



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
 DEFK9010

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JOHN ABBOTT
 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/11/2008				

BID OPENING DATE: 09/30/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-32		
ASBESTOS ABATEMENT SERVICES CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO REMOVE ASBESTOS AT THE WV ARMY NATIONAL GUARD, CHARLESTON, WV, PER THE SPECIFICATIONS. SITE VISITS: SITE VISITS MUST BE SCHEDULED AND PHYSICALLY INSPECTED AT THE WORK SITE. SCHEDULING MUST BE COMPLETED BY 9/25/2008. CONTACT MIKE BECKNER AT 304-561-6333 TO SCHEDULE THE SITE VISIT. ABATEMENT OF APPROXIMATELY 7,060 SQUARE FEET - \$ ABATEMENT OF APPROXIMATELY 190 LINEAR FEET - \$ (SURROUNDING PIPE) TOTAL \$ ADDITIONAL SQUARE FOOT PRICE \$ ADDITIONAL LINEAR FEET PRICE \$ EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						

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**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, 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 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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<p>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 HERE IN.</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 KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>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 ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF</p>						

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<p>THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. 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 BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p>						

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<p>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.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p>						

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<p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</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. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

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6

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				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: JOHN ABBOTT ----- REQ. NO.: DEFK9010----- BID OPENING DATE: 09/30/2008----- BID OPENING TIME: 1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- ***** THIS IS THE END OF RFQ DEFK9010 ***** TOTAL: _____						

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ASBESTOS REMOVAL GENERAL SPECIFICATIONS

PURPOSE: 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.

A. 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 ALL other surfaces as required.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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. 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.

I. 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.

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

K. 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.

BONDING: 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.

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 the State.

All prices are to include the cost of mobilization, demobilization, labor, equipment, and material required to perform asbestos abatement in accordance with the standards and regulations as specified in this Request for Bids.

All asbestos abatement work shall include the sealing of all exposed edges of any remaining asbestos containing material that is to remain in place. Work shall also include the application of a "lock down" or sealant material to all surfaces where asbestos material has been removed.

The Contractor is responsible for restoring the work area and auxiliary areas utilized during abatement projects to conditions equal to or better than original. Any damages caused during the performance of abatement activities shall be repaired by the contractor (e.g., paint peeled off by barrier tape, nail holes, water damage, broken glass, etc.), at no additional expense to the spending unit.

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 and/or hold current certificates with:

WEST VIRGINIA Tax Department (304) 558-2507
 WEST VIRGINIA Employment Security (304) 558-2624
 Workers Compensation
 Secretary of State (304) 558-6000
 WEST VIRGINIA Department of Labor (304) 558-7890
 Contractor's License

Disposal of Asbestos-Containing Waste

- a. Disposal must comply fully with DOT, OSHA, and EPA regulations.
- b. The landfill must be licensed to accept asbestos by all federal, state, and local authorities and proof of such license must be included in the project report.
- c. The Contractor must fully document actual disposal for each load of waste delivered to the designated landfill. Signature attesting to receipt of the waste by the landfill operator must be obtained from the landfill operator for each load.

Cleanup and Transportation of Asbestos-Containing Wastes

All polyethylene film, tape, cleaning material, clothing, respirator and AFD filters, and other disposable material or items used in the Enclosed Work Area must be treated and disposed of as Asbestos- Contaminated Waste.

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

When Loading filled disposal containers into the transport vehicles, the Contractor must:

- a. Take steps to protect against rupture or other accidental opening of the sealed containers.
- b. Must assume any and all liability for any rupture or other opening of sealed containers.
- c. Hereby agrees to hold the spending unit harmless therefore.

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

Decontamination of Work Area and Site Cleanup

- a. Upon completion of all abatement activities and cleanup, all equipment, machinery, scaffolding, tools, etc., no longer needed inside the work area must be cleaned with Amended Water and removed from the Enclosed Work Area.
- b. After removing equipment and tools, the Contractor will clean all surfaces inside the Enclosed Work Area using Amended Water and/or HEPA filtered vacuum equipment, as appropriate. The Contractor will thoroughly clean any other areas suspected of having asbestos fiber contamination, using HEPA filtered vacuum equipment or Amended Water, as appropriate.
- c. After all surfaces and equipment have been thoroughly cleaned and final clearance air sample results have been obtained, the Work Area Isolation Structures can be removed. All construction materials must be disposed of as asbestos-contaminated waste.
- d. The Contractor must conduct a detailed final inspection to ensure that no dust or debris remains on any surface and must immediately take any additional steps necessary to make sure the area is free from asbestos fibers.

