



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

Purchase Order

PURCHASE ORDER NO.
 ABATMNT07E

PAGE
 1

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

AGENCY COPY

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

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

 SHADYSIDE OH 43947-1276

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/09/2006		NET 30		341924028			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
<p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>THIS CONTRACT IS TO PROVIDE ASBESTOS ABATEMENT SERVICES FOR ALL WEST VIRGINIA STATE AGENCIES AND ALL POLITICAL SUBDIVISIONS IN REGION 2 - SEE THE ATTACHED MAP FOR COUNTIES IN THE AWARDED REGION.</p> <p>THIS AWARD IS PER THE FOLLOWING:</p> <ol style="list-style-type: none"> 1. REQUEST FOR QUOTATION DATED 05/26/06 AND ALL ADDENDA THERETO. 2. ABATMNT07 ASBESTOS ABATEMENT AND INSULATION SPECIFICATIONS (ATTACHED). 3. VENDOR'S BID DATED 07/11/2006. <p>RELEASE ORDERS FOR ALL WORK IN EXCESS OF \$2,500 THROUGH THIS CONTRACT SHALL BE SECURED VIA A SECONDARY BIDDING PROCESS. THE REQUESTING AGENCY SHALL PREPARE A BID PACKAGE DESCRIBING THE EXACT WORK TO BE PERFORMED AND SHALL REQUEST BIDS FROM ALL ASBESTOS ABATEMENT CONTRACT HOLDERS FOR THE AREA IN WHICH THE WORK IS TO BE DONE. EACH RELEASE ORDER SHALL BE</p>							

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

AUG 15 2006

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 157 8-9-06

OPEN END

TOTAL

304-558-0468

APPROVED FOR
 ONE FISCAL YEAR
Donna Whitfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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

Purchase Order

PURCHASE ORDER NO.
 ABATMNT07E

PAGE
 2

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

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

 SHADYSIDE OH 43947-1276

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/09/2006		NET 30		341924028			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	08/31/2006	EA	962-40		.00000		
<p>AWARDED TO THE LOW BIDDER MEETING THE SPECIFICATIONS CONTAINED IN THE BID PACKAGE.</p> <p>WHEN THE BIDS RECEIVED BY THE WEST VIRGINIA STATE AGENCY EXCEED \$25,000, THE BIDS MUST BE FORWARDED TO THE PURCHASING DIVISION FOR PROCESSING. IN ACCORDANCE WITH STATE LAW, SUCH RELEASES THAT EXCEED \$25,000 SHALL REQUIRE BONDS. A PERFORMANCE BOND FOR 100% OF THE BID AND A LABOR AND MATERIAL BOND SHALL BE REQUIRED FROM THE SUCCESSFUL VENDOR PRIOR TO ISSUANCE OF SUCH RELEASE.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U. S. DEPARTMENT OF LABOR MINIMUM WAGE RATE AS ESTABLISHED FOR THE COUNTY WHERE THE WORK IS TO BE PERFORMED PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ.</p> <p>THE SPECIFICATIONS CONTAINED IN THIS CONTRACT IN NO WAY RESTRICT OR ALTER ANY OSHA REQUIREMENT FOR ASBESTOS REMOVAL.</p>							
<p>ASBESTOS ABATEMENT</p>							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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

Purchase Order

PURCHASE ORDER NO.
 ABATMNT07E

PAGE
 3

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

I N V O I C E T O
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

V E N D O R T O
 *907121402 304-281-2299
 RAZE INTERNATIONAL INC
 4295 CENTRAL AVE

 SHADYSIDE OH 43947-1276

S H I P T O
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/09/2006		NET 30		341924028			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	EXHIBIT 3						
	<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AUGUST 15, 2006 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.</p> <p>PRICES SET HEREIN ARE FIRM FOR ONE YEAR FROM DATE OF CONTRACT. SUBSTANTIATED PRICE INCREASES WILL BE CONSIDERED AT RENEWAL.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE</p>						

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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

Purchase Order

PURCHASE ORDER NO.
 ABATMNT07E

PAGE
 4

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

INVOICE TO

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

VENDOR TO

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

 SHADYSIDE OH 43947-1276

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/09/2006		NET 30		341924028			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
<p>RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>							
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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

Purchase Order

PURCHASE ORDER NO:
 ABATMNT07E

PAGE
 5

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

INVOICE TO

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

PURCHASER

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

 SHADYSIDE OH 43947-1276

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
08/09/2006		NET 30		341924028	
SHIP VIA		F.O.B		FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY		DESTINATION		PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. IT IS DESIRED THAT THE SUCCESSFUL VENDOR ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR ALL PAYMENTS LESS THAN \$2,500 ON ANY RELEASE ORDER THROUGH THE SUBSEQUENT CONTRACT. PLEASE INDICATE ON THE ATTACHED "VENDOR INFORMATION SHEETS" IF YOUR FIRM ACCEPTS CREDIT CARDS.</p>					

