



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

Request for Quotation

RFQ NUMBER
6610C014

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

Soil Nail Launcher, Inc.
955 Malachite Dr.
Fruita, CO 81521

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/12/2010				

BID OPENING DATE: 01/27/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		750-07		
	SLIDE REPAIR					
				OPEN END CONTRACT		
				TO PROVIDE LABOR, EQUIPMENT AND SUPERVISION FOR "ON-CALL" AS NEEDED SERVICES FOR SLIDE REPAIR USING THE METHODS OF LAUNCHED SOIL NAILS, SUPER NAILS, OR SUPER SELF DRILLING NAILS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.		
				PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.		
				EXHIBIT 3		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE 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.		

RECEIVED

2010 JAN 26 A 10:26

PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	970-210-6170	1-19-10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
CFO	52-2379754		

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

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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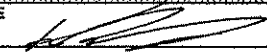
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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY 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>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE 			TELEPHONE 970-210-6170		DATE 1-19-10	
TITLE CFO		FEIN 52-2379754		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: 6610C014</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 X. 1-15-10</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
..... SIGNATURE Soil Nail Launcher, Inc. COMPANY1-19-10..... DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
CFO		970 210-6170		1-19-10		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
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01/12/2010				

BID OPENING DATE:

01/27/2010

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----WVDOH Purchasing Division-----						
RFQ. NO.:-----6610C014-----						
BID OPENING DATE:-----1-27-2010-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----970-858-8671-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): Kim Ruckman						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

970-210-6170

DATE

1-19-10

TITLE

CFO

FEIN

52-2379754

ADDRESS CHANGES TO BE NOTED ABOVE

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I. Purpose

The West Virginia Department of Transportation herein referred to as "WVDOT" is soliciting bids from interested firms to establish a contract to provide labor, equipment and supervision to provide "on-call" as needed services for slide repairs using the methods of Launched Soil Nails, Super Nails, or Super Self Drilling Nails as defined within these specifications. **These services will be provided in various locations throughout West Virginia.**

The Contract period shall be **one year from date of award** with (2), one year renewal options.

II. Questions regarding this invitation for Bid

Any questions regarding this invitation for bid shall be addressed to Kyle Stollings at 304 558-2901. The issuing office shall determine whether any addendum should be issued as a result of any questions or matters raised.

III. General

For the purpose of clarification, each firm receiving this Invitation for Bid is referred to as a "Bidder" and the Bidder awarded the contract to supply the services is referred to as a "Contractor". West Virginia Department of Transportation is referred to as "Department" or as "DOT", and "Representative" refers to the WVDOT Contract Administrator who will be administering the contract. This Request for Quotes states the instructions for submitting bids, the procedure and criteria by which a contract may be awarded, and the contractual terms which will exclusively govern the contract between WVDOT and the Contractor.

IV. Specifications/Contract Requirements

Work shall consist of the Contractor stabilizing identified slides by internally reinforcing the soil mass with reinforcing elements (nails) by using installation methods as specified in this contract. The stabilization of the slide area shall be constructed from the top of the slide down. WVDOT will identify locations and all work to be performed as specified herein, under the direction of WVDOT. The Contractor shall review all locations with WVDOT representative to determine method to be used.

The Contractor will provide all necessary engineering plans and details required to successfully repair slides as noted. Any necessary core drilling, rotary drilling, percussion drilling, auger drilling or driven casing required to produce plans are the responsibility of the Contractor. These plans shall be stamped by a Registered Professional Engineer, licensed in the State of West Virginia, who is knowledgeable in the design and implementation of slope stabilization with soil nails and related work. Changes or deviations from the approved submittals must be resubmitted for approval. No adjustments in project time will be allowed due to incomplete submittals. The plan submittal shall include at a minimum the following information.

1. A description of the soil nail construction sequence and a schedule for the work.
2. A description of the size and spacing of nails to be placed.
3. All necessary details to successfully construct any temporary facing and drainage system.

At the point of entry, the nail angle shall be within plus or minus 3 degrees of that shown on the approved plans. The nails shall not extend beyond the limits of the permanent easement or right of way. Subsidence or physical damage by such operations shall be cause for immediate cessation of operations and repairs the Contractor's expense.