STANDARD OPERATING PROCEDURES

GENERAL

Applicable Laws

All personnel must be thoroughly familiar with and comply with all applicable rules, regulations, and interpretations of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), the U.S. Environmental Protection Agency (EPA) and all other state, federal, county, and other agencies having jurisdiction involving or pertaining to asbestos-containing materials or the stripping, handling, abatement, encapsulation, removal, and disposal of asbestos-contaminated materials, and employment or engagement of persons or entities for any such purpose, and protection of persons or property from asbestos containing materials. The Contractor must comply with all licensing, registration, certification, notification fees, and other similar requirements imposed by any governmental authority and must assure that all subcontractors are similarly in compliance with it.

Project Security

The Contractor is responsible for positive and effective security of the work areas of each project and/or facility. The Contractor must limit entry into all work areas to its personnel, the Architect or Engineer's authorized representative, authorized spending unit representatives, and Government Regulatory Agency personnel legally entitled to inspect the project. All persons entering the work areas must be properly protected against exposure to asbestos, as provided in those Standard Operating Procedures.

The Contractor's Representatives

The Contractor must appoint a minimum of one person in its office and one person on site, for contact with the spending unit's representative regarding the execution and

compliance with contract requirements, including but not limited to, these Standard Operating Procedures, and any other governmental laws and regulations.

Project Log

The Contractor will maintain a daily Project Log for the base bid and any subsequent project. The Log will be used each day of the project to record the following information.

1. Name Project Superintendent and actual time physically on job.
2. Brief description of daily work accomplishments.
3. Listing of all employees and others on the job.
4. Description of any significant events, incidents, or unusual occurrences, including but not limited to, deviations of plans, specifications, contract requirements, or these standard Operating Procedures noted by the spending unit, Engineer, Architect, Inspector, air-sampling technician, or Contractor's Representative, emergencies, accidents or dangerous conditions, and steps taken to assure continued security of the work area.

The log also will be used daily to hold copies of routine inspection reports, results of air sampling and analysis, project minutes, disposal forms, and any other routine documents (including project Purchase Order) relating to project activities. The Owner's representative, immediately upon request, will make the log for any project available for inspection.

At the completion of any subsequent projects, the Contractor must forward a copy of the project log to:

Designated state of West Virginia Project Manager

Visitor's Form

The Contractor will also maintain a project Visitor's Form which will be signed, with date and time by all visitors, including the spending unit, Architect, Engineer, or representatives of the foregoing, private or governmental inspectors, and Contractor's representatives. The Log will make note of all such visitors who, for any reason, enter the enclosed work area, their reason for entry, date and duration of time in work area, activities in work area, safety precautions used, protective equipment used, etc.

Both the Project Log and Visitor's Form will form a permanent record of each project. The Contractor must retain a copy and a completed copy must be given to the spending unit at the completion of each project.

Definitions

- a. Abatement: Procedure to control or otherwise limit fiber releases from asbestos containing or asbestos-contaminated building materials. This includes stripping, removal, encapsulation, disposal, wet cleaning, etc.

b. ACM: Asbestos Containing Material.

c. Aggressive Sampling: An air sampling technique typically used for final clearance air sampling wherein the area and surfaces around the air sample are agitated, brushed, blown with air jets or mechanical fans, or otherwise disturbed in an effort to re-suspend any settled dust and detect the presence of residual asbestos fibers.

d. Air Lock: A system for permitting entrance or exit without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.

e. Air Sampling: The process of measuring the fiber content or particulate mass of specific volume of air at a specific point in time.

f. Amended Water: Water to which an appropriate surfactant has been added. This surfactant must meet the minimum specifications set forth by the EPA.

g. Asbestos Contaminated Material: Any materials, substances, or items containing or coated (no matter how lightly) with asbestos fibers.