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

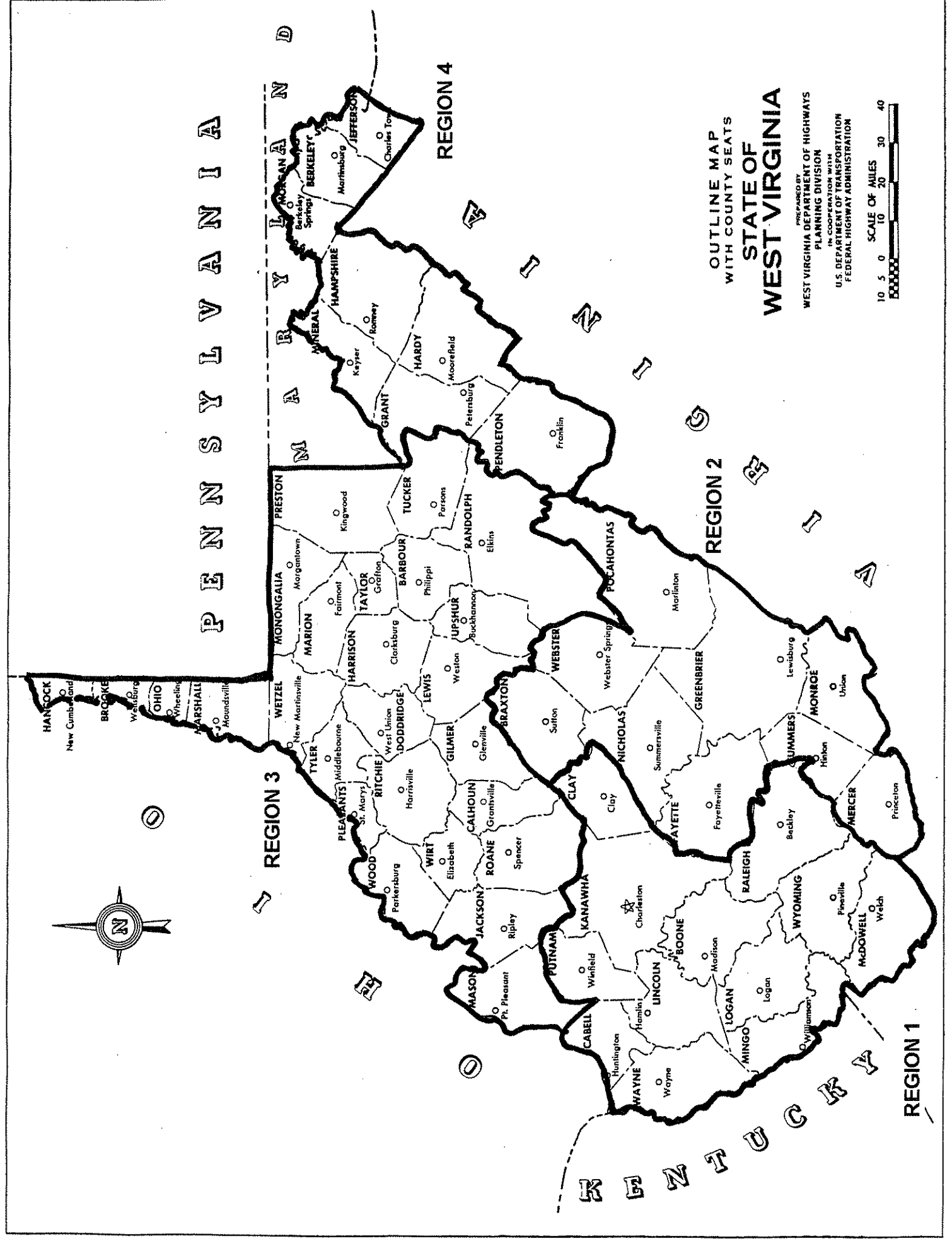
P E N N S Y L V A N I A

REGION 4

OUTLINE MAP WITH COUNTY SEATS STATE OF WEST VIRGINIA

PREPARED BY
WEST VIRGINIA DEPARTMENT OF HIGHWAYS
PLANNING DIVISION
IN COOPERATION WITH
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

SCALE OF MILES
10 5 0 10 20 30 40



ABATMNT07

**Asbestos Abatement and Insulation Specifications
May 22, 2006**

*****NOTICE*****NOTICE*****

Mandatory pre-bid meeting is scheduled for 10:30 a.m. on Monday, June 19, 2006 at 601 57th Street, S. E., Charleston, West Virginia 25304. **All interested vendors are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall result in automatic disqualification. No one person can represent more than one contractor.**

I. OBJECTIVE:

The purpose of this project is to establish an on-call service, to be used on an as-needed basis, to remove and/or encapsulate Asbestos Containing Materials (ACM). Vendors must be an Asbestos Abatement contractor and must possess a valid West Virginia Contractor license issued by the WV Division of Labor. West Virginia requires that all asbestos supervisors, workers, inspectors, project designers, clearance air monitors, and asbestos contractors be licensed by the WV Department of Health and Human Resources.

This is a pre-qualification request for quotation whereby a maximum of three Vendors shall be selected for each of the four regions. The basis for award shall be the low-cost vendors (cost shall be based on pricing pages for each region) meeting specifications. The mobilization/demobilization costs as shown on the pricing pages shall be used in any contract awarded to the vendor. Costs for all other abatement work shall be bid at the time of the requirement to the contract holders for that region (for work in excess of \$2,500.00). Release contracts for all West Virginia State Agencies (after bidding) that are greater than \$25,000.00 shall be released through the Purchasing Division.

The successful Vendor shall provide all equipment, material, and labor to remove the asbestos-containing materials and/or asbestos-containing waste materials ("Materials") according to the requirements of all federal, state and county agencies regulating such removal, bagging of Material for transport, transport of Material and disposal of Material. Upon completion of the work covered by each release purchase order, the contractor shall provide a clearance report and final report as stated in this document. All on-site activities associated with each release purchase order shall be according to the schedule specified therein. Work will be performed after business hours, on State recognized holidays or on weekends, unless otherwise scheduled by the Project Manager of the State of West Virginia.

II. CONTRACT AWARD

A maximum of three contracts shall be awarded for each region. These awards shall be awarded to the lowest bidder meeting specifications. Counties in each region are listed below:

Region 1: Kanawha, Clay, Putnam, Cabell, Lincoln, Wayne, Boone, Raleigh, Logan, Wyoming, McDowell, Mingo

- Region 2:** Braxton, Webster, Nicholas, Pocahontas, Fayette, Greenbrier, Summers, Monroe, Mercer
- Region 3:** Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Preston, Marion, Tyler, Doddridge, Harrison, Taylor, Barbour, Tucker, Randolph, Upshur, Lewis, Gilmer, Calhoun, Roan, Jackson, Mason, Wood, Ritchie, Pleasants, Tyler
- Region 4:** Jefferson, Berkeley, Morgan, Hampshire, Mineral, Grant, Hardy, Pendleton

The State will award region contracts to a maximum of three of the lowest responsible vendor(s) meeting the requirements of the specifications for each region. Attached to the specifications is a State map with the designated regions. Separate pricing pages are attached for each region. Vendors may bid one, two, three or all four regions.

III. SUBCONTRACTORS

The Vendor ("Contractor"), whose RFQ is accepted by the State may elect to secure the services of one or more subcontractors ("Subcontractors") for the purpose of providing to the Contractor with any portion of those services defined in the State released purchase order addressing a specific job for which the Subcontractor's services have been solicited. Each Subcontractor selected by the Contractor shall meet the minimum qualifications as set forth in this RFQ.

It shall be the responsibility of the Contractor to verify that the all minimum qualifications, certifications, and adherence to all applicable federal, state and local laws and regulations applicable to services the Subcontractor has agreed to provide to the Contractor. The release purchase orders shall be sent to the Contractor and all payments shall be made to the Contractor. Payment to any Subcontractor shall be the responsibility of the Contractor.

IV. SCOPE OF WORK:

While the scope of work will most likely vary among the purchase order releases, based upon the type, condition, quantity, and degree of difficulty associated with the removal of the ACMs from the substrate, and the removal of any associated ACMs, including the necessity to re-insulate any structural components and/or equipment from which ACMs are removed, additional work elements may include any one or more of the following activities:

- A. The use of glove bags.
- B. The application of lockdown containing a coloring agent (determined by the State of West Virginia Project Manager) for the control of asbestos fibers not typically visible to the naked eye.
- C. The use of wet wiping and/or HEPA vacuuming for the cleaning of surfaces either identified as being contaminated with asbestos fibers, or surfaces which the Project Manager has determined to be potentially contaminated with asbestos fibers. Such surfaces may be associated with ceilings (including ceiling tiles), floors, walls, pipes, conduits, ductwork associated with HVAC Systems,

