



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
 GSD106432

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

L. Robert Kimball & Associates, Inc.
 501 Eagle Mountain Road
 Charleston, WV 25311

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES
 BUILDING 1 ROOM MB60
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0123 304-558-2317

DATE PRINTED 11/05/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/24/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		961-48	\$34,600.00	\$34,600.00
BULK & AIR SAMPLING; ON-CALL ASBESTOS SPEC SVCS REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S DIVISION OF GENERAL SERVICES IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT FOR BULK & AIR SAMPLING AND ASBESTOS SPECIALIST SERVICES PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115, VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV, OR VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/17/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED. QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT. EXHIBIT 10						

RECEIVED
 2009 NOV 24 A 10:10
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas L. Bland</i>	TELEPHONE 412-262-5400	DATE 11/23/2009
TITLE VP/Operations Manager	FEIN 25-1672754	ADDRESS CHANGES TO BE NOTED ABOVE

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



L. Robert Kimball & Associates

November 23, 2009

Ms. Krista Ferrell
State of West Virginia
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

RE: Bulk & Air Sampling Services and Asbestos Specialist Services Open End Contract
Request for Quotation, RFQ# GSD106432

Dear Ms. Ferrell:

L. Robert Kimball & Associates, Inc. (Kimball) is pleased to submit this quotation to perform bulk and air sampling and on-call asbestos special services. Kimball proposes to collect bulk samples to identify the presence (or absence) of asbestos containing materials (ACM) and identify hazardous materials required to be abated/remediated prior to any building demolition project.

We are committed to providing the Department of Administration with asbestos consulting services with the same high quality as performed with our similar open-end contract with the West Virginia Department of Highways projects and consistent with our corporate core values of Discipline, Integrity, Compassion, and Understanding.

We enjoy an excellent reputation in the State of West Virginia with all of the regulatory and State agencies. We have provided similar services and have a good understanding of the services requested. Our Brand Promise says it all, **"The Kimball full-service promise ... what you need, when you need it, within your budget. We do it everyday."**

If you have any questions or require additional information, please contact us at 412-262-5400. Thank you for allowing Kimball the opportunity to present our Environmental Consulting Services.

Sincerely,

Daniel J. Davis, CEM, CES
Environmental Project Manager
Civil and Environmental Division

Thomas L. Blank, CIH, CSP
Vice President / Operations Manager
Civil and Environmental Division

DJD/llb/smh
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ARCHITECTURE | ENGINEERING | TECHNOLOGY | CONSULTING

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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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



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 Charleston, WV 25311

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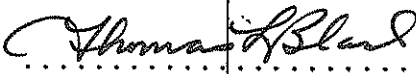
DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/05/2009				

BID OPENING DATE: 11/24/2009 BID OPENING TIME 01:30PM


LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.: 961-48						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. 'S:						
NO. 1 X						
NO. 2						
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 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
 L. Robert Kimball & Associates, Inc.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 412-262-5400	DATE 11/23/2009	
TITLE VP/Operations Manager	FEIN 25-1672754	ADDRESS CHANGES TO BE NOTED ABOVE	

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COMPANY November 23, 2009 DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 EXHIBIT 1 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. 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. 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) SUCCESSIVE ONE (1) YEAR PERIODS.						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE <i>Thomas H. Bland</i>	TELEPHONE 412-262-5400	DATE 11/23/2009
TITLE VP/Operations Manager	FEIN 25-1672754	ADDRESS CHANGES TO BE NOTED ABOVE

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<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 WITH 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION, IF SUCCESSFUL, FOR THE LIFE OF THE CONTRACT INCLUDING ALL RENEWALS.</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>REV. 9/98</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR COUNTY IN WHICH THE WORK TAKES PLACE UNDER THIS CONTRACT PURSUANT TO WEST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas A. Blair</i>	TELEPHONE 412-262-5400	DATE 11/23/2009
TITLE VP/Operations Manager	FEIN 25-1672754	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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 <i>Thomas L. Blad</i>	TELEPHONE 412-262-5400	DATE 11/23/2009
TITLE VP/Operations Manager	FEIN 25-1672754	ADDRESS CHANGES TO BE NOTED ABOVE

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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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: GSD106432</p> <p>BID OPENING DATE: 11/24/2009</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>412-262-3036</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>Thomas L. Blank CIH, CSP</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas L. Blank</i>	TELEPHONE 412-262-5400	DATE 11/23/2009
TITLE VP/Operations Manager	FEIN 25-1672754	ADDRESS CHANGES TO BE NOTED ABOVE