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

i. Barrier: Polyethylene sheeting and/or materials which, when used in conjunction with the existing floors, ceiling and walls of the structure, forms the containment area.

j. Enclosed Work Area: The Barrier that separates the contaminated work environment from the uncontaminated area in which abatement work is performed.

k. Clean Room: An uncontaminated area or room outside the Enclosed Work Area and part of the Work Area Insulation Structure, with provisions for storage or worker's street clothes and protection equipment.

l. Curtained Doorway: Device to allow entrance or exit from one room to another while restricting air movement between the rooms. Typically constructed by placing three overlapping sheets of polyethylene film over an existing or temporarily framed doorway, securing all sheets along the top of the doorway, securing the vertical edge of the outside sheet along one vertical side of the doorway, the second sheet along the doorway vertical edge opposite the first, and the third sheet around the entire doorway (including base). The third sheet must be slit down the center to within one foot of each end to facilitate access by personnel. Two "Curtained Doorways" should be spaced a minimum of three feet apart to form an "Air Lock".

m. Disposal: All specified procedures necessary to transport and deposit the asbestos-contaminated waste materials stripped and/or removed from the building to an approved waste disposal site in compliance with existing Sections 61.152 and 156 of the EPA Regulations (40 CFR 61), and Sections 172.101 and 173.1090 of the DOT Regulations (40 CFR), or such other or additional regulations as may be used.

- n. Encapsulation: All specified procedures necessary to coat asbestos-containing or asbestos-contaminated materials with an encapsulant to control the possible release of asbestos fibers into the ambient air; also specified procedures necessary to render inaccessible asbestos-containing material non-friable and incapable to releasing asbestos fibers into the ambient air by using a penetrating encapsulant.
- o. Equipment Room: A contaminated area or room inside the Enclosed Work Area which is part of the Work Area Isolation Structure, with provisions for storing of contaminated clothing and equipment.
- p. HEPA: High Efficiency Particulate Air.
- q. HEPA Vacuum Equipment: High Efficiency Particulate Air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Currently, filters should have retention efficiency of 99.97% or greater for particles having diameters of 0.3 micrometers or greater.
- r. HVAC: Heating, ventilating, and air conditioning; all buildings mechanical equipment including supply and return ductwork, unit ventilators, fan-coil units, blower cabinets and fans, control devices, damper assemblies and other similar mechanical equipment.
- s. Independent Testing Laboratory: A qualified organization capable of performing necessary air sampling and other testing requirements of asbestos abatement projects.
- t. Lagging: Insulation used to prevent heat floss from pipes, boilers, and similar mechanical equipment.
- u. NIOSH: National Institute for Occupational safety and Health.
- v. OSHA: United States Department of Labor, Occupational Safety and Health Administration.
- w. Removal: All specified procedures necessary to gather, enclose in polyethylene bags and/or sealed drums, and make ready for disposal all stripped ACM or asbestos-contaminated material.
- x. Stripping: All specified procedures necessary to remove ACM or asbestos contaminated materials from their substrate or from any component or structure of the building.
- y. Surface Sample: A wipe or bulk sample taken from the suspect surface to ascertain the presence of asbestos fibers.
- z. Surfactant: A chemical wetting agent added to water to reduce its surface tension and thereby improve its penetrating capabilities into ACM.
- aa. 8-Hour TWA: The time-weighted average for an eight-hour day; used in expressing some airborne asbestos fiber concentrations.
- bb. Wash Room: A shower between the Clean Room and the Equipment Room in the

Work Area Isolation Structure, with facilities for showering and equipment cleaning.

cc. Wet Cleaning: The Process of removing ACM or asbestos-contaminated material from building surfaces, equipment, objects, tools, disposal containers, etc. This may be accomplished by washing with cloths, mops, sponges, or brushes, or by showering with water in the Wash Room.

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

QUALITY ASSURANCE

Standards

The Contractor must comply with the latest requirement and recommendations of the following regulations and publications governing asbestos stripping, removal, encapsulation, decontamination, and disposal of much more stringent standards as may be specified by any recognized governmental authority or generally recognized private authority, and all subsequent editions or promulgation of the following:

- a. Regulations for Asbestos (Code of Federal Regulations Title 40 CFR, Part 61, Subparts A and M). (Issued April 5, 1984).
- b. OSHA-Asbestos Regulations (Code of Federal Regulations Title 29 CFR, Part 1910, Section 1910.1001).
- c. EPA-Office of Toxic Substances Guidance Document, "Asbestos-Containing Materials in School Buildings," Part 1 and Part 2.
- d. EPA-Office of Pesticides and Toxic Substances publication "Guidance for controlling Friable Asbestos-Containing Materials in Buildings" (EPA 560/5-83-002).
- e. NIOSH publications, "Respiratory Protection... An Employer's Manual" and "Respiratory Protection... A Guide for the Employee".
- f. U.S. Department of Transportation (DOT) Hazardous Materials Regulations Code of Federal Regulations Title 49, CFR Parts 172.101 and 173.1090. OSHA-Construction Industry Safety and Health Standard Title 29 CFR Section 1910.134.
- h. OSHA-Construction Industry Safety and Health Standards Title CFR Section 1926.1 - .1051
- i. OSHA-Hazardous Communications Regulations Title 29 CFR Section 1910.120.
- j. All other federal, state, county, municipal, and local statutes, ordinances, regulations, or rules pertaining to asbestos, including its removal, abatements, storage, transportation, and disposal; construction safety and health and hazard communication (workers' right-to-know); and contractor or other licensure, certification and regulation,

which are now in effect or which in the future may come into effect.

Air Sampling

The Contractor must comply with the most stringent mandated standard whether imposed by the following, or the specifications for the project, or a governmental agency or authority. At a minimum, the Air Sampling should include:

- a. Background sampling, particularly in those buildings where measurable airborne fiber concentration is believed to pre-exist,
- b. Representative personal air sampling.
- c. Routine air sampling outside the Enclosed Work Areas.
- d. Final clearance air sampling shall be conducted by an independent third party. The spending unit's representative will determine if aggressive sampling is required.

Pre-Abatement Sampling

Pre-abatement bulk samples of ACMs and air samples of the areas surrounding ACMs will be preserved and a chain of custody document initiated. Pre-abatement sampling and documentation is the responsibility of the spending unit.

Final Project Clearance

At the conclusion of the abatement and cleaning activities, the Contractor will conduct a thorough inspection of the entire project area. If, and during this inspection, any dust is observed, in addition to any requirement of the specifications, the Contractor will voluntarily re-clean the affected areas, the spending unit's representative may require aggressive air sampling prior to clearance.

Site Inspections

The Contractor's personnel must conduct daily work-site inspections to assure compliance with these Standard Operating Procedures.

Record Retention

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

Asbestos Disposal Form

All ACM material of Asbestos-Contaminated Material must be disposed of properly and deposited in an EPA approved landfill. The Contractor must secure an Asbestos Disposal Form or manifest for each separate load of asbestos-containing or contaminated material delivered to the landfill. Copies of all documents relating to

disposal must be placed and retained in the Project Log.

PERSONAL PROTECTION

Respiratory Protection Equipment

Subject to any more stringent requirements imposed by applicable law or project specification, the contractor must comply with the following at a minimum.

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

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

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

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

c. The choice of proper respirators for a specific can vary depending on the degree of protection required. Generally, the highest airborne asbestos fiber concentrations occur during the "gross removal" phase of any asbestos abatement project, though significant concentration can occur during the preparation and clean-up phases. The following must be adhered to:

Respiratory Protection Equipment

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

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

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

used.

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

Personal Protection Procedures

Subject to any more stringent requirements of applicable law or the project specifications the Contractor must comply with the following:

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

b. Every person must, each time they leave a work area, remove all clothing, except their respirator, prior to entering the Wash Room. The person must then enter the Wash Room and flood their entire bodies, including head and face, with water and wash the respirator. This is necessary to remove any asbestos-containing particles on the respirator, which could subsequently enter their breathing zones. Only after this procedure is complete, may the person remove their respirator and thoroughly wash the remainder of their bodies, especially hair and fingernails. No persons must be allowed to bypass these safety procedures except in bona-fide emergencies.

Visitor's Personal Protective Equipment

Subject to any more stringent requirements of applicable law or project specifications, the Contractor must comply with the following:

a. The contractor must provide complete dress and respirators for all authorized visitors (e.g. EPA, OSHA, Engineer, Architect, Owner, etc.). The protective equipment and respirators provided for visitors must meet or exceed the level protection required for abatement worker's equipment and respirators by the guidelines approved for application to this project, or by project specifications if more stringent.