- equipment, and etc. Such wiping shall have color per the State of West Virginia Project Manager.
- D. All asbestos-containing material and/or asbestos-containing waste material shall be placed in clear six-mil thick poly bags as opposed to the standard six-mil black poly bags. The clear poly bags shall be imprinted with all required warnings and other statements.
 - E. The successful Vendor shall secure the storage of all on-site material and equipment in approved locked job box or other storage method approved by the State of West Virginia Project Manager. The West Virginia Project Manager of each project shall approve the location of storage site.
 - F. The Contractor must exercise caution when working around pipes, avoiding standing on, pushing, or otherwise exerting undue strain on the pipes. Damage to pipes during any project shall be immediately reported and actual costs of repair will be deducted from final payment.
 - G. The Contractor shall provide all labor, safety equipment, portable lighting, hoses, tools and other devices or equipment necessary to complete the job in a safe and efficient manner.
 - H. The Contractor will be responsible to barricade areas of work to maintain the safety of employees and the public and to perform all work and procedures as required by all applicable federal, state and local rules and regulations.
 - I. The Contractor will perform other related work as may be appropriate in order to insure compliance with all applicable federal, state and local rules and 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.
 - J. The Contractor will be responsible for any damages from fiber release occurring during this work, negligence, or accidents caused as a result of any action of any employee of Contractor.
 - K. All property, private or public, that is disturbed or affected by services provided by the Contractor will be restored to a condition equal to or better than existed prior to the commencement of work. Such restoration shall include, but not be limited to, re-grading and seeding of areas where grass was planted and growing. Contractor does not have to ensure growth of such seeded areas
 - L. The Contractor, upon completion of the scope of work defined in each released purchase order delivered by the State to the Contractor, will provide a final report which shall include a description of the work performed under the released purchase order, a clearance report, all waste shipping records signed by landfill representative, and all other documents related to this project.
 - M. The Contractor shall be responsible for the timely compliance with all reporting requirements that may be associated with any applicable federal, state or local rules or regulations. Additionally, it shall be the Contractor's responsibility to know and understand such regulations.
 - N. Contractor shall be responsible for obtaining all necessary licenses and permits, the filing of the Notification of Abatement, Demolition or Renovation, including but not limited to Form A-Multiple Structures, with the appropriate regulatory agencies and the payment of any and all fees that may be associated therewith.
 - O. Vendor hereby indemnifies holds and saves harmless the State of West Virginia against any claims arising from such work. In the event the State of West Virginia should be cited for a violation of any applicable State, Federal or local law, rule or regulation as a result of the Contractor or the Contractor's sub-contractor's actions associated with the activities described herein, the Contractor shall reimburse the State of West Virginia for all attorney's fees associated with the defense of the same, and also reimburse the State of West

Virginia for any and all fines, penalties and other costs paid as a result of the Contractor's actions.

- P. By submitting a signed bid, the Contractor agrees to all conditions set forth in the above "Scope of Work".
- Q. By submitting a signed bid, the vendor certifies that it is capable of performing all conditions set forth in the above "Scope of Work".
- R. All work must be done using the best available techniques and materials available.
- S. All asbestos abatement and/or encapsulation work is to be performed by personnel properly licensed under WV Code of State Rules 64CSR63.
- T. The contractor shall be responsible for ensuring that all employees working on projects performed have passed a background check for security purposes.
- U. All work must be performed in accordance with all applicable state and local building codes and regulations and all applicable federal, state and local regulations addressing the removal, transportation and disposal of asbestos-containing materials. Contractor shall be responsible for understanding and enforcing any and all federal, state and local regulations regulating asbestos removal and disposal.

With respect to regulatory compliance, this scope of work incorporates, by reference, all applicable federal, state and local rules and regulations. That is, the Contractor is required to comply with all applicable federal, state and local rules and regulations.

The State will submit release purchase orders based on the unit prices as submitted in Contractor's bid for the life of the contact. Said purchase orders will authorize work using the pricing pages (unit prices) submitted by the successful vendor.

Unit prices shall include all labor, materials, equipment, supplies, transportation, etc. necessary to perform a complete project. The size and nature of abatement work awarded may vary as needed from small, short jobs to larger, more involved full-scale asbestos removal projects as needed and authorized by the individual purchase order release.

V. QUALITY ASSURANCE

A. Standards

The Contractor, during the process of asbestos stripping, removal, encapsulation, decontamination, and disposal of asbestos-containing materials and/or asbestos-containing waste materials, shall, at a minimum, comply with the applicable requirements of the following regulatory standards:

1. Regulations for Asbestos (Code of Federal Regulations Title 40 CFR, Part 61, Subparts A and M).
2. OSHA-Asbestos Regulations (Code of Federal Regulations Title 29 CFR, Part 1910, Section 1910.1001).
3. EPA-Office of Pesticides and Toxic Substances publication "Guidance for controlling Friable Asbestos-Containing Materials in Buildings" (EPA 560/5-83-002).
4. U.S. Department of Transportation (DOT) Hazardous Materials Regulations Code of Federal Regulations Title 49, CFR Parts 172.101 and 173.1090.

5. OSHA-General Industry Safety and Health Standard Title 29 CFR Section 191 0.134.
6. OSHA-Construction Industry Safety and Health Standards Title CFR Section 1926.1 - .1051
7. OSHA-Hazardous Communications Regulations Title 29 CFR Section 1910.120.
8. West Virginia Department of Health and Human Resources Asbestos Law and Rule – Chapter 16-32 and 64 CSR63.
9. WV Code of State Rules 33CSR1 – Solid Waste Management Rule.
10. All other federal, state, city and county, statutes, ordinances, regulations, or rules pertaining to asbestos, including its removal, abatement, 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.

B. Air Sampling

The Agency 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: Note: Sampling shall be the responsibility of the Agency.

1. **Background sampling, particularly in those buildings where measurable airborne fiber concentration is believed to pre-exist,**
2. **Representative personal air sampling.**
3. **Routine air sampling outside the enclosed work areas.**
4. **Final clearance air sampling shall be conducted by an independent third party. The owner' representative will determine if aggressive sampling is required.**

C. Pre-Abatement Sampling

Pre-abatement bulk samples of ACMs and air samples of the areas surrounding ACMs shall be preserved, a chain of custody document initiated. Pre-abatement sampling and documentation shall be the responsibility of the Agency.

D. Final Project Clearance

Prior to the acceptance of the abated area by the facility owner, a final project clearance shall be conducted by a licensed clearance air monitor employed by the facility owner. The clearance air monitor shall conduct his (her) duties in strict accordance with the applicable requirements of WV Code Chapter 16, Article 32 and implementing WV Code of State Rules 64CSR63. Only after the clearance air monitor has determined that the atmosphere within the abated area meets the minimum air clearance standards contained in 64-63-6, and so notified the facility owner in writing, will the facility owner accept the abated area for re-occupancy.

E. Site Inspections

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

F. 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 Owner or to any governmental agency must be retained in the Project Log.

G. Asbestos Disposal Form

All ACM material of Asbestos-Contaminated Material must be disposed in compliance with all federal, state and local laws, rules and regulations 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.

VI. SELECTION CRITERIA:

The selection process will be based on the lowest cost bid where Contractor meets the criteria set forth in this request for quotation that include:

- A. Meeting Requests for Quotation requirements.
- B. Providing three (3) references and/or current customers of the requested services.
- C. At time of the bid, Vendor must possess a valid WV Contractor license for asbestos abatement **AND** a valid WV Division of Labor issued Contractor license.

VII. VENDOR QUALIFICATIONS/REQUIREMENTS:

The following are mandatory requirements. If the vendor does not meet the following requirements, its bid shall be disqualified. Vendor must certify the qualifications/requirements are met in order to be qualified to submit a bid on this RFP. The attached Contractor Certification document, one page, must be submitted and signed to certify vendor's expertise.