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

**Request for Quotations
#GSD106432**

**To provide Bulk & Air Asbestos Sampling Services and Asbestos Specialist
Services**

for the

**State of West Virginia
Department of Administration
General Services Division**

Location: West Virginia Department of Administration Owned and Operated Buildings

For: State of West Virginia
General Services Division
1900 Kanawha Boulevard, East
Building One, Room MB60
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:
Krista Ferrell, Senior Buyer
Purchasing Division
2019 Washington Street East
Charleston, West Virginia 25305-0130
Phone (304) 558-2596
Fax (304) 558-4115

Krista.S.Ferrell@wv.gov

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of the West Virginia General Services Division (hereinafter, "Owner"), is soliciting quotations to provide the following services to the Owner on an as-needed basis:

- Asbestos Laboratory Analysis for Bulk Samples
- Asbestos Laboratory Analysis for Air Samples
- On-Call Asbestos Specialist to Assist Owner's Environmental Coordinator

Attachments to the Request for Quotations:

- Attachment I: GSD106432 Technical Specifications
- Attachment II: Bid Form

I. SCOPE OF WORK: BULK SAMPLING & AIR SAMPLING

Successful bidder will provide labor, materials, services, skills, supervision, and necessary tools and equipment to provide asbestos analysis of bulk and air samples on an as-needed basis, per the attached technical specifications for performing the analysis. Samples will be gathered by Owner's personnel and transmitted to the successful bidder, either via delivery by the Owner to the vendor's laboratory, or by the Owner requesting the sample(s) be picked up by the Vendor at the Owner's facility (this will generally be at the State Capitol Complex in Charleston, WV – If a situation were to arise in which the Owner requests the Vendor to pick up an Owner-taken sample at a location other than the State Capitol Complex or in Kanawha County, the Vendor will be allowed to charge their listed travel time from the Complex to the destination of the pick-up; this could cover the entire State of WV). In either instance, the Owner will have a unique release order number which specifies the quantity, type of sample, contract price for each, and any other information deemed necessary to accomplish the work, and which shall attend the sample(s) as they are transmitted to the Vendor.

Bulk samples and air samples shall, by default, be requested to have analysis completed with 1-3 calendar days following transmission to the Vendor. "Completed" shall mean that analysis reports shall be faxed and/or emailed to the Owner's Environmental Coordinator, with an original copy to follow in the mail. The receipt time and date of the report (eg, the confirmation that a fax has been received, or the date of an email receipt) shall dictate the completion time and date of the sample (the original of the report shall follow in the mail within five (5) working days of the receipt of the electronic report). Owner may request that Vendor provide "RUSH" completion of either type of sample. This request will be clear and evident on the individual release order for the said sample(s). "RUSH" samples shall be Completed within 1-24 hours after their transmission to the vendor. **Immediacy of response in "completing" the sampling by reporting results to the Owner in the designated manner is of utmost importance to this contract.** Liquidated damages may be imposed against any charge for any sample that the vendor fails to complete within the requested time period, equal to 50% of the total charge for the type of sample per day; thus, any sample completed outside of two calendar days beyond the specified time allowed shall result in the Owner not being charged for the sample.

Pricing must be provided, on a per-sample basis, for samples both delivered to the Vendor's facility by the Owner and requested to be picked up by the Vendor at the Owner's facility.

Pricing in each category must include all associated costs (no additional charges for delivery, transportation, freight, travel, etc). Provide one price for the type of sample, type of transmission and completion time:

II. SCOPE OF WORK: ASBESTOS SPECIALIST SERVICES

Successful bidder will also provide as-needed services of an asbestos specialist, as defined in the attached Technical Specifications, to provide inspection and sampling services at the Owner's facilities on an on-call basis. The intent is to provide the Owner with a fully licensed and trained proxy to handle workload beyond the capabilities of its own staff. At the Owner's request – through the issuance of a unique, 5-digit release order – the Vendor will respond within five (5) calendar days to the Owner's site to perform the work as stated in the release order (eg,

“Inspection, Monitoring and Sampling in Building X, Room YYY”). Vendor must coordinate scheduling with Owner’s representative.

