



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

Solicitation

NUMBER
6613C020

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
02/06/2013

BID OPENING DATE: 03/13/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		750-07		
SLIDE REPAIR REQUEST FOR QUOTATION OPEN-END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR ON-CALL/AS NEEDED SERVICES FOR SLIDE REPAIR USING THE METHODS OF LAUNCHED SOIL NAILS, PERMANENTLY CASED SOIL NAILS OR SELF-DRILLING SOIL NAILS PER THE ATTACHED SPECIFICATIONS. ***** THIS IS THE END OF RFQ 6613C020 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

WV Purchasing Division
 2019 Washington Street, East
 Charleston, WV 25305

02/28/13 - 11:00 A.M.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 03/04/2013

Submit Questions to:

Alan Cummings

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: | Technical
 | Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

03/13/2013 - 1:30 P.M.

Bid Opening Location:

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

 and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

| **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| **Commercial General Liability Insurance:** or more.

| **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

| | **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

n/a	for	n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and 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.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:

Contractor's License No.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide labor, equipment and supervision to provide “on-call” as needed services for Slide Repair using the methods of Launched Soil Nails, Permanently Cased Soil Nails or Self Drilling Soil Nails.

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

WVDOH will provide all permits, traffic control, guardrail, public notification, clearing of the site, environmental controls and obtain access to adjacent property as needed.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “**Contract Item**” or “**Contract Items**” means the list of items identified in Section 3.2 below.
- 2.2 “**Pricing Pages**” means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A used to evaluate the RFQ.
- 2.3 “**RFQ**” means the official request for quotation published by the Purchasing Division and identified as 6613C020.
- 2.4 “**WVDOH**” used throughout this RFQ means the West Virginia Division of Highways.
- 2.5 “**ACI**” used throughout this RFQ means the American Concrete Institute. Reference: www.concrete.org.
- 2.6 “**AASHTO**” used throughout this RFQ means American Association of State Highway and Transportation Officials. Reference: www.transportation.org.
- 2.7 “**ASTM**” used throughout this RFQ means American Society for Testing and Materials. Reference: www.astm.org.

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- 2.8 “ANSI” used throughout this RFQ means American National Standards Institute Manual. Reference: www.ansi.org.
- 2.9 “PVC” used throughout this RFQ means Polyvinyl Chloride Plastic Pipe.
- 2.10 “Contractor” or “Vendor” used throughout this RFQ and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications, the January 1, 2012 Supplemental Specifications and the January 1, 2013 Supplemental Specifications are interchangeable.

3. GENERAL REQUIREMENTS:

- 3.1 **Specifications:** The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications, the January 1, 2012 Supplemental Specifications and the January 1, 2013 Supplemental Specifications, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

A copy of these Standard Specifications and Supplements may be obtained from:
West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

- 3.2 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items for one or more of the Methods listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2.1 Launched Soil Nails:

Vendor shall furnish equipment, all incidentals and Launched Galvanized Soil Nails that are hollow steel tubes that have been hot dip galvanized. The Launched Soil 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. When applicable, provide perforated tubes that can serve as both horizontal drains and as tensile elements. The excess cutoffs from previously launched nails are not acceptable.

Launched Soil Nails shall be inserted with a single stroke of velocity in excess of 200 miles per hour. The inserted length and spacing will be determined based upon the WVDOH District Engineer's approved engineering plans. More than 4 inches of exposed Soil Nails after launching is unacceptable unless first approved by the WVDOH District Engineer. Exposed portion of installed nails must be cut for inclusion into shotcrete or flush to ground in the case of no shotcrete work when not required by the engineering plans. Disposal of the cut-off portions of the Soil Nails from the right-of-way is the responsibility of the Contractor at no additional cost to the WVDOH. If required, lagging and backfill will be provided by the WVDOH. Vendor shall provide pricing for one size, 20 feet length, of Launched Soil Nails.

3.2.2 Permanently Cased Soil Nails:

Vendor shall furnish Permanently Cased Soil Nails that are a three-stage construction including installation of: 1) an outer tube (minimum 1.5 inch outside diameter, minimum 0.120 inch wall thickness hot-dipped galvanized 36 ksi steel tube that is mechanically deformed, threaded or specially galvanized through a dressing process to produce a plurality of surficial asperities); 2) neat cement grout that completely fills the outer tube; and 3) an inner bar consisting of epoxy coated, #6 (or greater) grade 60 or grade 75 rebar or thread bar, depending on the final design load. When applicable, provide perforated tubes that can be pressure grouted. Vendor shall provide pricing for seven different lengths of Permanently Cased Soil Nails.