All definitive information required by the State to be submitted by the vendor in response to this RFQ, shall be accurate, complete, and legible. A failure on the part of the Vendor to do so may result in the Vendor's submittal to this RFQ being disqualified.

Mandatory Requirements:

- A. The Vendor's business entity must be currently licensed in the State and said license must allow the Vendor to engage in asbestos abatement activities, encapsulation activities, and re-insulation activities.
- B. As a part of the Vendor's submittal to this RFQ, the Vendor shall provide a summary of each incident in which the Vendor's business entity was cited for a non-compliance with any federal, state or local rules and/or regulations applicable to the activities addressed in this RFQ within the past 36-month. Also indicate what corrective action was taken.
- C. Vendor must have been in business for a minimum of five (5) years.

- D. Vendor must be capable of responding within 48 hours for an emergency situation.

VIII. HOLD HARMLESS.

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of and holds harmless the State of West Virginia, its elected and appointed officials, employees and volunteers and others working on 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 Contractor, 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.

IX. INDEMNIFICATION

The successful 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 successful contractor or failure of the successful contractor to perform any work or obligation provided for in the agreement.

X. PAYMENT TERMS

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 project coordinator/manager prior to final payment.

- A. Final payment shall be paid upon final completion of all requirements specified within this document.
- B. Monthly payments may be allowed based on work completed according to a pre-submitted and approved schedule of values for each project. Ten percent (10%) retainage will be held from each invoice on each project until final payment is approved on each purchase order awarded.

XI. 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.

XII. INQUIRIES

Written questions shall be accepted through close of business on Friday, June 16, 2006. Questions may be sent via USPS, fax, courier or email. In order to assure no Vendor receives an unfair advantage, no substantive questions will be answered orally. If possible, e-mail questions are preferred.

Address inquiries to:

Betty Francisco
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25311
Fax: 304-558-4115
Email: bfrancisco@wvadmin.gov

XIII. CANCELLATION

The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the Contractor if the materials or workmanship supplied are of an inferior quality or do not conform with the specifications of the request for quotation and any release purchase order resulting there from or a contractor is not in compliance with any mandatory requirement or condition set forth in this RFQ. This provision does not limit the State from enforcing other cancellation provisions set forth in this RFQ.

XIV. WAGE RATES

The Contractor or Subcontractor shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates as established for each county where the work is performed, pursuant to West Virginia Code §21-5-1, et seq. Wage rates may be found at:

<http://www.wvsos.com/adlaw/wagerates/building06.htm>

XV. 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.

XVI. WORKER'S COMPENSATION:

Compliance is required with all rules and regulations of the State of West Virginia, including but not limited to Chapter twenty-three of the West Virginia Code. Vendor is required to submit a certificate indicating compliance with Chapter twenty-three of the West Virginia Code if successful.

XVII. INSURANCE REQUIREMENTS:

Successful Vendor shall furnish the following

- A. Worker's compensation – statutory**
- B. Employer's Liability - \$1,000,000 each occurrence**
- C. Public Liability (bodily injury) - \$3,000,000 combined single limit**
- D. Public Liability (property damage) - \$3,000,000 combined single limit**
- E. Automobile Liability (bodily injury and property) - \$1,000,000 each occurrence.**

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 shall cease and shall 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 shall 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 shall be no lapse in any coverage. The state reserves the right to cancel this contract in the event contractor does not have the required insurance coverage. The State of West Virginia shall be named as an additional insured under Contractor's public liability insurance.

XVIII. BONDS: A BID BOND IN THE AMOUNT OF \$50,000 PAYABLE TO THE STATE OF WEST VIRGINIA SHALL BE SUBMITTED WITH EACH BID.

For projects in excess of \$25,000, the successful Vendor shall also furnish a Performance Bond and a labor and labor/material bond for 100% of the amount of each job awarded through this contract. A letter of credit submitted in lieu of a performance and labor and material bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable in lieu of the bid bond, performance bond, or labor and material bond.

XIX. DOMESTIC ALUMINUM, GLASS, & STEEL IN PUBLIC WORKS PROJECTS

- A. In accordance with West Virginia Code §5-19-1 et. seq., every contract for construction, reconstruction, alteration, repair, improvement, or maintenance of public works, where the cost is more than \$50,000 and, in the case of steel only, where the cost of steel is more than \$50,000 or where more than 10,000 pounds of steel products are required, the State will accept only aluminum, glass, or steel products produced in the United States. In addition, items of machinery or equipment purchased for use at the site of public works shall be made of domestic aluminum, glass, or steel unless the cost of the project is less than \$50,000 or less than 10,000 pounds of steel are used in public works projects.
- B. Foreign made aluminum, glass, or steel products may be accepted only if the cost of domestic products is found to be unreasonable. Such cost is unreasonable if it is 20% or more higher than the bid price for foreign made products. If the domestic aluminum, glass, or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, foreign products may be supplied only if domestic products are 30% or more higher in price than the foreign made products.
- C. If, prior to the award of a contract under the above provisions, the spending officer of the spending unit determines that there exists a bid for like foreign aluminum, glass, or steel that is reasonable and lower than the lowest bid for domestic products, the spending officer may request, in writing, a re-evaluation and reduction in the lowest bid for such domestic products. All Vendors must indicate in their bid if they are supplying foreign aluminum, glass, or steel.

XX. MECHANICAL INSULATION

A. GENERAL

1. Related Documents

Drawings and general provision of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section. Division-15 Basic Mechanical Requirements and Basic Mechanical Materials and Methods sections apply to work specified in this section.

2. Description Of Work

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

B. Products

Thermal And Acoustic Insulation

If insulation is requested in the release purchase order, Contractor shall furnish and install all insulation necessary to the project and in accordance with the following schedule. All insulation and accessories used in an air plenum space, and all duct covering and lining regardless of physical location, shall have a composite (insulation, jacket, & adhesive) fire and smoke hazard rating as tested under procedure ASTM E-84, NFPA 255 & UL 723, not exceeding a flame spread 25 and smoke developed 50. All other areas shall have insulating materials and accessories on pipes and vessels rated at a flame spread 25 and smoke developed 150 as tested by the same procedure. All calcium silicate shall be asbestos free.

C. System Schedule: All insulation material shall conform to the following schedules:

Service	Type	Size	Thickness	Finish
Heating Water	1	4" & Under	1"	A.S.J.
Chilled/Heating Water	1	6" & Over	1 ½"	A.S.J.
Chilled Water*	1	All Sizes	1"	A.S.J.
	2	1 ½" & Under	½"	---
Chilled Water Pump	1	---	1"	F.G.C
	2	---	½"	---
Domestic Water	1	All Sizes	1"	A.S.J.
(Hot & Re-circulated)	2	1 ½" & Under Only	½"	---
Domestic Cold Water	1	All Sizes	1	A.S.J.
& Downspouts (New & Existing)	2	1 ½" & Under Only	½"	---
Steam Condensate (15# and Under)	1	4" & Under	1 ½"	A.S.J.
Steam Condensate (15# and Under)	1	6" & Over	2"	A.S.J.
Steam & Condensate (16# to 55#)	1	1" and Under	1 ½"	A.S.J.