Vendor will perform this work on an hourly rate basis during the normal business hours of 8:00am to 6:00pm, Monday through Friday. For work requested outside these normal business hours, including work on designated State of WV holidays, the Vendor may charge a higher hourly rate as indicated by their bid. (See Bid Form). Vendor shall be allowed to charge travel time to any of the Owner’s facilities outside of the metro Charleston area (the Owner currently controls buildings in Beckley, Huntington, Williamson, Fairmont, Clarksburg, and Weirton, West Virginia, although this may change during the life of the contract and they may be requested to inspect and sample in any building in the State of West Virginia). Travel time shall be billed at the rate indicated by the Vendor’s bid (See Bid Form), for the hourly rate only; there shall be no additional charges for travel expenses (eg, mileage, per diem, parking, etc).

All samples taken for analysis by the Asbestos Specialist while performing as-requested services shall be billed to the Owner at the rates covered by this contract (specifically at the rates given for the vendor having picked up samples, Items 2, 4, 6 & 8). Care should be taken to incorporate all expenses associated with performing the hourly rate Asbestos Specialist work, the travel time hours, and the sampling into the vendor’s bid for said services. No additional charges for equipment, supplies, etc will be allowed.

When performing Asbestos Specialist work within the Owner’s facilities, the Vendor must insure that their time is documented by a service ticket (or similar document), signed by the Owner or their designated representative. Said service ticket(s) shall be included as attachments to invoices for the work performed.

After award of contract, but prior to performing any work covered by the contract, Vendor shall provide to the Owner’s Environmental Coordinator, the names and contact information for all personnel available as Asbestos Specialists.

III. GENERAL CONDITIONS

A. The Vendor agrees to be solely and financially responsible for any and all fines, citations and or damages levied by local, state or federal regulators against the Owner for incidents resulting from non-compliance relating to regulatory violations and/or negligence on the part of the Vendor including, but not limited to, spills, leaks, injuries to the environment, injuries to humans or property damages. The Vendor shall be solely responsible for any and all cost, expenses, attorneys’ fees or travel incurred by the Owner relating to such violations or negligence.

B. The Vendor agrees that all of its personnel shall keep within the limits of the work site and shall not enter any restricted areas during ingress, egress, or any other time. Vendor agrees to follow all Owner site policies and procedures. All Vendor personnel shall adhere to the State and Owner’s policies and procedures regarding sexual harassment and discrimination.

C. Any damage caused to the location by Vendor’s employees will be the responsibility of Vendor to repair in a timely fashion or the Owner will perform repairs and deduct the cost any payments due for the work performed. The Owner shall not bear the risk of any loss; Vendor shall be responsible for any loss or theft of any items and equipment, public or private, which are left in the work place.

D. Successful Vendor shall submit invoice(s) in arrears for any service performed under this contract..

Invoice shall:

1. Be Original in nature (no photocopies, faxes, etc)
2. Contain Contract Number
3. Contain the unique, 5-digit release order generated by the Owner's to cover the work.
4. Contain Vendor's Remittance Address and FEIN Number

5. Include copies of all service tickets for work performed with signatures of Owner personnel prominent and legible. THE OWNER WILL PAY FOR NO WORK WHICH CANNOT BE DOCUMENTED BY A SERVICE TICKET SIGNED BY A CURRENTLY VALID OWNER REPRESENTATIVE.

IV. ADDITIONAL INFORMATION

1. Contract will be awarded to the qualified bidder with the lowest overall total bid. "Qualified bidder" is defined as one that has met all of the licensure and training criteria as listed in the Technical Specifications, or the documentation and registration requirements listed in the Request for Quotations.
-

Technical Specifications

For Asbestos lab analysis of bulk and air samples

and

Specifications for an Asbestos Specialist

ENVIRONMENTAL LAB MUST MEET THE FOLLOWING CRITERIA:

Laboratory must be accredited by The National Voluntary Laboratory Accreditation Program (NVLAP) or The Industrial Hygiene Laboratory Accreditation Program (IHLAP) For air samples, Lab must participate in the Proficiency in Analytical Testing, (PAT) program.