The Contractor shall comply with AASHTO Specifications, or accepted industry standards for any specific items not addressed herein or elsewhere in the Contract Documents. WVDOT will provide all permits, traffic control, guardrail, public notification, clearing of the site, environmental controls and obtain access to adjacent property as needed.

Materials Specifications:

A. Launched Soil Nails. Furnish Launched Galvanized Soil Nails that are hollow steel tubes that have been hot dip galvanized. The Nails shall have a wall thickness of 0.120 inches, nominal outside diameter of 1.5 inches. The strength of the tube shall be 36ksi. Do not reuse excess cutoffs from previously driven nails.

A-1 Super Nails: Furnish Super Nails that are a three stage construction including installation of an Outer Tube of 36ksi steel that is nominally 1.5 inches in outside diameter, install neat cement grout so that the inside and outside of the Outer Tube is completely encased and immediately install a #6, 60ksi reinforcing bar in the Inner Bar.

A-2 Super Self Drilling Nails: Furnish Super Self Drilling Nails that are a two stage construction including installation of a Self Drilling 36ksi steel rod and installation of neat cement grout so that the inside and outside of the rod is completely filled/encased.

B. Shotcrete: Furnish shotcrete complying with the requirements of ACI 506.2, "Specifications for Materials, Proportioning and Application fo Shotcrete", except as otherwise specified. Shotcreting consists applying of one or more layers of concrete conveyed through a hose pneumatically projected at a high velocity against a prepared surface.

Produce shotcrete by either a wet-mix or a dry-mix process. The wet-mix process consists of thoroughly mixing all the ingredients except accelerating admixtures, but including the mixing water, introducing the mixture into the delivery equipment and delivering it, by positive displacement, to the nozzle. Air jet the wet-mix shotcrete from the nozzle at high velocity onto the surface. The dry-mix process consists of producing shotcrete by delivering the dry ingredients conveyed pneumatically with the mixing water introduced at the nozzle. For additional descriptive information, refer to the American Concrete Institute ACI 506R "Guide to Shotcrete."

Use materials for shotcrete conforming to the following requirements:

Cement	WVDOH Standard Specifications Section 701.1.
Fine Aggregate	WVDOH Standard Specifications Section 702.1 (except for gradation).
Course Aggregate	WVDOH Standard Specifications Section 703.1 or 703.2.
Water Clean and Potable.	WVDOH Standard Specifications Section 715.7.
Chemical Admixtures Accelerator	Fluid type, applied at nozzle, meeting requirements of AASHTO M194/ASTM C494/ASTM C1141.
Water-reducer and Superplasticizer	AASHTO M194/ASTM C494 Type A, C, D, E, F, or G.
Retarders	AASHTO M194/ ASTM C494 Type B or D. Mineral Admixtures
Fly Ash	WVDOH Standard Specifications Section 707.4.1. Replacement up to 20% by weight of cement.
Silica Fume	WVDOH Standard Specifications Section 707.4.3. 85% minimum silicon dioxide solids content, not to exceed 8% by weight of cement.
Welded Wire Fabric	AASHTO M55/ASTM A185 or A497.
Prepackaged Shotcrete	ASTM C928.

Deliver, store, and handle materials to prevent contamination, segregation, corrosion or damage. Store liquid admixtures to prevent evaporation and freezing.

Obtain WVDOT approval for the proposed mix design and method of placement prior to beginning shotcrete placement.

Use aggregate for shotcrete meeting the strength and durability requirements of AASHTO, as applicable, and the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
1/2"	100
3/8"	90-100
No. 4	70-85
No. 8	50-70
No. 16	35-55
No. 30	20-35
No. 50	8-20
No. 100	2-10

Proportion the shotcrete to be pumpable with the concrete pump furnished for the work, with a cementing materials content of at least 24.3 pounds per cubic foot and water/cement ratio not greater than 0.55. Do not use admixtures unless approved by the Engineer. Thoroughly mix admixtures into the shotcrete at the rate specified by the manufacturer. Use only accelerators compatible with the cement used, non-corrosive to steel, and not promoting other detrimental effects such as cracking or excessive shrinkage. The maximum allowable chloride ion content of all ingredients is 0.10% when tested to AASHTO T260.

Air entrainment is not required for temporary shotcrete construction facings but shall be used in all exposed permanent shotcrete.