Steam & Condensate (16# to 55#)	1	1 ¼" to 4"	2 ½"	A.S.J.
Steam & Condensate (16# to 55#)	1	5" and Over	3"	A.S.J.
Feed Water, Pumped Steam Condensate, Blowdown	1	All Sizes	1 ½"	A.S.J.
Exposed Ductwork	3	All Sizes	1 ½"	A.S.J.
Concealed Ductwork	4	All Sizes	1 ½"	F.F.V.
Heat Exchangers	6	All Sizes	2"	F.G.C.
Feedwater Tank, Condensate Pumps & Receivers, Flash Tank, Blowdown Separator, Air Separators	6	All Sizes	2"	F.F.V.
A.C Condensate Floor Drain Waste Lines	1	All Sizes	1"	A.S.J.
Refrigerant Piping	2	1 5/8" & Under	½"	—
Domestic Hot Water Heater	6	All Sizes	2"	F.G.C.
Reheat Coils in Supply Air Duct Work Aluminum Jacket	3	All Sizes	1-1/2"	A.S.J. &0.016"

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

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

1. Type (1): Fiberglass pipe insulation as manufactured by Certainteed, Owens-Corning, Knauf, or Manville. Insulation shall be suitable for applications to 650 deg F and shall have a "k" factor of .23 at 75 deg F mean temperature.
2. Type (2): Armaflex Ap elastomeric pipe insulation as manufactured by Armstrong. Insulation shall be suitable for applications from -40 to +220 deg F and shall have a "lc" factor of .24 at 75 deg F mean temperature. Armaflex insulation shall have a fire/smoke rating of 25/50 under ASTM E84-75.
3. Type (3): Rigid fiberglass duct insulation as manufactured by Manville, Owens-Corning, Knauf or Certainteed. Insulation shall be suitable for applications to 450 deg F and shall have a "k" factor of .24 at 75 deg F mean temperature.
4. Type (4): Flexible fiberglass duct insulation as manufactured by

Manville, Owens-Corning, Knauf or Certainteed. Insulation shall be suitable for applications to 250 deg F and shall have a "k" factor of .31 at 75 deg F mean temperature.

5. Type (5): Flexible fiberglass duct liner as manufactured by Manville, Owens-Corning, Knauf or Certainteed. Insulation shall be coated with a black mat fire resistant coating on the air stream side. Insulation shall be suitable for applications to 250 deg F and shall have a "k" factor of .23 at 75-deg F mean temperature and a density of 2 pounds per cubic foot.
6. Type (6): Flexible board type fiberglass insulation as manufactured by Manville, Owens-Corning or Certainteed. Insulation shall be suitable for applications to 450 deg F and shall have a "k" factor of .35 at 200-deg F mean temperature and a density of 3 pounds per cubic foot.
7. Type (7): Rigid block type calcium silicate insulation as manufactured by Manville, Owens-Corning, or PABCO. Insulation shall be suitable for applications to 800 degrees Fahrenheit mean temperature and a density of 14 lbs. per cubic foot. Jacketing shall be F.G.C. field applied 8.5-oz. glass-cloth lagging.

E. Type of Finish:

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

F. Execution

1. General

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

2. Pipe Insulation:

If insulation is requested in the release purchase order, All pipe insulation shall be installed with joints butted firmly together. All valves and fittings shall be insulated using insulation equal in density and thickness to the adjoining insulation; or with insulation cement equal in thickness to the adjoining insulation or pre-molded insulated fittings. The insulation applied to the valves and fitting shall be covered with Zeston 25/50 rated PVC fitting covers as manufactured by Manville Corporation. No staple area allowed penetrating the vapor barrier on cold systems unless specified by the Owner. (I.e. chilled water, cold water, down spouts.)

All pipe insulation ends shall be tapered and sealed regardless of services.

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

All insulated, exposed vertical piping within the building, excluding the mechanical equipment rooms, and piping exposed to outdoors shall include a .016" thick aluminum jacket in addition to the normal finish. Vertical piping shall be protected to a height of 8'-0" above the floor. Reheat coils in supply air ductwork shall also have a 0.016" thick

aluminum jacket.

3. Duct Insulation:

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

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

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

4. Boilers, Vessels, Breeching, ECT Insulation

Rigid or flexible insulation shall be installed with joints staggered and all seams firmly butted together. Insulation shall be secured using 3/4"x. 020 stainless steel bands on 1 2-inch centers. Where required, weld studs, clips, or angles needed to provide anchors for wires and bands. Insulate and lag using the appropriate type of either six or seven.

G. Application Notes:

See the duct material schedule on drawings for additional insulation information.

1. Armaflex insulation exposed to the outdoors shall be painted, two coats of white Armaflex finish by the insulation contractor.
2. A/C condensate floor drain waste lines to be insulated for a distance of 1 0'-0" From the floor drain handling the condensate.

XXI. SPRAYED-ON FIREPROOFING

A. General

Comply with all of the Contract Documents.

B. Quality Assurance

1. Single Source: Obtain sprayed-on fireproofing materials from a single manufacturer for each different product required.
2. Coloration of Spray-Back Insulation – Spray-back insulation must be easily recognized as asbestos free. The color to be used shall be determined by the Project Manager.
3. Fire Performance Characteristics: Provide materials and construction which are identical to those tested for the following fire performance

characteristics, according to test method indicated, by UL or other testing and inspecting agency acceptable to authorities having jurisdiction.

- a) Fire Resistance Ratings: As indicated by reference to design designation in UL "Fire Resistance Directory" for fire-rated assemblies in which sprayed-on fireproofing serves as direct-applied protection, tested per ASTM E 119.
 - b) Surface Burning Characteristics: As indicated for each sprayed-on fireproofing product required, tested per ASTM E 84 and listed in UL "Building Materials Directory".
4. Field-Constructed Mock-Up: Prior to installation of exposed sprayed-on fireproofing, apply each product indicated for exposed applications, in location selected by the Owner, to represent completed work for qualities of appearance, materials, and application.
- a) Extent of Mock-Ups: Approximately 100 sq. ft. of surface.
 - b) Retain mock-ups during construction as standard for judging completed work.

C. Submittals

1. Product Data: Submit manufacturer's product data for each sprayed-on fireproofing product indicated.
2. Test Reports: Submit the following test reports:
 - a) Certified test results from an independent testing laboratory indicating compliance of sprayed-on fireproofing products with performance requirements indicated.
 - b) Acceptance of steel primers by sprayed-on fireproofing manufacturer, based on data submitted by primer manufacturer.
 - c) Sprayed-on fireproofing manufacturers' certification that their products comply with specification requirements and are suitable for the use indicated.

D. Delivery, Storage, And Handling

1. Deliver products to project site in original, unopened packages with manufacturers' labels identifying products legible and intact. Include on labels names of products and manufacturers, date of manufacturer and shelf life, where applicable. Also include UL labels for fire resistance ratings applicable to project.
2. Use materials with limited shelf life within period indicated. Remove from project site and discard any materials whose shelf life has expired.
3. Vendor shall store materials inside, under cover, above ground and in a manner to keep them dry until ready to use. Remove from project site and discard any materials that have been exposed to moisture or have otherwise deteriorated.