3.2.3 Self Drilling Soil Nails:

Vendor shall furnish Self Drilling Soil Nails that consist of a hollow bar with a sacrificial drill bit. Multiple bars may be coupled to produce final length. Bar outer diameters shall be a minimum of 1.5 inches and maximum 3 inches depending on design load. Vendor shall provide pricing for seven different lengths of Self Drilling Soil Nails.

3.2.4 Shotcrete:

Shotcreting shall consist of applying one or more layers of concrete conveyed through a hose pneumatically projected at a high velocity against a prepared surface with a nominal thickness of 6 inches with either welded wire fabric or triple twisted galvanized wire mesh approximately 2 inches from ground surface. Vendor shall furnish shotcrete complying with the requirement of ACI 506.2, except as otherwise specified below.

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3.2.4.1 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 ACI 506R.

Materials for shotcrete shall conform 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.

Rebar Mat: Shall be included with the Shotcrete and shall conform to WVDOH Standard Specifications Sections 709.1 and 709.4.

Prepackaged Shotcrete: ASTM C928

Vendor shall deliver, store and handle materials to prevent contamination, segregation, corrosion or damage. Vendor shall store liquid admixtures to prevent evaporation and freezing.

Aggregate to be used for the shotcrete must meet the strength and durability requirements of AASHTO, as applicable, and the following gradation requirements:

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<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

The proportion of the shotcrete must 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. Admixtures not approved by the WVDOH District Engineer are not acceptable.

Thoroughly mix admixtures into the shotcrete at the rate specified by the manufacturer. Use only accelerators compatible with the cement, non-corrosive 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.

Vendor shall 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.

The batch aggregate and cement by weight or by volume must be in accordance with the requirements of ASTM C94 or AASHTO M241/ASTM C685. The mixing equipment must thoroughly blend the materials in sufficient quantity to maintain placing continuity. Ready mix shotcrete must comply with AASHTO M157. The batch, delivery and placement of shotcrete must be within 90 minutes of mixing. The use of retarding admixtures may extend application time beyond 90 minutes if approved by the WVDOH District Engineer.

3.2.4.2 After award, *prior to each contracted project*, the vendor shall provide proposed mix design and method of placement of shotcrete, meeting all requirement of Section 3.2.4, to the WVDOH, Materials Controls, Soils and Testing Division for approval. Only after WVDOH approval shall the vendor proceed with shotcrete placement.

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<http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx>
West Virginia Division of Highways
Materials Control, Soils and Testing Division
190 Dry Branch Road
Charleston, West Virginia 25306
304-558-3160

Strength test results for proposed shotcrete mix completed within one year of the start of Shotcreting may be submitted for initial verification of the required compressive strengths at the start of production work.

3.2.4.3 The Contractor shall abide by the following shotcrete installation instructions. All installation shall be handled by the Contractor unless otherwise specified herewith.

Work shall only begin after receiving approval of the design mix and continue if the specified strengths are obtained. The Contractor is to provide all work required to obtain satisfactory strength tests at no additional cost to WVDOH.

The Contractor shall maintain the face of the excavation and other surfaces clean of loose materials, mud, rebound, overspray or other foreign matter that could prevent or reduce shotcrete bond. Any surface materials that is loosened or damaged, to a sufficient depth should be removed. Any material that loosens during application shall be removed. The adjacent surfaces shall be protected from overspray during shooting. During the excavation and cleaning process, the ground shall not be loosened, cracked or shattered. Water flow shall be diverted and standing water shall be removed so that shotcrete placement will not be affected.

The Contractor shall maintain a clean, dry, oil-free supply of compressed air sufficient for maintaining adequate nozzle velocity at all times. The equipment shall be capable of delivering the premixed material accurately, uniformly and continuously through the delivery hose. To prevent sagging or sloughing of freshly-applied shotcrete, control must be taken with the application thickness, nozzle technique, air pressure and rate of shotcrete placement.