Provide shotcrete with a minimum design compressive strength of 2000 psi in 3 days and 4000 psi in 28 days when tested in accordance with ASTM C1140 and ASTM C42.

Batch aggregate and cement by weight or by volume in accordance with the requirements of ASTM C94 or AASHTO M241/ASTM C685. Use mixing equipment that thoroughly blends the materials in sufficient quantity to maintain placing continuity. Produce ready mix shotcrete complying with AASHTO M157. Batch, deliver, and place shotcrete within 90 minutes of mixing. The use of retarding admixtures may extend application time beyond 90 minutes if approved by the Engineer.

Premixed and packaged shotcrete mix may be provided for on-site mixing. Use packages containing materials conforming to the Materials section of this Appendix. Placing time limit after mixing is per the manufacturers' recommendations.

When required to meet the drawings and plans the Contractor may be required to provide a 24 inch Extra Shoulder Build Up which is shotcrete formed above the wall at the road level.

C. Eliminating Water Build-up behind the Shotcrete Wall. Use 4 inch Strip Drains full width of shotcrete (downslope) at a maximum of six foot centers. Strip drain shall be from one of sources in the WVDOT approved list of Wall Drain Systems and shall be fully encased in filter media. Drains shall extend beyond the face of the Shotcrete at the downhill face.

D. Concrete Masonry Units. When conditions warrant furnish with authorized purchase order required split face Concrete Masonry Units meeting ASTM C-90 criteria to construct necessary Geosynthetically Confined Soil (GCS) walls to be installed by WVDOT forces following methods and designs as shown on plans.

E. Geosynthetic. When Conditions warrant, furnish with authorized purchase order, the required amount of woven polypropylene sheet with a wide width tensile capacity of nominally 175 pounds per inch for Geosynthetically Confined Soil walls to be installed by WVDOT forces following methods and designs as shown on plans.

F. Mesh

1. High Tensile Diamond Mesh

Wire diameter: 3.0mm

Wire Coating: Zinc coated by the Zn/Al process (minimum Zinc Coating 250 g/m²)

Tensile strength of wire: 1770 N/mm²

2. High Capacity Double-Twist Hexagonal Mesh

Manufactured in accordance with ASTM A975.97

Wire diameter: 0.120 inches

Wire Coating: Hot dip galvanized, finish 5, class 3, zinc coating (ASTM A-641, tested in accordance with ASTM A370-92)

Tensile strength of wire: Soft temper in accordance with ASTM A641-92

Weight of zinc coating of wire: Determined by ASTM A-90 (normally 0.85 oz/sf)

Grade of zinc coating: High grade or special high grade in accordance with ASTM 8-6, Table 1

Uniformity of coating: Determined by ASTM A-239

Elongation: not less than 12% in accordance with ASTM A370-92

Galvanized Steel Plates

Dimension: 8 inch by 8 inch by 3/8th inch (or equivalent area/thickness/capacity)

Material: 36 ksi mild steel meeting the requirements of ASTM A36 or higher

Galvanization: Hot dip Zinc Galvanized

Method of Delivery

A. Delivery: The Contractor shall provide services requested under this contract only upon receiving of approved purchase orders from requesting Districts. There shall be a 25 nail minimum per site, unless otherwise grouped with additional nearby sites as ordered and agreed upon by both WVDOT and the Contractor.

Response time by the Contractor shall be 14 days to all orders placed against this contract.

B. Soil Nails: Furnish Launched Galvanized Soil Nails, and equipment and incidentals necessary to complete work. Insert Launched Nails with a single stroke at initial

velocities in excess of 200 miles per hour. Inserted length and spacing will be determined based upon the Engineering Plans submitted for the area. Do not have more than 4 inches of Soil Nail exposed after driving unless approved by WVDOT. Cut off the exposed portion of installed nails for inclusion into shotcrete of flush to ground in the case of no shotcrete work when not required by plans. Dispose of the cut-off portions of the soil nails off the right of way at sites obtained by the Contractor, at no additional cost to WVDOT; do not reuse remaining lengths from cut nails for Soil Nails. If required, lagging and backfill will be provided by WVDOT.