E. Project Conditions

Environmental Conditions: Do not install sprayed-on fireproofing when ambient or substitute temperatures are 40 deg F and falling, unless temporary protection and heat can be provided to maintain temperatures of both at or above this temperature

level for 24 hours before, during and for 24 hours after application of sprayed fireproofing. Ventilate spray fireproofing during and after application until it dries thoroughly.

F. Sequencing: Sequence and coordinate application of sprayed-on fireproofing with other, related work specified in other sections to comply with the following requirements:

1. Prevent deterioration of sprayed-fireproofing for interior applications due to exposure to unfavorable environmental conditions.
2. Avoid unnecessary exposure of sprayed-on fireproofing to abrasion and other damage likely to occur during construction
3. Operations subsequent to its application.
4. Ensure that sprayed-fireproofing is installed prior to installation of enclosing or concealing work, with sufficient time allowed for inspection, testing and correction of defective fireproofing.

G. Products

Concealed Sprayed-On Fireproofing Materials

1. General: Provide manufacturer's standard products complying with requirements indicated below for material composition and physical properties representative of installed products.

2. Material Composition: As indicated below:

a. Cementitious Fireproofing: Factory-mixed formulation of inorganic binders and lightweight mineral aggregates mixed with water at project site to form slurry for pumping and for dispersal by compressed air introduced at spray nozzle.

b. Physical Properties: Minimum values measured per standard test methods referenced with each property, as follows:

- 1) Bond Strength: 80 lbs. per square inch Per ASTM E 736.
- 2) Compressive Strength: 3.47 lbs. per square inch, Per ASTM E 761.
- 3) Corrosion Resistance: No Evidence of corrosion per ASTM E 937.
- 4) Deflection: No cracking, spalling, delamination or the like per ASTM F 759.
- 5) Effect of Impact on Bonding: No cracking, spalling delamination or the like per ASTM E 760.
- 6) Air Erosion: Maximum weight loss of 0.025 grams per sq. Ft. per ASTM E 859.
- 7) Dry Density: Values for average and individual densities as required for fire-resistance ratings indicated, per ASTM E 605.
- 8) Hardness: 0.50 max. Penetration per ASTM C 569.
- 9) Surface Burning Characteristics: Maximum flame spread and smoke developed values of 10 and 0, respectively.

10) Products: Subject to compliance with requirements, provide one of the following:

3. Cementitious Fireproofing:

"Monokote", Grace Construction Products Div., W.R. Grace & Co. or equal. Substitutions must be approved by the Owner prior to bid.

H. Auxiliary Fireproofing Materials

1. General: Provide auxiliary fireproofing materials which are compatible with sprayed-on fireproofing products and substrates, approved for use indicated by manufacturer of sprayed-on fireproofing, and which have been approved by UL or other acceptable testing and inspecting agency for use in fire-resistance rated designs indicated.
2. Substrate Primers: Type approved by manufacturer of sprayed-on fireproofing for substrate and for conditions of exposure indicated.
3. Adhesive for Bonding Fireproofing: Type recommended by manufacturer of sprayed-on fireproofing manufacturer.

I. Execution

1. Inspection:

Require installer to examine substrates to determine if they are in satisfactory condition to receive sprayed-on fireproofing. A satisfactory substrate is defined as follows:

- a. Substrate complies with requirements of the section in which the substrate and related work is specified and is free of oil, grease, rolling compounds, incompatible primers, loose mill scale, dirt or other foreign substance capable of impairing bond of fireproofing with substrate under conditions of normal use of fire exposure.
- b. Objects, which will penetrate fireproofing, including clips, hangers, support sleeves and similar items have been securely attached to substrates.
- c. Substrates are not obstructed by ducts, piping, equipment and other suspended construction that could interfere with application of fireproofing.
- d. For metal roofing decking substrates, application of roofing has been completed and roof traffic is prohibited during application of fireproofing and until it has dried.

For steel or other substances suspected of being coated with oil, rolling compounds or other substances not readily identifiable but potentially capable of impairing bond, conduct tests recommended by fireproofing manufacturer to determine their presence and effect on adhesion of fireproofing

Do not proceed with installation of fireproofing until unsatisfactory conditions have been corrected.

2. Preparation

Clean substrates of substances which could impair bond of fireproofing, including oil, grease, rolling compounds, incompatible primers, and loose mill scale.

Prime substrates where recommended by fireproofing manufacturer, except where compatible shop primer has been applied and is in satisfactory condition to receive fireproofing.

For exposed sprayed-on fireproofing applications, repair substrates to remove any surface imperfections that could affect uniformity of texture and thickness in finished surface of fireproofing. Remove minor projections and fill voids which would telegraph through.

Cover other work which might be damaged by fall-out or overspray of fireproofing materials during application. Provide temporary enclosure as required to confine spraying operations, protect the environment, and to ensure adequate ambient conditions for temperature and ventilation.

3. Installation

General: Comply with fireproofing manufacturer's instruction for mixing materials, for application procedures and for types of equipment used to convey and spray-on fireproofing material; as applicable to the particular conditions of installation and as required to achieve fire-resistance ratings indicated.

Coat substances with adhesive prior to application of fireproofing where required to achieve fire-resistance rating or recommended by fireproofing manufacturer for material and application indicated.

Extend fireproofing full thickness over entire area of each substrate to be protected. Unless otherwise recommended by fireproofing manufacturer, install body of fireproof covering in a single course.

Apply fireproofing in thicknesses and densities indicated but not less than that required to achieve fire resistance ratings designated for each condition, unless greater thicknesses and densities are indicated.

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

For exposed fireproofing provide a uniform matching finish approved for field-erected mock-up.

4. Field Quality Control

Testing Laboratory: The right is reserved by Owner to employ and pay an independent testing laboratory to perform field quality control testing.

Extent and Testing Methodology: Arrange for testing of completed fireproofing in successive stages in areas of extent described below; do not proceed with fireproofing of next area until test results for previously completed work evidence compliance with requirements.

- a. Extent of Each Test Area: Not greater than one floor or 10,000 sq. ft., whichever produces the greatest number of test areas.
- b. Within each area, testing laboratory shall randomly select a typical bay, and test each fireproofed structural element within it for thickness and density per ASTM E 605.
- c. Within each area, testing laboratory shall randomly select one typical structural element of each type and test fireproofing for cohesion/adhesion per ASTM E 736.

Testing Laboratory shall report test results promptly and in writing to Contractor and Owner.

Repair or replace fireproofing within areas where test results indicate fireproofing does not comply with requirements.

5. Cleaning, Repair And Protection

Cleaning: Immediately upon completion of spraying operations in each containable area of project, remove over-spray and fall-out of materials from surfaces of other work and clean exposed surfaces to remove evidence of soiling.

Cure exposed cementitious fireproofing materials in compliance with fireproofing manufacturer's recommendations to prevent premature drying.

Protect fireproofing according to advice of fireproofing manufacturer and Installer from damage resulting from construction operations or other causes so that fireproofing shall be without damage or deterioration at time of substantial completion.