The shotcrete shall be applied from the lower part of the area upward to prevent accumulation of rebound. The placement of the nozzle shall be at a distance and approximately perpendicular to the working face so that rebound will be minimal and compaction will be maximized. Rebound shall not be worked back into the construction. Where shotcrete is used to complete the top ungrouted zone of the nail drill-hole near the face, the

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nozzle shall be positioned into the mouth of the drill-hole to complete 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 as indication of insufficient reinforcement cover or poor nozzle techniques. In this case, immediately suspend the application of shotcrete and implement corrective measures. Correct the shotcreting procedure by adjusting the nozzle distance and orientation, insuring adequate cover over the reinforcement and adjusting the water content of the shotcrete mix or other means.

Any shotcrete surface defects shall be repaired after placement as soon as possible. Any shotcrete that exhibits segregation, honeycombing, lamination, void or sand pockets shall be removed and replaced. 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 the WVDOH.

A minimum reinforcement overlap shall be provided at reinforcement splice joints as per industry standards. The surface of a joint shall be cleaned and wet 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.

Shotcrete shall not be installed on frozen surfaces or ground. Cold weather protection shall be maintained 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 WVDOH. The shotcrete mix shall be deposited at a temperature of not less than 32°F or more than 100°F.

During high winds and heavy rains, unless suitable protective covers, enclosures or wind breaks are installed, shotcrete application shall be suspended. Any newly placed shotcrete that has been exposed to rain making the shotcrete unacceptable shall be removed and replaced. A polyethylene film or equivalent shall be used to protect the work from exposure to adverse weather.

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3.2.5 Extra Shoulder Build-up of Shotcrete:

When required to meet the approved drawings and plans, the Contractor may be required to provide a 24 inch Extra Shoulder Build-up which is shotcrete formed outboard of the wall at the road level.

3.2.6 Concrete Masonry Units:

Split face Concrete Masonry Units are required to meet ASTM C-90 criteria to construct necessary Geosynthetically Confined Soil (GCS) walls. WVDOH forces, following methods and designs shown on plans, will perform installation.

3.2.7 Geosynthetic Fabric:

Geosynthetic Fabric is a woven polypropylene sheet with a wide width tensile capacity of nominally 175 pounds per inch for GCS walls. WVDOH forces, following methods and designs shown on plans, will perform installation.

3.2.8 Wire Mesh Surface Treatment:

WVDOH will approve the measurement of 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.

3.2.8.1 High Tensile Diamond Mesh meeting the following requirements:

Wire Diameter: 0.120 inches

Wire Coating: Zinc coated by the Zn/Al process (minimum Zinc Coating 0.80 oz/sf)

Tensile strength of wire: 75 ksi

3.2.8.2 High Capacity Double-Twist Hexagonal Mesh meeting the following requirements:

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.

3.2.9 Galvanized Steel Plates, including bolts:

Dimension: 8" x 8" x 3/8" or equivalent

Material: Minimum 36 ksi mild steel as required by ASTM A36 or greater

Galvanization: Hot dip Zinc Galvanized

3.2.10 Strip Drains:

To eliminate water build-up behind the shotcrete wall, the vendor shall use at a minimum, 4-inch strip drains that are full width of the shotcrete (downslope) at a maximum of 6-foot centers. Drains shall extend beyond the face of the shotcrete at the downhill face. Drains shall meet the requirements of Section 714.19 of the Standard Specifications. Vendor shall source HDPE manufacturers from the WVDOH Plastics Products approved list.

<http://www.transportation.wv.gov/highways/mcst/Pages/Listings.aspx>

3.2.11 Horizontal Drains:

Horizontal drains consist of 1.5 inch diameter (or larger) slotted schedule 80 (or thicker) PVC pipe conforming to the requirements of ASTM Designation: D 1785. These pipes are inserted into drilled holes to reduce water pressures within slide masses.

3.2.11.1 Slotted pipe shall have two rows of slots. The rows shall be in the longitudinal direction of the pipe and the slots shall be cut in the circumferential direction of the pipe. The rows shall be centered on two of the third points (120 degrees apart) of the pipe circumference. Each row of slots shall conform to one of the configurations in the following table. Slots shall be spaced uniformly along the pipe. The minimum opening will be measured on the inner surface of the pipe.