Emergency Procedures

In the event of an emergency, the above stated decontamination procedures may not be adhered to. All efforts will be utilized to affect immediate First Aid to any victim. In all cases, the following emergency precautions are to be taken:

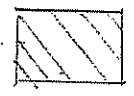
Contractor must post the phone numbers of all police, fire, ambulance, and hospital, along with directions to each, at each job site.

Work-Place Security

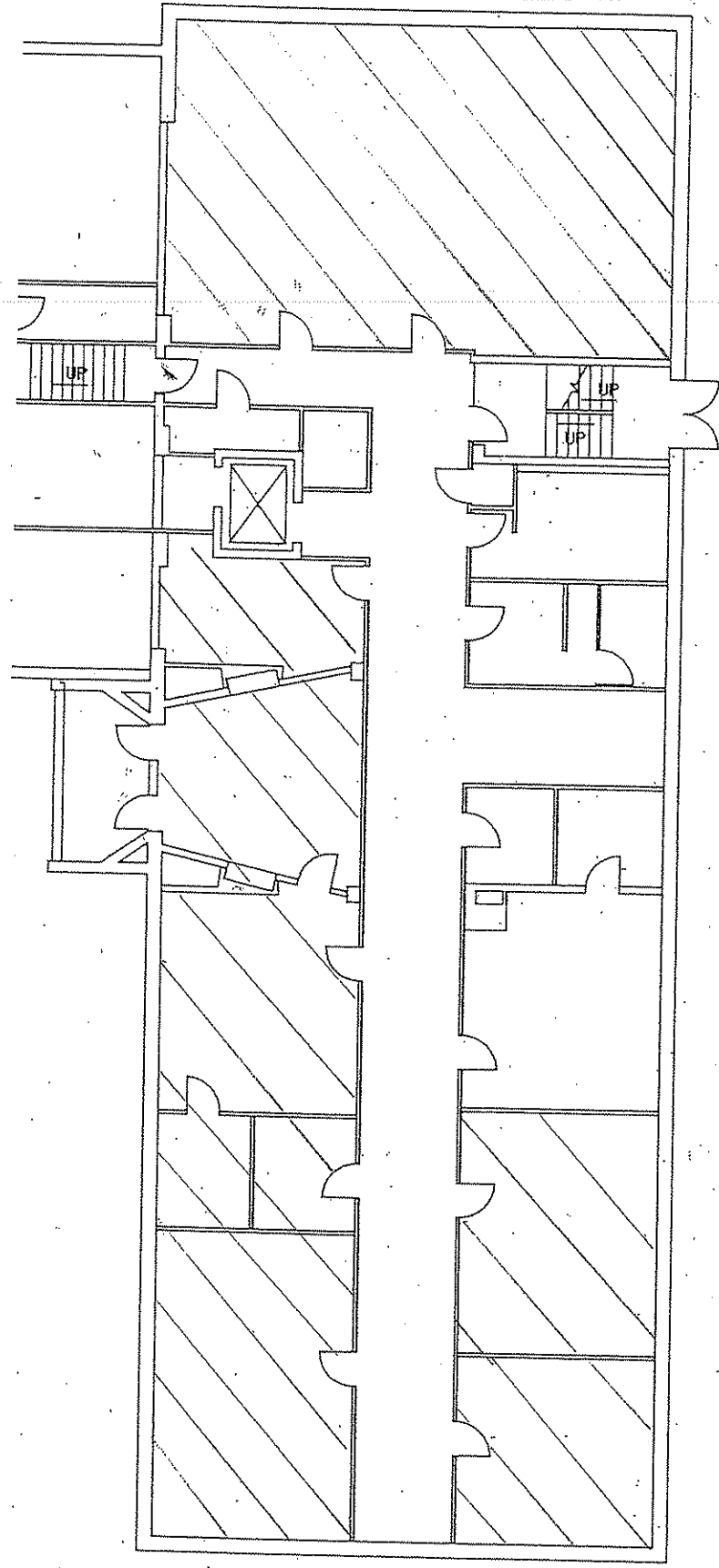
The Contractor must, throughout the asbestos abatement project provide security measures to prevent any unauthorized accidental entry into the work area. The Contractor must post hazard warning signs at all points of possible access to the project.

Enclosed Work Area: These signs must contain the specific wording required by OSHA and EPA.

COONSKIN ARMORY 1ST FLOOR



= ABATEMENT AREAS



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:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. 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 is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____