



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

# Request for Quotation

RFO NUMBER  
**DEP15431**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**CHUCK BOWMAN  
 304-558-2157**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 ENVIRONMENTAL REMEDIATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2011				

BID OPENING DATE: **06/02/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.2 *****						
ADDEMDUM ISSUED FOR THE MORGANTOWN LANDFILL EROSION REPAIR PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID ON 05/05/2011.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 06/02/11 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15431 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

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**INSTRUCTIONS TO BIDDERS**

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

**ADDENDUM NO. 2****Questions & answers and statements at the pre-bid for DEP15431 – Morgantown Landfill Repair****Statements:**

- 1) In addition to a WV contractors licenses, a city licenses and permit is also required. The permit fee will be waived but the licenses fee will be \$90.
- 2) There is a B&O tax of 2% for the project cost.
- 3) Work hours will be from 8 AM to 9 PM due to local noise codes.
- 4) The airport authority must be notified prior to the beginning of work. No person is allowed beyond the work zone and are subject to FAA rules including fines and penalties

**Questions & answers**

- 1) Q – Do we burn the brush during clearing?  
A – No burning. Pile brush outside of the work area to create wildlife habitat.
- 2) Q – Do you plan on conducting proctor test on the fill material?  
A – The DEP reserves the right to conduct proctor testing.
- 3) Q – Are excavation/waste relocation priced at the same unit rate as rip-rap installation?  
A – Yes, at a LF rate.
- 4) Q – Is there much waste to be relocated and where do we take the waste?  
A – The DEP does not anticipate much waste and all waste must be properly disposed of in a lawful manner. If a large amount of waste is encountered, we will look at other options so as not to put a larger than expected expense on the contractor.

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 15431 Bid Date: June 2, 2011 1:30 PM  
 Project: Morgantown Erosion Repair Pre-Bid Date: May 5, 2011

Name : Dárick Weimer  
 Company: SCSL Co-Leasing Corp. Inc.  
 Address: 8 Hunter-Zane Rd  
Fairmont WV  
26554  
 Phone #: 304-290-4608  
 Fax #: 304-296-8252  
 Email : jslavuta@yahoo.com

Name : Chad Bilotta  
 Company: Anderson Excavating  
 Address: 343 Williams Rd J  
Morgantown WV 26508  
 Phone #: 304-983-2296  
 Fax #: 304-983-4755  
 Email : cbilotta@AndersonExcavatingLLC.com

Name : DY MARTIN  
 Company: Solid Rock Ex Inc  
 Address: 3106 Hudson Rd  
Albright, WV 26519  
 Phone #: 304 276-2371  
 Fax #: 304 379-9502  
 Email : Solid Rock @FRANIER.NET, U  
NET

Name : DAVID WARE  
 Company: ORANGE CONST. CORP.  
 Address: 170 OLD CHEAT RD,  
MORGANTOWN WV 26508  
 Phone #: (304) 291-6765  
 Fax #: (304) 291-6975  
 Email : ORANGECONSTR@aol.com

Name : Aldric D Wolfe  
 Company: Wolfe Run Excavating LLC  
 Address: 110 Wolfe Run Rd.  
Tunnelton WV 26444  
 Phone #: 304-892-4414  
 Fax #: 892-4414  
 Email :

Name : JR SPENCER  
 Company: Ronnie Spencer, Inc  
 Address: HC 74, Box 201  
STRANGE CREEK, WV  
25063  
 Phone #: 304-364-8626  
 Fax #: 8376  
 Email : RHS20 Hughes.net

Name : Tracy Curtis  
 Company: Green River Group LLC  
 Address: PO Box 18039  
Morgantown, WV 26507  
 Phone #: 304-594-3991  
 Fax #: 304-594-3992  
 Email : Tracyscurtis@yahoo.com

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
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 Email : ORANGECONSTR@DL.COM

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Tunnelton WV 26444  
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