- C. **Super Nails:** Super Nails will be constructed by drilling a hole to a prescribed depth at the prescribed location as shown on the plans, inserting a 1.5 inch outside diameter steel pipe (Outer Tube) fully encasing the inside and outside the Outer Tube with grout (neat cement) and immediately inserting an epoxy coated #6 reinforcing rebar as the Inner Bar.
- D. **Self Drilling Nails:** Self Drilling Nails will be constructed at the prescribed locations as shown on the plans, by drilling a hole to a prescribed depth as the prescribed location utilizing a self drilling rod full depth, filling the hole with grout (neat cement) either after the drilling is completed or as the drilling proceeds, depending on soil conditions.
- E. **Shotcrete:** Construct shotcrete with a nominal thickness of 4" with either welded wire fabric or triple twisted galvanized wire mesh approximately 2" from the ground surface. The following information shall be submitted to WVDOT for review and approval prior to the actual work.
 - 1. All nozzle men shall be fully qualified by the Contractor. Contractor shall be fully responsible for training, operation, and results of all work performed by all nozzle men.
 - 2. Proposed methods of shotcrete placement and of controlling and maintaining facing alignment and location and shotcrete thickness.
 - 3. Shotcrete mix design performed by a Certified ACI Level II Technician including:
 - a. Type of Portland cement.
 - b. Aggregate source and gradation.
 - c. Proportions of mix by weight and water-cement ratio.
 - d. Proposed admixtures, manufacturer, dosage, technical literature.
 - 4. Previous strength test results for the proposed shotcrete mix completed within one year of the start of shotcreting may be submitted for initial verification of the required compressive strengths at start of production work. If the submitted test results meet the Contact Administrators approval then further testing will not be required. If results do not meet approval, then testing must take place per the Road and Bridge specifications for testing.

WVDOT will accept or reject the Contractors submittals within 10 calendar days after receipt of a complete submission. Do not begin shotcrete construction or incorporate materials into the work until the submittal requirements are satisfied and accepted by WVDOT. Re-submit

changes or deviations from the accepted submittals. No adjustments in contract time or compensation will be allowed due to incomplete submittals.

Ensure the minimum thickness of shotcrete by field measurements.

Clean the face of the excavation and other surfaces to be shotcreted of loose materials, mud, rebound, overspray or other foreign matter that could prevent or reduce shotcrete bond. Protect adjacent surfaces from overspray during shooting. Avoid loosening, cracking, or shattering the ground during excavation and cleaning. Remove any surface material that is so loosened or damaged, to a sufficient depth to provide a base that is suitable to receive the shotcrete. Remove material that loosens as the shotcrete is applied. The cost of additional shotcrete is incidental to the work. Divert water flow and remove standing water so that shotcrete placement will not be detrimentally affected by standing water. Do not place shotcrete on frozen surfaces.

Maintain a clean, dry, oil-free supply of compressed air sufficient for maintaining adequate nozzle velocity at all times. Use equipment capable of delivering the premixed material accurately, uniformly, and continuously through the delivery hose. Control shotcrete application thickness, nozzle technique, air pressure, and rate of shotcrete placement to prevent sagging or sloughing of freshly-applied shotcrete.

Begin shotcrete work only after receiving approval of the design mix and continue if the specified strengths are obtained. Contractor is to provide all work required to obtain satisfactory strength tests at no additional cost to WVDOT.

Apply the shotcrete from the lower part of the area upward to prevent accumulation of rebound. Orient nozzle at a distance and approximately perpendicular to the working face so that rebound will be minimal and compaction will be maximized. Pay special attention to encapsulating reinforcement. Do not work rebound back into the construction. Where shotcrete is used to complete the top ungrouted zone of the nail drill hole near the face, position the nozzle into the mouth of the drillhole to completely fill the void.

A clearly defined pattern of continuous horizontal or vertical ridges or depressions at the reinforcing elements after they are covered with shotcrete will be considered an indication of insufficient reinforcement cover or poor nozzle techniques. In this case immediately suspend the application of shotcrete and implement corrective measures before resuming the shotcrete operations. Correct the shotcreting procedure by adjusting the nozzle distance and orientation, by insuring adequate cover over the reinforcement, by adjusting the water content of the shotcrete mix or other means.

