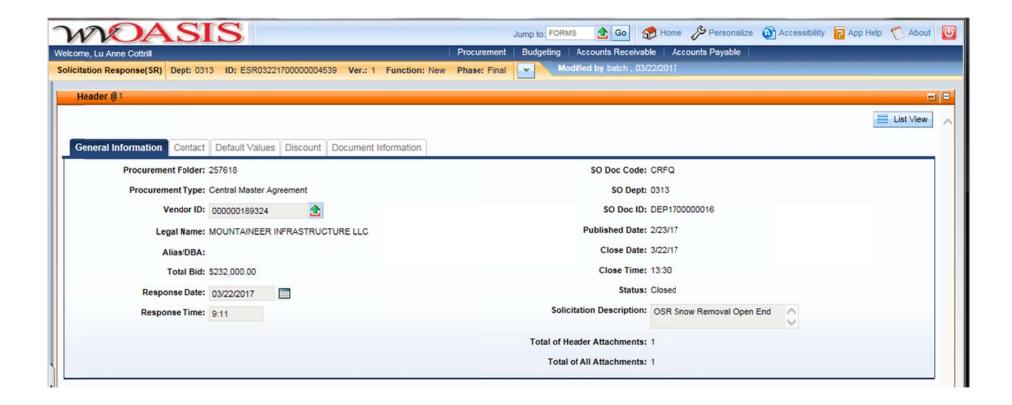
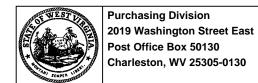


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 257618

Solicitation Description: OSR Snow Removal Open End

Proc Type: Central Master Agreement

Date iss	sued	Solicitation Closes	Solicitatio	n Response	Version
		2017-03-22 13:30:00	SR	0313 ESR03221700000004539	1

VENDOR

000000189324

MOUNTAINEER INFRASTRUCTURE LLC

Solicitation Number: CRFQ 0313 DEP1700000016

Total Bid : \$232,000.00 **Response Date**: 2017-03-22 **Response Time**: 09:11:30

Comments:

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157 brittany.e.ingraham@wv.gov

Signature on File FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	SNOW REMOVAL-TRUCKS	2000.00000	HOUR	\$50.000000	\$100,000.00

Comm Code	Manufacturer	Specification	Model #	
72102903				

Extended Description :

SNOW REMOVAL- TRUCKS with minimum 8 foot snow blade (Personnel included)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	APPLICATION OF LIMESTONE CHIPS WITH SPREADER	30.00000	EA	\$150.000000	\$4,500.00

Comm Code	Manufacturer	Specification	Model #	
72102903				

Extended Description:

APPLICATION OF LIMESTONE CHIPS WITH SPREADER. 2 to 2.25 tons over a 500 Linear Feet of road length.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	MOBILIZATION/DEMOBILIZATION BULLDOZER	50.00000	HOUR	\$150.000000	\$7,500.00

Comm Code	Manufacturer	Specification	Model #	
72102903				

Extended Description:

MOBILIZATION/DEMOBILIZATION BULLDOZER (Personnel included)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	SNOW REMOVAL BULLDOZER Crawler Dozer	1000.00000	HOUR	\$80.000000	\$80,000.00

Comm Code	Manufacturer	Specification	Model #	
72102903				

Extended Description:

SNOW REMOVAL BULLDOZER Crawler Dozer-Caterpillar D6H or Equal with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade. (Personnel Included)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	WINTER STORAGE FEE FOR BULLDOZER	5.00000	МО	\$8,000.000000	\$40,000.00

Comm Code	Manufacturer	Specification	Model #	
72102903	_			
Extended Descriptio	n: WINTER STOR	AGE FEE FOR BULLDOZER (stored	on site)	

Snow Removal for Grant, Tucker and Mineral Counties Bid Sheet

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

COMM LINE	ESTIMATED QTY*	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	2000	HOUR	SNOW REMOVAL – TRUCKS with minimum 8 foot snow blade (Personnel included)	\$50.00	\$100,000.00
2	30	EACH	APPLICATION OF LIMESTONE CHIPS WITH SPREADER. ~2 to 2.25 tons over a 500 lf of road length.	\$150.00	\$4,500.00
3	50	HOUR	MOBILIZATION/DEMOBILIZATION BULLDOZER (Personnel included)	\$150.00	\$7,500.00
4	1000	HOUR	SNOW REMOVAL BULLDOZER Crawler Dozer-Caterpillar D6H or Equal with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade. (Personnel Included)	\$80.00	\$80,000.00
5	5	MONTHS	WINTER STORAGE FEE FOR BULLDOZER (stored on site)	\$8,000.00	\$40,000.00
				TOTAL	\$232,000.00

^{*}Quantities listed on the bid schedule are for bid evaluation purposes only and are not a guarantee of quantities to be ordered over the life of the contract. Actual quantities may be more or less than those stated on this schedule. Note: Modification of this pricing page will result in vendor disqualification.