Documentation of this accreditation and written proof of this participation (in the form of signed certificates or letters from the Programs which contain the full name of the vendor or the employees thereof) must be submitted by the successful vendor, upon request of the State Purchasing Division prior to award of the contract. ~~All bidders may opt to include this information with their bid.~~

BULK SAMPLE ANALYSIS METHODS:

The General Services Division shall accept the following methods for purposes of bulk asbestos analyses by polarized light microscopy:

- NIOSH method 9002 asbestos bulk by PLM
- EPA test method for the determination of asbestos in bulk building materials(EPA/600/R-93/116, July 1993)
- EPA Research method for sampling and analysis of fibrous amphibole in vermiculite attic insulation (EPA/600/R-04/004 January 2004)

These methods describe the techniques used for the qualitative identification of asbestos and the semi-quantitative determination of asbestos in bulk samples, and they include sections outlining:

- The accuracy of the method
 - Interferences
 - Equipment required
 - Reagents
-
- Ventilation
 - Sample preparation
 - Calibration and quality control systems
 - Reporting of results

A copy of the analytical methods used in the laboratory must be available on site for reference and inspection.

Equipment for bulk sampling analysis

The following is a list of equipment and materials currently accepted by the General Services Division for bulk analytical methods:

- Polarized light compound microscope capable of 100-400x magnification, with a 360 degree rotatable stage
 - Compensator plate: ca. 550nm retardation ("first order red" compensator)
 - Eyepiece reticule (crosshair)
 - Dispersion staining objective lens
-
- Stereo microscope capable of 10-45x magnification
 - Light source for the stereo microscope
 - Refractive index liquids for dispersion staining
 - Microscope slides and cover slips
 - Sharps container for used or broken slides
 - Wet wipes to clean the interior of the fume hood between samples
 - Fume hood equipped with HEPA filter
 - HEPA Vacuum for emergency cleanups
 - Sealed waste container, labeled for asbestos waste

Analysis and reporting of results:

In identifying fibrous materials, measure the following properties using polarized light microscopy, and record these properties for each sample:

- Morphology
 - Color and pleochroism
 - Indices of refraction (parallel and perpendicular), using dispersion staining or other means
 - Birefringence
 - Signs of elongation
-

Matrix materials (e.g., quartz, calcite and gypsum) must also be identified using optical properties where possible.

When reporting analytical results to the State of West Virginia General Services Division, the following shall be included for each sample:

- Unique lab sample number
- Location where sample was collected
- Material sampled (e.g., drywall mud, texture coat, floor tile, etc. where there is more than one layer, each layer shall be listed separately)
- Type of asbestos present and the percentage.
- Identity of other fibrous materials and matrix materials (if known) and percentages.
- Name or initials of the analyst and his / her license number.

The lab report shall include a copy of the chain of custody, the date of analysis, analytical methods used and any accreditations held by the laboratory shall also be indicated on the lab report.

AIR SAMPLING ANALYSIS:

The General Services Division shall accept the following method for the purpose of asbestos air sampling analysis: NIOSH method 7400, "Asbestos and other fibers by PCM".

This method describes the techniques used for the quantitative determination of asbestos fibers in air samples, and includes sections outlining:

- The accuracy of the method
- Equipment required
- Reagents

- Sample preparation
- Calibration and quality control
- Reporting of results

A copy of the analytical method used in the laboratory must be available on site for reference and inspection.

Equipment for air sampling analysis

The following is a list of the equipment and materials recommended for the air sampling analysis method described above:

- Positive phase contrast compound microscope capable of 400x magnification
- Phase contrast objective lens (40x to 45x magnification)
- Phase telescope for ocular phase-ring centering
- Walton-Beckett graticule
- Phase-shift test slide
- Stage micrometer
- Acetone vaporization unit
- Acetone (reagent grade)
- Microscope slides and cover slips
- Micropipettes or syringes

Analysis and reporting of results:

- Air Samples taken by GSD will be delivered with chain-of-custody and air monitoring report including the following information: sample number, ~~pump number, pre-calibration, post-calibration, flow rate in liters per~~ minute, stop and start times, total duration in minutes, total volume of air sampled, location of samples, sample type, worker's name and what activity worker was performing.
- Report shall also include the analytical method, AIHA lab ID and what type of cassette was used, who sampled, the date sampled and who performed the analysis.
- Air monitoring analytical report shall contain parameters listed above in addition to the fibers per field, fibers per cubic centimeter and Time weighted averages.

Provide pricing for Bulk asbestos analysis & Air sample analysis

- Pricing to be per sample, including all labor, materials and associated costs
- Pricing for 1-24 hour turnaround, or "Rush" on bulk and air sample analysis
- Pricing for 1+ to 3-day, or "Non-Rush" turnaround on bulk and air sample analysis

TECHNICAL SPECIFICATIONS FOR ASBESTOS SPECIALIST:

The intent of this request is to provide The State of West Virginia, General Services Division with an on-call asbestos specialist. This person will be a licensed asbestos inspector & air clearance monitor and will be used on an as-requested basis to assist the State of West Virginia General Services Division's Environmental Coordinator.