Repair shotcrete surface defects as soon possible after placement. Remove and replace shotcrete that exhibits segregation, honeycombing, lamination, voids, or sand pockets. In-place shotcrete not meeting the specified strength requirement will be subject to remediation. Possible remediation options include placement of additional shotcrete thickness or removal and replacement, at no additional cost to WVDOT.

Provide a minimum reinforcement overlap at reinforcement splice joints as per industry standards. Clean and wet the surface of a joint before adjacent shotcrete is applied. Where shotcrete is used to complete the top ungrouted zone of the nail drill hole near the face, to the maximum extent practical, clean and dampen the upper grout surface to receive shotcrete, similar to a construction joint.

Use either an undisturbed gun finish as applied from the nozzle or a rough screeded finish.

Do not install shotcrete if the ground is frozen. Maintain cold weather protection if the temperature after placement is below 32°F until the in-place compressive strength of the shotcrete is greater than 725 psi. Cold weather protection may require blankets, heating under tents, or other means acceptable to the WVDOT. Deposit the shotcrete mix at a temperature of not less than 32°F or more than 100°F.

Suspend shotcrete application during high winds and heavy rains unless suitable protective covers, enclosures or wind breaks are installed. Remove and replace newly placed shotcrete exposed to rain that washes out cement or otherwise makes the shotcrete unacceptable. Provide a polyethylene film or equivalent to protect the work from exposure to adverse weather.

The Contractor shall be responsible for meeting all federal, state, and local safety code requirements to include OSHA and WV OSHA requirements.

- F. Eliminating Water Build-up behind the Shotcrete Wall.** Use 4 inch Strip Drains full width of shotcrete (downslope) at six foot centers. Strip drain shall be from one of sources in the WVDOT approved list of Wall Drain Systems and shall be fully encased in filter media. Drains shall extend beyond the face of the Shotcrete at the downhill face. Ensure that bottom ends are open and free of shotcrete.
- G. Delay.** If the contractor is unable to deliver material(s) or services in accordance with this contract for a specific period of time, for reasons other than weather or temperatures, immediately notify the District Maintenance Engineer(s) of each district with an uncompleted order, in writing, that material(s) or services cannot be furnished. Specify the inclusive dates of this period and the reason for delay. Failure to comply with this provision may result in cancellation of the Contract.
- H. Mobilization/Demobilization.** Perform all work and operations necessary to load and unload equipment, move personnel, supplies, and incidentals to and from the project site to accomplish all other miscellaneous associated work items or operations that must be performed, including cost that must be incurred, to begin work on the project and acceptable completion of construction operations on the project. If equipment can be transported under its own power to an adjacent site within a reasonable distance as agreed upon by WVDOT and the Contractor mobilization/demobilization will not be paid by WVDOT for the second site.

EQUIPMENT AND CREW

The equipment offered by bidders shall be suitable for the intended purpose and shall meet all West Virginia regulations.

All Crew persons shall possess the knowledge, skills, and abilities to perform all aspects of operation of the equipment and to follow the practices and methods of roadway maintenance and construction used by WVDOT. The Contractors staff shall have a supervising engineer with at least 3 years of experience in slide stabilization procedures. The operators shall also be capable of completion of the assigned work.

Equipment operators and foreman shall have a minimum of 2 years experience installing soil nails with the Contractors organization. Submit documentation showing that project personnel have appropriate qualifications. Changes to previously approved personnel must be approved in writing.

Any individual applying shotcrete must be certified as an ACI Shotcrete Nozzlemen by the American Concrete Institute as outlined in ACI Certification Publication CP-60.

The contractor's operators shall not create any hazardous condition with the operation of the equipment. All personnel shall at all time wear approved protective clothing, safety vests, and any other equipment required to meet OSHA and WVOSHA standards. They will obey all traffic and safety rules and regulations.

SOIL NAIL SAMPLING AND TESTING

Acceptance of the Soil Nails will be by Contractor's certification to WVDOT stating the material composition and installation conforms to these specifications, combined with visual inspection of the in place Soil Nails and Shotcrete by WVDOT. WVDOT reserves the right to require testing by the Contractor. Any requested testing of soil nails will follow these procedures.