Coordinate installation of fireproofing with other work in order to minimize the need for other trades to cut or remove fireproofing. As other trades successively complete installation of their work, maintain protection of structure afforded by fireproofing by patching any area which have been removed or damaged prior to concealment of fireproofing by other work.

Repair or replace work which has not been successfully protected.

XXII. CONTRACTOR'S REQUIREMENTS

- A. Comply with the provisions of West Virginia Code §16-32-1, et seq. (H.B. 4647 passed March 10, 1988; in effect July 1, 1988 – as amended by the 1993 Legislative session).
- B. The Contractor must make available for viewing at the job site a copy of the

OSHA Regulations 19101 and EPA Regulations of Part 61, Sup-Part M governing asbestos stripping procedures.

XXIII. PROGRESS PAYMENTS

Contractors may submit monthly invoices to the Owner's project representative to bill for progress in completing the project. The billing period is specified as the first day of the month to the last day of the month until completion.

NOTICE TO PROCEED

- A. Contractor must commence abatement activities within 24 hours after date agreed to by the Contractor and Owner's Representative or as requested by statutory regulations for notification.
- B. Contractor shall be responsible for completing and submitting notification for an asbestos abatement project the Asbestos Compliance Program as set forth by the West Virginia State Asbestos Law and Rule (Chapter 16-32 and 64 CSR 63).
- C. Contractor shall be responsible for insuring that all projects are inspected by WV licensed asbestos inspectors prior to starting an abatement project. The vender shall also be responsible for insuring that any inspection that is older than three years is required to be re-inspected by a WV licensed asbestos inspector before an abatement project can start.
- D. Contractor shall be responsible for insuring that each asbestos project is properly designed by a WV licensed asbestos project designer.

XXIV. STANDARD OPERATING PROCEDURES

A. GENERAL

1. 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 same.

2. 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 owner 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 must appoint a minimum of one person in its office and one person on site, for contact with the State of West Virginia Project Manager regarding the execution and compliance with contract requirements, including but not limited to, these standard operating procedures, and any other governmental laws and regulations.

3. Project Log

The Contractor shall maintain a daily project log for any subsequent project performed as a result of contract awarded. The log shall be used each day of the project to record the following information.

- a. Name project superintendent and actual time physically on job.
- b. Brief description of daily work accomplishments.
- c. Listing of all employees and others on the job.
- d. 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 owner, 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 are

The log also shall be used daily to hold copies of the daily 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 log for any project shall be made available for inspection by the owner's representative, immediately upon request.

At the completion of any projects, the contractor must forward a copy of the project log to the project coordinator/manager and agency for which the work is being done and Betty Francisco, Purchasing Division. Such log must show the release number assigned for that project by the agency.

4. Visitor's Form

The Contractor shall also maintain a project visitor's form which shall be signed, with date and time by all visitors, including the owner, architect,

engineer, or representatives of the foregoing, private or governmental inspectors, and contractor's representatives. The log shall 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. Contractor shall be responsible for PPE at an abatement project and responsible to see that all visitors are properly trained and certified to enter work areas.

Both the project log and visitor's form shall form a permanent record of each project. The contractor must retain a copy and a completed copy must be given to the owner at the completion of each project.

5. Definitions:

- a. Abatement: procedure to control or otherwise limit fiber releases from asbestos containing or asbestos-contaminated building materials. Includes stripping, removal, encapsulation, disposal, wet cleaning, etc.
- b. ACM: asbestos Containing Material.
- c. Aggressive Sampling: an air sampling techniques 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 (AFO): 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, form the enclosed work area. The Barrier separates the contaminated work environment from the uncontaminated area.
- j. Clean Room: an uncontaminated area or room outside the enclosed work area and part of the work area insulation structure,

with provisions for storage of worker's street clothes and protection equipment.

- k. 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".
- l. 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 WV State rule 33CSR1 and 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 applicable.
- m. Encapsulant (Sealant): 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 (40CFR 611), and Sections 172.101 and 173.1090 of the DOT Regulations (40 CFR), or such other or additional regulations as may be issued.
- 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 of releasing asbestos fibers into the ambient air by using a penetrating encapsulant.
- o. Enclosed Work Area: an isolated area of the facility where abatement activities are performed.
- p. 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.
- q. HEPA: High Efficiency Particulate Air.
- r. 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.
- s. 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.
- t. Independent Testing Laboratory: a qualified organization capable of performing necessary air sampling and other testing requirements of asbestos abatement projects.
 - u. Lagging: insulation used to prevent heat loss from pipes, boilers, and similar mechanical equipment.
 - v. NIOSH: National Institute for Occupational safety and Health.
 - w. OSHA: Occupational Safety and Health Administration of the United States Department of Labor
 - x. 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.
 - y. Stripping: all specified procedures necessary to remove ACM or asbestos-contaminated materials from their substrate or from any component or structure of the building.
 - z. Surface Sample: a wipe or bulk sample taken from the suspect surface to ascertain the presence of asbestos fibers.
 - aa. Surfactant: a chemical wetting agent added to water to reduce its surface tension and thereby improve its penetrating capabilities into ACM.
 - bb. 8-Hour TWA: the time-weighted average for an eight-hour day; used in expressing some airborne asbestos fiber concentrations.
 - cc. 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.
 - dd. 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.
 - ee. 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.

XXV. PERSONAL PROTECTION

A. Respiratory Protection Equipment

Although subject to more stringent requirements imposed by applicable federal, state or local law, rule or regulation or project specification, the contractor must comply with the following at a minimum:

1. 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.

2. 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:

- a. Proper use.
- b. Care, cleaning, and sanitizing.
- c. Limitations,
- d. Maintenance.
- e. Emergency procedures.
- f. Prohibition of facial hair.

The contractor shall obtain documentation of receipt of this training must be signed by each person using respirators confirming that he/she received said training. 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 to a person who has not actually received such training and acknowledged receipt of same.

3. The choice of proper respirators for a specific application 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:

- a. Respiratory Protection Equipment

- 1) Air purifying half-face respirators with HEPA filters shall 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 any time 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.

- b. Personal Protection Procedures

- 1) Subject to any more stringent requirements of applicable law or the project specifications the Contractor must comply with the following:
- 2) 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.

- 3) 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 requirement 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, as described in Section 0.017.

c. Visitor's Personal Protective Equipment

Although subject to more stringent requirements of applicable federal state or local law rule or regulation or project specifications, the Contractor must comply with the following:

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 whichever is more stringent.

XXVI. EMERGENCY PROCEDURES

In the event of an emergency, the above stated decontamination procedures may not be required if the State of West Virginia Project Manager requests or approves otherwise. All efforts shall be utilized to effect immediate First Aid to any victim. As an emergency precaution, the contractor must post the phone numbers of all police, fire, ambulance, and hospital, along with directions to each, at each job site.

XXVII. WORK-PLACE SECURITY

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

C. Waste Disposal Containers

The Contractor must utilize waste disposal containers as follows:

1. Polyethylene Bags - Bags used for transporting and disposing of asbestos-containing or asbestos-contaminated materials must be clear, constructed of at least 6 mil polyethylene and be securely labeled with asbestos waste identification and warnings as specified by applicable OSHA, EPA, DOT regulations.
2. Drums - Drums used for transporting only, or transporting and disposing of asbestos-containing or asbestos contaminated waste materials, must be clean; not previously contaminated with toxic materials, of metal or rigid fiberboard construction; have sealable lids; and, when sealed, be air and watertight. Drums so used must be securely labeled with asbestos waste identification and warnings as specified by applicable OSHA, EPA, and DOT regulations.