Number of Slots (± 3) Per Meter (3.0 feet)	Width of Slot Millimeters (inches)	Minimum Opening Per Meter (3 feet) Square Millimeters (in ²)
72	1.27 (0.05)	2110 (3.27)
75	0.51 (0.02)	975 (1.50)
151	0.25 (0.01)	975 (1.50)

3.2.11.2 Perforated pipe shall have three rows of perforations with one row on each side of the pipe and the third row in the top. The perforations shall be 10 mm (0.40 in) in diameter spaced at 75 mm (3.0 in) centers with the top perforations staggered in relation with the holes on either side. Fittings for the PVC pipe shall be Schedule 80 Type II PVC solvent weld type fittings conforming to the requirements in ASTM Designation: D 2467. Machined male and female ends may be used in lieu of couplings. Un-slotted or un-perforated PVC pipe, between 1 m (3.0 ft) to 9 m (29.5 ft) in length, shall be provided at the outlet of the drain.

3.2.12 Mobilization:

3.2.12.1 Standard Projects: The awarded Contractor must have at least three qualified crews readily available for deployment to work in multiple

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locations simultaneously. The vendor shall have 14 working days to 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 mobilize and begin work on a standard project.

3.2.12.2 Emergency Projects: The vendor shall have 48 hours or an agreed upon timeframe between the WVDOH and the Contractor to perform all work and operations necessary to mobilize and begin work on an emergency project including all of the same procedures as a standard project listed in Section 3.2.12.1.

If the equipment can be transported under its own power to an adjacent site within a reasonable distance, as agreed upon by the WVDOH and the Contractor, mobilization/demobilization will not be paid by the WVDOH for the second site.

- 3.3 Plans and Details:** The awarded Contractor will provide all necessary engineering plans and details required to successfully repair slides when requested, at the time of need by the WVDOH. 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, under the full-time employment of the Contractor, 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 WVDOH reserves the right to agree to an adjustment in project time when in the best interest to the State of WV. The plan submittal shall include at a minimum the following information:

3.3.1 A description of the soil nail construction sequence and a schedule for the work.

3.3.2 A description of the size and spacing of the nail to be placed.

3.3.3 All necessary details to successfully construct any temporary facing and drainage system.

3.3.4 The nail angle entry shall be within plus or minus 3 degrees from 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 at the Contractor's expense.

- 3.4 Contractor's Experience, Personnel and Equipment Requirements:**

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3.4.1 The Contractor and his personnel shall meet the following requirements and must provide the information requested on Exhibit B at the time of bidding. Exhibit B is provided at the end of these specifications and must be submitted with their bid. The awarded Contractor must have at least three qualified crews readily available for deployment to work in multiple locations simultaneously. A crew, at a minimum, shall consist of no less than one of each of those identified in sections 3.4.1.2 through 3.4.1.6.

3.4.1.1 Contractor shall have successfully engineered and constructed no less than nine projects, three projects of each nail type bid, within the last three years for which successfully stabilized an active landslide on an active, public roadway while maintaining traffic on the impacted roadway using the nail type bid: Launched Soil Nails, Permanently Cased Soil Nails and Self Drilling Soil Nails. All soil nail work must be self-performed to meet this requirement. On Exhibit B, the Contractor shall list the name of nine projects, three of each nail type bid and the dates of each project.

3.4.1.2 Supervisor Engineer shall be under full-time employment of the Contractor. The Supervisor Engineer must have successfully designed no less than nine projects, three projects of each nail type bid, within the last three years for which successfully stabilized an active landslide on an active, public roadway while maintaining traffic on the impacted roadway using the nail type bid: Launched Soil Nails, Permanently Cased Soil Nails and Self Drilling Soil Nails. All soil nail work must be self-performed to meet this requirement. On Exhibit B, the Contractor shall list at a minimum the name of one Supervisor Engineer, the name of nine projects of which he was the Supervisor Engineer, three of each nail type bid and the dates of each project.

3.4.1.3 Equipment Operators must have successfully operated rigs on no less than nine projects, three of each nail type bid, within the last three years for which successfully stabilized an active landslide on an active, public roadway while maintaining traffic on the impacted roadway using the nail type bid: Launched Soil Nails, Permanently Cased Soil Nails and Self Drilling Soil Nails. All soil nail work must be self-performed to meet this requirement. On Exhibit B, the Contractor shall list at a minimum the name of one Equipment Operator, the name of nine projects of which he was the Equipment Operator, three of each nail type bid and the dates of each project.