- (a) Equipment: A dial gauge capable of measuring to 25.4 μ m (0.001 inch) shall be used to measure movement. A hydraulic jack and gauge calibrated as a unit shall be used to apply the test load. The pressure gauge shall be graduated in 690 kPA (100psi) increments or less and used to measure the applied load. The test loads shall be applied incrementally.
- (b) Pullout testing: Install 1 nail per horizontal row but no more than 3 percent of the total number of nails as non-service nails and load test to pullout failure. Pullout failure is defined as movement in excess of 1 mm (0.04 inch) between the 1-minute and 10 minute reading or 2 mm (0.08 inch) per log cycle of time over a minimum load hold period of 60 minutes. The test nails shall be installed and tested as each level at a rate consistent with construction operations. The test length of nail shall be chosen to cause pullout failure to steel yield, but it shall not be less than 2.4 m (8 ft.) or 2.1 m (7 ft.) where

construction boundaries shown on the contract plans do not allow 2.4 m (8 ft.) nails. A minimum ungrouted zone of 1 m (3 ft.) in length to the face shall be provided.

Each test soil nail using the drilling method shall be grouted in place as part of a regular production grouting process. After grouting, the nail shall not be loaded for a minimum of 3 days. Reaction frames should not bear on the shotcrete face with a 1 m (3 ft.) radius of the center of the drilled hole.

The pullout test shall be made by incrementally loading the nail. The nail movement shall be measured and recorded to the nearest 25.4 μ m (0.001 inch) with respect to the independent fixed reference point at each increment load. The test shall be monitored with a pressure gauge. The load hold period shall start as soon as the test load is applied. Movement shall be recorded at 0, 1, 2, 3, 4, 5, 6 and 10 minutes. If the load is extended, the nail movement shall be recorded at 15, 25, 30, 45 and 60 minutes. Each increment of load shall be no greater than 25 percent of the design load of the nail tested. The loading shall be terminated at failure earlier at the option of the Contractor if at least twice the design unit bond stress is demonstrated.

- (c) Acceptance criteria: The nail deemed acceptable if the unit bond stress at a failure load or test termination is equal to or greater than twice the design unit bond stress. Unacceptable test results shall result in modifications to design or construction procedures. Any modifications of design or construction procedures shall be at the Contractor's expense, and the verification testing procedure shall be repeated as required by WVDOT. Graphs shall be plotted during the test of deflection against load.

Acceptance of shotcrete will be by visual inspection by the Contract Administrator of the work.

Materials found not in compliance with the requirements of this Contract may be rejected, removed and replaced at the Contractor's expense.

MANNER OF CONDUCTING WORK AT THE JOB SITE

1. **SATISFACTION:** All work shall be performed according to WVDOT specifications and completed to the satisfaction of the WVDOT Contract Administrator.
2. **COMMUNICATION:** Each crew shall have at least one crewmember that communicates in English (both orally and in writing) and comprehends the English language.

This crewmember shall communicate instructions to other crewmembers or coordinate this communication. The English used by this person must be understood by WVDOT personnel.

3. **CONTRACTOR'S CONDUCT:** The Contractor shall be responsible for the conduct of all personnel while at the work site.

4. **CONTRACTOR'S PERSONNEL:** The Contractor's personnel shall be at all times serve the traveling public landowners and citizens throughout the Districts in a courteous and respectful manner. The Contractor's personnel shall refer all public questions concerning work planned, performed or promised to the Contract Administrator.
5. **BEHAVIOR:** Behaviors displayed by contractor's employees, such as catcalling, whistling, leering, and other similar gestures will not be tolerated. Anyone exhibiting such behavior will be barred from the work site permanently. Repeated incidents may be grounds for termination of the purchase order at the discretion of WVDOT.
6. **APPEARANCE:** Any person working under this contract shall be neat in appearance at all times. Proper dress shall include long pants (slacks) and shirts or blouses with sleeves (short or long and buttoned if required). Clothing should be appropriate for weather conditions.
7. **SIGNS OR ADVERTISEMENTS:** No signs or advertisements shall be posted on WVDOT's property without prior written approval by the Contract Administrator.

