management in order to be considered. The unit prices on all contracts not containing a price adjustment agreement will be considered firm for the life of the contract unless an amendment in writing is agreed to by both parties to the contract.

The State of West Virginia may reject, revoke, or cancel this contract or any part thereof, and, in the absence of provisions for liquidated damages as set forth in the body of this contract, shall have the right to recover any and all damages sustained as the result of the vendor's failure to perform, in whole or in part, the terms and conditions of this contract.

The State may withhold from any remittance due the vendor under the terms and conditions of this contract an amount equal to the damages sustained by such failure of performance on the part of the vendor.

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 which as of the date of this agreement will apply to the goods and services furnished hereunder,

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.

The vendor shall furnish the State of West Virginia Safety Office with a Material Safety Data Sheet (MSDS OSHA Form 20) disclosing all potentially hazardous substances in any product that the vendor sells or offers for sale to the State of West Virginia. Potentially hazardous substances shall include but shall not be limited to those substances regulated under 29CFR1 910.1200.

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. The vendor warrants that all equipment and materials to be supplied by the vendor under this contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the vendor and specifically accepted in writing by