3.4.1.4 Foreman must have successfully managed on no less than three projects within the last three years, with this Contractor, which successfully stabilized an active landslide using soil nails on an active, public roadway while maintaining traffic on the impacted roadway. On Exhibit B, the Contractor shall list at a minimum one Foreman's name, the

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name of three projects of which he was the Foreman, nail type and the dates of each project.

3.4.1.5 Shotcrete Nozzlemen must have installed at least 10,000 square feet of shotcrete within the last three years in stabilizing an active landslide on an active, public roadway while maintaining traffic on the impacted roadway. The Nozzlemen or any worker applying shotcrete must be certified as an ACI Shotcrete Nozzleman by the ACI as outlined in ACI Certification Publication CP-60. The Contractor is fully responsible for training, operations and results of work performed by the Nozzleman. On Exhibit B, the Contractor shall list at a minimum one Nozzleman's name, the Nozzleman's ACI Certification Number and the number of square feet of shotcrete applied by this Nozzleman in the last three years including the dates of those installations.

3.4.1.6 In addition to those workers listed above, all other laborers and workers with this Contractor should possess the knowledge of installation of soil nails and general roadway maintenance.

3.4.1.7 The awarded Contractor must have at least three operational soil nail installation rigs available throughout the contract period and available for deployment, if in an emergency situation, within 48 hours to multiple locations simultaneously. Soil nail installation rigs must be capable of either installing launched soil nails or drilling a hole up to 80 feet in length and six inches in diameter.

3.4.2 Prior to the beginning of each project, the Contractor shall complete Exhibit C, which is provided at the end of these specifications, and submit to the WVDOH District Engineer. Exhibit C shall contain the Contractor's personnel information per project. Information submitted on Exhibit C may or may not be the same personnel information submitted on Exhibit B; however, before any worker can participate on a project, signed approval by the WVDOH District Engineer on Exhibit C is required.

3.4.3 The Contractor shall be responsible for the conduct of all of their personnel/workers while at the work site. The personnel/workers shall be courteous and respectful to the WVDOH personnel, traveling public, landowners and citizens. Any questions posed to the personnel/workers shall be referred to the WVDOH District Engineer. All personnel/workers working on WVDOH projects shall be able to communicate efficiently with the WVDOH in the English language. Personnel/workers under this contract shall be neat in appearance at all times. Proper dress shall include long pants, shirts and/or blouses with sleeves (short or long) and buttoned if applicable. Clothing should be applicable for the weather conditions.

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No signs or advertisement shall be posted on the WVDOH's property without prior written approval by the WVDOH District Engineer.

- 3.5 Safety Requirements:** The Contractor shall be responsible for meeting all federal, state and local safety code requirements including OSHA, WV OSHA and accepted industry standards requirements.

The Contractor's staff/crew shall obey all traffic and safety rules and regulations and shall not create any hazardous conditions with the operation of the equipment. All Contractor supplied equipment, tools and personal safety equipment shall meet or exceed the safety standards specified for such items by ANSI Z133.1-1994.

All staff/crew shall wear approved hard hat, protective clothing, ANSI approved safety vests and any other requirements to meet OSHA standards.

- 3.6 Soil Nail Sampling and Testing:** Acceptance of the Soil Nails will be by Contractor's certification to the WVDOH, stating that the material composition and installation conforms to these specifications, combined with visual inspection of the in-place Soil Nail and Shotcrete by the WVDOH District Engineer. The Contractor shall test one soil nail per site. The WVDOH reserves the right to require additional testing by the Contractor. Any requested testing of Soil Nails will follow these procedures:

3.6.1 Equipment: A dial gauge capable of measuring to 25.4 μ m (0.001 in) 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.

3.6.2 Pull-out testing: Install one nail as a non-service nail and load test to pull-out failure. Pull-out failure is defined as movement in excess of 1 mm (0.04 in) between the 1-minute and 10-minute reading of 2 mm (0.08 in) 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 pull-out 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 three days. Reaction frames should not

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bear on the shotcrete face within a 1 m (3 ft) radius of the center of the drilled hole.