The asbestos inspector shall have a current West Virginia asbestos inspector's license and must have taken an EPA-approved course of instruction in asbestos inspection and received a certificate. Successful bidder shall be required to submit documentation of current licenses and certificates of inspectors and air monitors, prior to award of contract, and at any time during the life of the contract if requested by the Agency.

Asbestos Specialist Duties

Licensed asbestos inspectors shall:

- Thoroughly inspect interior and exterior materials suspected of containing asbestos which may be affected by renovation or demolition, and sample the material for testing, unless it is assumed to contain no asbestos.
- For all asbestos abatement projects, follow the inspection and sampling procedures contained in 40 CFR Part 763, Subpart E, asbestos containing materials in schools, to identify interior and exterior materials suspected of containing asbestos.
- Generate a written report which identifies by narrative any sampling locations where the presence of asbestos containing material has been confirmed and details the location and amount of all materials suspected of or assumed to contain asbestos. The report shall also include analysis results for all samples taken of materials suspected to contain asbestos and include drawings and narrative descriptions of the locations where bulk samples of asbestos containing material were taken, and quantities of asbestos containing material discovered.

Licensed Air Clearance monitor shall:

- Have passed the NIOSH 582 or equivalent.
- Possess a valid West Virginia Air Clearance Monitors license
- Follow air monitoring criteria set forth by EPA regulations 40 CFR part 763, subpart E, Appendix A.
- Generate air monitoring reports which at a minimum shall contain: sample number, pump number, pre calibration, post calibration, flow rate in liters per minute, stop and start times, total duration in minutes, total volume of air sampled, location of samples, sample type, workers name & and what activity worker was performing. Report shall also include the analytical method, AIHA lab ID and what type of cassette was used, who sampled, the date sampled and who performed the analysis.
- Air monitoring analytical report shall contain parameters listed above in addition to the fibers per field, fibers per cubic centimeter and Time weighted averages.

Provide Pricing for Asbestos Specialist

- Pricing for asbestos specialist by the hour
 - Pricing to include all labor, material, equipment & travel costs
-

RFQ# GSD106432**Bulk & Air Sampling AND Asbestos Specialist Contract
Attachment II: Price Sheet**

The vendor must provide pricing inclusive of all associated costs for the following categories of samples, labor hours, and travel hours. The quantities listed are estimates for the first year of the contract and are intended to be used for bid evaluation purposes only. Actual quantities may vary upon the needs of the agency during the life of the contract. Vendors should submit this form in lieu of using company generated quotes.

Bulk & Air Sampling

	Sample Type	Method of Distribution	Completion Time	Price per Sample (Unit Cost)	Estimated Quantity	Subtotal (Extended Cost)
1	BULK	Delivered	Normal	\$ 6.50	300	\$ 1,950.00
2	BULK	Picked Up	Normal	\$ 6.50	100	\$ 650.00
3	BULK	Delivered	Rush	\$ 10.00	100	\$ 1,000.00
4	BULK	Picked Up	Rush	\$ 10.00	50	\$ 500.00
5	AIR	Delivered	Normal	\$ 7.00	300	\$ 2,100.00
6	AIR	Picked Up	Normal	\$ 7.00	100	\$ 700.00
7	AIR	Delivered	Rush	\$ 10.00	100	\$ 1,000.00
8	AIR	Picked Up	Rush	\$ 10.00	50	\$ 500.00
Subtotal Bid A: for Bulk & Air Samples						\$ 8,400.00
(Sum of Lines 1-8)						

Asbestos Specialist

		Price per Hour (Unit Cost)	Estimated Quantity	Subtotal (Extended Cost)
9	Normal Business Hours (M-F/8:00 am-6:00 pm)	\$ 50.00	400	\$ 20,000.00
10	Overtime/Weekend/Holiday Hours	\$ 50.00	100	\$ 5,000.00
11	Travel Time (Outside of Non-Metro Area)	\$ 30.00	40	\$ 1,200.00
Subtotal B: Bid for Asbestos Specialist				\$ 26,200.00
(Sum of Lines 9-11)				

Total Bid: \$ 34,600.00
(Subtotal A + Subtotal B)

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and 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 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, Bidder is a 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

N/A

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: L. Robert Kimball & Associates, Inc.

Authorized Signature: 

Date: November 23, 2009