SAFETY REFERENCES

- 1.) All work performed and materials used, unless otherwise noted in the bid documents, shall conform to the current WVDOT Road and Bridge Specifications.
- 2.) All personnel shall at all times wear approved protective clothing, safety vests, and any other equipment required to meet OSHA and WVOSHA standards. They will obey all traffic and safety rules and regulations and shall not create any hazardous conditions within their operation.
- 3.) All Contractor supplied equipment, tools, and personal safety equipment shall meet or exceed the safety standards specified for such items by the American National Standards Institute Manual (ANSI Z133.1-1994).
- 4.) The operator(s) shall at all time wear approved clothing to include hard hat and safety vest. The operator shall obey all safety rules and regulations and not create any hazardous conditions with his equipment.

TRAFFIC CONTROL

WVDOT will be responsible for all traffic control for services performed under this contract.

AUTHORIZED WORK HOURS

- 1.) **STARTING TIMES AND SCHEDULES:** Work will be assigned on an as-needed basis, as determined by the WVDOT Representative. Starting times and scheduled hours may vary and will be at the discretion of the WVDOT Contract Administrator. Contractor shall report to the work site within five (5) days after notification, unless otherwise mutually agreed to. All work performed under this contract shall be performed Monday through

Friday. Saturday work may be performed if approved in advance by the WVDOT representative.

- 2.) **STATE HOLIDAYS:** Work will not be performed any state or federal holidays. If holidays occur on a Sunday, the following Monday shall be considered the holiday. Work will not be permitted from 12:00 noon the day before a holiday and will not be permitted again until the day after a holiday. When a holiday falls on a Monday, work will not be permitted after 12:00 noon the preceding Friday and when a holiday falls on a Friday, work will not be permitted until the following Monday, unless otherwise approved by the Contract Administrator.

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 various counties pursuant, to West Virginia Code §21-5A, ET SEQ.

WORKER'S COMPENSATION

Vendor is required to provide a certificate from Worker's Compensation if successful.

INSURANCE

Successful Vendor shall furnish proof of coverage of commercial General Liability Insurance prior to issuance of a contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is \$250,000.

METHOD OF MEASUREMENT AND PAYMENT

- A. **Launched Soil Nails.** WVDOT will measure Launched Galvanized Soil Nails in individual units. Nails will be measured as Launched Galvanized Soil Nails up to 20 feet. WVDOT will not make payment for materials on site and not installed. Upon receipt of proper invoices, WVDOT will pay for the materials delivered and installed and accepted at the Contractors unit price per Launched Galvanized Soil Nail. WVDOT will not make payment for materials on site and not installed. Payment at the Contract unit price each shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place required Nails.
- B. **Super Nails & Self Drilling Nails.** WVDOT will measure Super Nails & Self Drilling Nails in seven units of measure. They will be measured up to 20 feet, up to 30 feet and up to 40 feet, up to 50 feet in length, up to 60 feet in length, up to 70 feet in length and up to 80 feet in length. WVDOT will not make payment for materials on site and not installed. Upon receipt of proper invoices, WVDOT will pay for the materials delivered and installed and accepted at the Contractors unit price per Super Nail or Self Drilling Nails. WVDOT will not make payment for materials on site and not installed. Payment at

the Contract unit price each shall be full compensation for all labor, materials, equipment, and incidentals to furnish and place required Nails.

- C. Shotcrete.** WVDOT will measure Shotcrete in Square Feet. Upon receipt of proper invoices, WVDOT will pay for the materials delivered and installed and accepted at the Contractors unit price per square feet. WVDOT will not make payment for partial deliveries. WVDOT will not make payment for materials on site and not installed. Payment at the Contract unit price per square foot shall be full compensation for all labor, materials, equipment, drains, reinforcing steel, shotcrete, all incidentals, to furnish and place shotcrete around the soil nail, including but not limited to any preparatory trimming and cleaning of soil/rock surfaces and shotcrete cold joints in preparation for receiving new shotcrete.
- D. Mobilization/Demobilization.** For each delivery order, WVDOT will measure Mobilization/ Demobilization as one lump sum, upon completion of all other work on a delivery order and receipt of proper invoices. WVDOT will pay for Mobilization/Demobilization at the Vendor's lump sum unit price. Payment at the lump sum price bid shall be full compensation for all materials, labor, equipment, and incidentals: to move personnel, equipment, supplies, and incidentals to and from the project site. If equipment can be transported under its own power to an adjacent site within a reasonable distance as agreed upon by WVDOT and the Contractor, mobilization/demobilization will not be paid by WVDOT for the second site.
- E. Wire Mesh Surface Treatment.** WVDOT will measure wire mesh surface treatment in square feet properly installed and tensioned to the slope by welding or bolting steel plates with central holes over protruding soil nail tips.