The pull-out 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 in) 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% of the design load of the nail tested. The loading shall be terminated either at failure or earlier at the option of the Contractor, if at least twice the design unit bond stress is demonstrated.

- 3.6.3 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 the WVDOH. Graphs shall be plotted during the test of deflection against load.

Acceptance of the shotcrete will be by visual inspection by the WVDOH District Engineer. Materials found not in compliance with the requirements of this contract may be rejected, removed and replaced at the Contractor's expense.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on Exhibit A, Pricing Pages.
- 4.2 Pricing Pages:** Vendor shall complete the Pricing Pages by providing a Unit price per item. Vendor shall complete this Pricing Page in its entirety as failure to do so may result in the Vendor's bid being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. Vendors are strongly cautioned that the

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approximate quantity on the Pricing Pages is for evaluation purposes only. Actual quantities will be provided to the awarded vendor on an Agency Release at the time of need. No future use of the Contract or any individual item is guaranteed or implied.

Each unit price shall include any labor, equipment, materials and incidental costs associated with the Contract Item being bid.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:
alan.w.cummings@wv.gov.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

WVDOH will pay for materials delivered and installed. WVDOH will not make payment for partial deliveries or for materials on site and not installed.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders no later than 14 working days or an agreed upon acceptable date by the WVDOH and Vendor, after Vendor's receipt of an Agency Release order. There shall be a minimum aggregate order quantity of 25 nails per job site, unless otherwise grouped with additional nearby sites as placed on the Agency Release and agreed upon by the WVDOH and the Contractor. Vendor shall deliver emergency orders within 48

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hours or an agreed upon acceptable date by the WVDOH and the Vendor, after an Agency Release is received by the Vendor.

Starting times and scheduled hours may vary and will be at the discretion of the WVDOH District Engineer. All work performed under this contract shall be performed Monday through Friday. Saturday work may be performed if approved in advance by the WVDOH District Engineer. Work will not be performed on any state or federal holiday unless approved in advance by the WVDOH District Engineer.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing, immediately, if orders will be delayed for any reason. Vendor must specify the reason for delay and include the dates of delay. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced

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value of the returned items.

7. MISCELLANEOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a Contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

- 7.5 Mandatory Pre-Bid Meeting:** Any Vendor wishing to participate in the bid process for Contract Items included in this RFQ are required to attend the mandatory pre-bid meeting as described in Section 3 of the General Terms and Conditions.

Vendor should complete this Pricing Page by providing a Unit Price per each item. Vendor should complete this Pricing Page in its entirety as failure to do so may result in the Vendor's bid being disqualified.

PRICING SHALL BE CONSIDERED STATEWIDE.

Quantities listed on this Pricing Page are approximations only. 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. Award will be based on lowest overall total cost.

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Amount
1	25	Each	Launched Soil Nails up to 20 feet in length		
2			Permanently Cased Soil Nails:		
2a	100	Each	up to 20 feet in length		
2b	100	Each	up to 30 feet in length		
2c	100	Each	up to 40 feet in length		
2d	50	Each	up to 50 feet in length		
2e	50	Each	up to 60 feet in length		
2f	50	Each	up to 70 feet in length		
2g	50	Each	up to 80 feet in length		
3			Self Drilling Soil Nails:		
3a	100	Each	up to 20 feet in length		
3b	100	Each	up to 30 feet in length		
3c	100	Each	up to 40 feet in length		
3d	50	Each	up to 50 feet in length		
3e	50	Each	up to 60 feet in length		
3f	50	Each	up to 70 feet in length		
3g	50	Each	up to 80 feet in length		
4	100	Square Foot	Furnish and install Shotcrete		
5	50	Linear Foot	Extra Shoulder Build-up of Shotcrete		
6	500	Each	Concrete Masonry Units		
7	500	Square Foot	Geosynthetic Fabric		
8			Wire Mesh Surface Treatment		
8a	250	Square Foot	High Tensile Diamond Mesh		
8b	150	Square Foot	High Capacity Double-Twist Hexagonal Mesh		
9	100	Each	Galvanized Steel Plates		
10	10	Linear Foot	4 inch Strip Drain		
11			Horizontal Drains		
11a	10	Linear Foot	Slotted Pipe		
11b	10	Linear Foot	Perforated Pipe		
12			Mobilization/Demobilization		
12a	15	Lump Sum	Standard		
12b	10	Lump Sum	Emergency		
TOTAL AMOUNT BID					

Contractor's Experience and Personnel Requirements

Vendor shall provide the information below, as described in Section 3.4 of this contract. Exhibit B **must** be submitted with bid.