XXVIII. USE OF ENCAPSULANTS

Encapsulants as supplied to asbestos abatement projects fall in two major groups:

- A. Those materials used to secure in-place friable asbestos-containing materials.
- B. Those materials used to seal and enhance surfaces from which friable asbestos-containing materials have recently been removed.
- C. In each case, the encapsulation process must take place within an Enclosed Work Area.

XXIX. LAYOUT OF WORK AREA ENTRANCE AND DECONTAMINATION STRUCTURES

The Contractor must set up work area isolation/decontamination facilities in the manner specified in the specifications or applicable law, or if more stringent, consisting of three areas as follows:

- A. The Equipment Room must be an area of sufficient size to accommodate at least one worker, a 6-mil disposal bag and container and any equipment which the user wishes to store when not in use. The Equipment Room must not be physically separated from the work Area Isolation Structure.
- B. The Wash Room must have two curtained doorways of opaque polyethylene film, one to the Enclosed Work Area and one to the uncontaminated area. At least one shower must be installed in this room for personal decontamination.
- C. The Clean Room must be of sufficient size to accommodate at least one worker and storage of street clothing. The Clean Room must be in the uncontaminated area and be separated from any contaminated area by at least one Air Lock.
- D. Prefabricated or trailer-type decontamination/entrance system may be used.

XXX. MAINTENANCE OF ISOLATION SYSTEM AND BARRIERS

- A. At all times during any asbestos abatement project, the Contractor must routinely and frequently inspect and maintain the integrity of all Barriers, Curtained Doorways of the Work Area Isolation Structure and Enclosed Work Area. Special attention must be applied to taped joints. The Contractor must immediately repair damaged Barriers, Curtained Doorways, and other matters that may affect the integrity of the Enclosed Work Area and the Work Isolation Structure.
- B. Any containment area must have a 1' x 2" plexiglass window.

USE OF ASBESTOS FILTRATION DEVICES (AFD)

- A. The Contractor must, on all asbestos abatement projects where required, install and use Asbestos Filtration Devices (AFD5) as part of an exhaust ventilation system to develop and hold a negative differential air pressure inside the Enclosed Work Areas as compared to those outside the Enclosed Work Area. These AFDS may be used to provide filtered exhaust ventilation from the Enclosed Work Area, thereby removing airborne asbestos fibers from the Enclosed Work Area and forcing the introduction of the clean makeup air into the Enclosed Work Area. Such exhaust ventilation may be effective in reducing airborne fiber concentration inside the Enclosed Work Area. 0.024 Stripping of Asbestos-Containing Materials
- B. Complete stripping of all visible asbestos materials is required. Where lagging is inaccessible, neatly trim any exposed edges and seal lagging with re-wet cloth, insulator's mastic, or other material approved by the Owner.
- C. After completion of stripping work, all surfaces from which asbestos-containing material has been removed must be wire brushed, wet sponged, or cleaned by an equivalent method to remove all visible material.

XXXI. CLEANUP AND TRANSPORTATION OF ASBESTOS-CONTAINING WASTES

- A. 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.
- B. 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.
- C. If dumpsters are used to store asbestos containing waste, dumpster must be labeled and locked for security purposes.
- D. When Loading filed disposal containers into the transport vehicles, the Contractor must:
 - 1. Take steps to protect against rupture or other accidental opening of the

- sealed containers.
- 2. Assume any and all liability for any rupture or other opening of sealed containers.
- 3. Agrees to hold the Owner 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.

XXXII. 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.
- D. Transporter of asbestos waste must be identified and possess all required licenses for handling such waste.
- E. Asbestos containing waste shall be manifested and signed by State of West Virginia Project Manager.

XXXIII. 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 shall clean all surfaces inside the Enclosed Work Area using Amended Water and/or HEPA filtered vacuum equipment, as appropriate. The Contractor shall 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 has 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.

XXXIV. ADDITIONAL TERMS & CONDITIONS

- A. 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 quotation.
- B. 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.

- C. 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 Owner. Such repair shall, at a minimum, restore such area to the condition prior to such damage.

XXXV. PRICING:

- A. Vendors must enter their pricing information on the attached Asbestos Abatement Pricing Pages, (pages). Vendors should also complete all requested information included in the pricing pages. The pricing scenario includes mobilization/demobilization costs. These mobilization/demobilization costs are to be considered firm and shall be used in any subsequent contract awarded. This is a "mock" asbestos abatement project and the low bidders meeting all mandatory requirements shall be awarded a contract. Vendors are requested to type all pricing pages. The pricing pages are available on line at the following address:

<http://www.state.wv.us/admin/purchase/buyer/42/ABATMNT06>

If any difference exists between the paper copy supplied and the electronic version, the paper copy shall prevail.

All asbestos abatement projects above \$2,500 shall have a secondary bid process among the vendors awarded contracts for such region. Projects less than \$2,500 could be awarded to any contract holder for the region in which the work is to be done.

- B. Substantiated price increases in the mobilization/demobilization costs will be considered only at the beginning of each renewal period. All adjustments will be made in dollars, not per cents. Requests for price increases must be received in writing by the Purchasing Division at least thirty (30) days in advance of the effective date and must include substantiating proof of such cost increases. Contractor may add products requiring remediation throughout the term of this contract when it is in the best interest of the State of West Virginia. The Director of Purchasing will determine which products will be added. Price increases and decreases shall only be "pass-through costs" to the State of West Virginia.

XXXVI. SPECIAL CONDITIONS:

- A. The State of West Virginia reserves the right to cancel this contract immediately upon written notice to the Contractor if the commodities or services supplied are of an inferior quality or do not conform to the specifications and/or contract.

- B. The State of West Virginia is not liable for any expenses incurred by Vendors in the preparation or presentation of bids.
- C. The Contractor shall furnish the ordering agency and project coordinator/manger with a Material Safety Data Sheet (MSDS OSHA Form 20) disclosing all potentially hazardous substances in any product which the Contractor 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 29CFR1910.1200.
- D. It is the intention of the State of West Virginia to purchase no products which contain asbestos or asbestos components in the equipment or materials to be supplied by the Contractor. The Vendor warrants that all equipment and materials to be supplied by the Contractor under this contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the Contractor and specifically accepted in writing by the ordering agency of the State of West Virginia.

XXXVII. VENDOR PREFERENCE

There is no resident vendor preference for construction and services that are competitively bid except for a reciprocal preference provided in §5A-3-37a of the West Virginia Code.



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

Purchase Order

PURCHASE ORDER NO.
 ABATMNT07E

PAGE

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

INVOICE TO

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

VENDOR

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

 SHADYSIDE OH 43947-1276

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/09/2006		NET 30		341924028			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET	FOR PURCHASE ORDER: ABATMNT07E			
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001		962-40		ASBESTOS ABATEMENT			
SIGNATURE _____				DATE _____			

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.