Vendor should type contract.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
1				Maintenance and Repair, Highway	550. ^e	

Furnish and install Launched Soil Nails up to 20 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
2				Maintenance and Repair, Highway	575. ^e	

Furnish and install Super Nails up to 20 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
3				Maintenance and Repair, Highway	750. ^e	

Furnish and install Super Nails up to 30 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
4				Maintenance and Repair, Highway	950. ^e	

Furnish and install Super Nails up to 40 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
5				Maintenance and Repair, Highway	1150. ^e	

Furnish and install Super Nails up to 50 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
6				Maintenance and Repair, Highway	1350. ⁰⁰	

Furnish and install Super Nails up to 60 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
7				Maintenance and Repair, Highway	1550. ⁰⁰	

Furnish and install Super Nails up to 70 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
8				Maintenance and Repair, Highway	1750. ⁰⁰	

Furnish and install Super Nails up to 80 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
9				Maintenance and Repair, Highway	700. ⁰⁰	

Furnish and install Self Drilling Nails up to 20 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
10				Maintenance and Repair, Highway	1,000. ⁰⁰	

Furnish and install Self Drilling Nails up to 30 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
11				Maintenance and Repair, Highway	1400. ⁰⁰	

Furnish and install Self Drilling Nails up to 40 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
12				Maintenance and Repair, Highway	1960. ⁰⁰	

Furnish and install Self Drilling Nails up to 50 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
13				Maintenance and Repair, Highway	2745. ⁰⁰	

Furnish and install Self Drilling Nails up to 60 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
14				Maintenance and Repair, Highway	3100. ⁰⁰	

Furnish and install Self Drilling Nails up to 70 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
15				Maintenance and Repair, Highway	3300. ⁰⁰	

Furnish and install Self Drilling Nails up to 80 feet in length in accordance to the specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
16				Maintenance and Repair, Highway	30. ⁰⁰	

Furnish and install Shotcrete in accordance with specifications of the solicitation.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
17				Blocks, Concrete, Retaining Wall	3. ⁰⁰	

Provide Concrete Masonry Units in accordance with the specifications of the contract.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
18				Fabric, Erosion Control	.30	

Provide Geosynthetic Fabric in accordance with specifications of the contract.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
19				Mobilization Maintenance and Repair, Highway	5000. ⁰⁰	

Mobilization/Demobilization in accordance with specifications of the contract.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
20				Shotcrete Services, Per DOT Spec.	200. ⁰⁰	

Extra Shoulder build-up of shotcrete per specifications.

LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
21				Wire Mesh Surface Treatment	12.50	

Wire Mesh Surface Treatment (includes plates).



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

Request for Quotation

RFQ NUMBER

6610C014

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

Soil Nail Launcher, Inc.
955 Malachite Dr
Fruita, CO 81521

DIVISION OF HIGHWAYS

VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
01/15/2010						
BID OPENING DATE: 01/27/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
PAGE 6, ITEM II						
"QUESTIONS REGARDING THIS INVITATION FOR BID"						
CHANGED TO READ:						
ANY QUESTIONS REGARDING THIS INVITATION SHALL BE ADDRESSED TO MICHAEL AUSTIN AT 304-558-2402. THE WEST VIRGINIA PURCHASING DIVISION SHALL DETERMINE WHETHER ANY ADDENDUM SHOULD BE ISSUED AS A RESULT OF ANY QUESTIONS OR MATTERS RAISED.						
NO OTHER CHANGES.						
0001	1	RA		750-07		
SLIDE REPAIR						
***** THIS IS THE END OF RFQ 6610C014 ***** TOTAL:						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
		970-210-6170		1-19-10		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
CFO		52-2379754				

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

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130.
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATUREVendor's Name: Soil Nail Launcher, Inc.Authorized Signature: [Signature] Date: 1-19-10State of ColoradoCounty of Mesa, to-wit:Taken, subscribed, and sworn to before me this 19 day of January, 2010.My Commission expires 6-11, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC

Brooke Bray