Contractor's Experience:	
Launched Soil Nails Projects:	
Project #1 Name:	
Project #1 Dates:	
Project #2 Name:	
Project #2 Dates:	
Project #3 Name:	
Project #3 Dates:	
Permanently Cased Soil Nails Projects:	
Project #1 Name:	
Project #1 Dates:	
Project #2 Name:	
Project #2 Dates:	
Project #3 Name:	
Project #3 Dates:	
Self Drilling Soil Nails Projects:	
Project #1 Name:	
Project #1 Dates:	
Project #2 Name:	
Project #2 Dates:	
Project #3 Name:	
Project #3 Dates:	

Contractor's Experience and Personnel Requirements

Vendor shall provide the information below, as described in Section 3.4 of this contract. Exhibit B **must** be submitted with bid.

Supervisor Engineer's Name:	
Engineer's Experience:	
Launched Soil Nails Projects:	
Project #1 Name:	
Project #1 Dates:	
Project #2 Name:	
Project #2 Dates:	
Project #3 Name:	
Project #3 Dates:	
Permanently Cased Soil Nails Projects:	
Project #1 Name:	
Project #1 Dates:	
Project #2 Name:	
Project #2 Dates:	
Project #3 Name:	
Project #3 Dates:	
Self Drilling Soil Nails Projects:	
Project #1 Name:	
Project #1 Dates:	
Project #2 Name:	
Project #2 Dates:	
Project #3 Name:	
Project #3 Dates:	

Exhibit B Slide Repair using the Method of Soil Nails
RFQ#6613C020

Contractor's Experience and Personnel Requirements

Vendor shall provide the information below, as described in Section 3.4 of this contract. Exhibit B **must** be submitted with bid.

Equipment Operator's Name:	
Operator's Experience:	
Launched Soil Nails Projects:	
Project #1 Name:	
Project #1 Dates:	
Project #2 Name:	
Project #2 Dates:	
Project #3 Name:	
Project #3 Dates:	
Permanently Cased Soil Nails Projects:	
Project #1 Name:	
Project #1 Dates:	
Project #2 Name:	
Project #2 Dates:	
Project #3 Name:	
Project #3 Dates:	
Self Drilling Soil Nails Projects:	
Project #1 Name:	
Project #1 Dates:	
Project #2 Name:	
Project #2 Dates:	
Project #3 Name:	
Project #3 Dates:	

Contractor's Experience and Personnel Requirements

Vendor shall provide the information below, as described in Section 3.4 of this contract. Exhibit B **must** be submitted with bid.

Foreman's Name:	
Foreman's Experience:	
Launched Soil Nails, Permanently Cased Soil Nails and Self-Drilling Soil Nails Projects:	
Project #1 Name:	
Project #1 Dates:	
Project #1 Nail Type:	
Project #2 Name:	
Project #2 Dates:	
Project #2 Nail Type:	
Project #3 Name:	
Project #3 Dates:	
Project #3 Nail Type:	
Nozzleman's Name:	
and ACI Certification #:	
Nozzleman's Experience:	
Number of Square Feet of Shotcrete applied in 3 years:	
Dates of installation:	
Dates of installation:	
Dates of installation:	
Dates of installation:	

Contractor's Experience and Personnel Requirements

Vendor shall provide the information below, as described in Section 3.4 of this contract. Exhibit C **must** be submitted to the WVDOH District Engineer prior to each project. Before any worker can participate on a project, signed approval, to Exhibit C, by the WVDOH District Engineer is required.

Supervisor Engineer's Name:	
Years of Engineer's Experience:	
Equipment Operator's Name:	
Years of Operator's Experience:	
Foreman's Name:	
Years of Foreman's Experience:	
Nozzleman's Name:	
Nozzleman's ACI Certification #:	
Years of Nozzleman's Experience:	

APPROVED BY:

WVDOH District Engineer's Signature

Date

District
 Project

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

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

Bidder: _____ Signed: _____
Date: _____ Title: _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.