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.

OFFICIAL SEAL

Notary Public, State of West Virginia
Sondra K. Mullenax
HC 73 Box 16 B
Harman WV 26270
My Commission Expires May 6, 2024

Purchasing Affidavit (Revised 08/01/2015)

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Environmental Protection, Office of Special Reclamation, to establish an open-end contract for snow removal services and application of limestone chips, if necessary, in order to provide access to treatment sites for WVDEP staff and Contractors. The area of work shall include various sites located in Grant, Tucker and Mineral Counties in West Virginia.

This solicitation was previously advertised as DEP15744 and bid opening was on: 03/08/2012. Bid results may be reviewed at: http://www.state.wv.us/admin/purchase/Bids/FY2012/BO20120308.html

- 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 Services" means snow removal services and/or application of limestone chips as more fully described in these specifications.
 - 2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as Bid Schedule, upon which Vendor should list its proposed price for the Contract Services.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications.
 - 3.1 Vendor must have the ability to supply all specified equipment, labor, materials and any technical services for multiple or individual projects either concurrently or consecutively if requested by the WVDEP.
 - 3.2 All specified equipment shall be supplied with a qualified operator by the vendor as part of the hourly rate for each piece of specified equipment.
 - 3.3 Vendor shall be required to coordinate their efforts with other WVDEP contractors and vendors, including but not limited to; pumping, chemical delivery, trucking and maintenance contractors. Such scheduling shall be coordinated by the Director or his authorized representative. Such scheduling shall be within 24 hours' notice of the work to be performed.

- 3.4 The Vendor shall make arrangements with the WVDEP for equipment to remain on site during the winter season. The WVDEP shall assume no responsibility or security for storage or damage that may occur due to vandalism, an act of God, or any other event/circumstance that would cause damage to the equipment.
- 3.5 The Vendor shall maintain snow removal equipment to insure efficient removal of snow. Equipment shall be maintained to insure that no damage occurs to roads, structures, or other property. In the event damage occurs due to their negligence, the Vendor will be responsible for damage incurred.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Snow Removal

Winter access is required to treatment sites by the WVDEP as well as contractors and vendors making deliveries to the sites. These sites can receive heavy and deep accumulations of snow throughout the winter season.

Access roads lengths vary from site to site, and may be 0.5 to 10.0 miles on average, however, some may be more.

- **4.1.1.1** Trucks for the snow removal will be a minimum one (1) ton four (4) wheel-drive pick-up.
 - **4.1.1.1.1** Personnel shall be included in the hourly unit price.
 - **4.1.1.2** Mobilization and Demobilization shall be incidental to the hourly rate.
 - **4.1.1.3** A minimum of two (2) trucks shall be available for snow removal at multiple locations, or both trucks at one location.
 - **4.1.1.1.4** The use of tire chains may be necessary to assist in gaining access to site(s).
 - 4.1.1.5 The snow blade shall be a minimum of eight (8) feet wide.
 - **4.1.1.1.6** Plow shall be fitted with skid type runner shoes. Mushroom type shoe runners are NOT acceptable.

4.1.1.1.7 Payment shall be based on hourly rate

4.1.2 Application of limestone chip with spreader

- **4.1.2.1** Applications of #8 or #9 limestone chips shall be made by vendor.
- **4.1.2.2** Price per each shall include ~2 to 2.25 tons over a 500 linear foot of road length.
- **4.1.2.3** Areas where limestone chips are to be applied shall be identified by WVDEP on-site representative.
- 4.1.2.4 Applications shall be made immediately following snow removal and shall be made so that an eighteen (18) wheel vehicle shall be able to access area when complete.
- 4.1.2.5 Payment shall be made per each.

4.1.3 Mobilization/demobilization of bull dozer

- **4.1.3.1** Equipment shall be a tractor with lowboy, licensed for one hundred ten thousand (110,000) pounds.
- **4.1.3.2** Mobilization shall be paid to the first site, and demobilization shall be paid upon exit of last site.
- **4.1.3.3** Breakdown and put-together costs shall be included in hourly rate.
- **4.1.3.4** Price shall include all permits and fees necessary for legal transport of the equipment.
- 4.1.3.5 Payment shall be per hour unit price for each mobilization and demobilization to each site. Hourly rate will be paid one (1) time in and one (1) time out while the truck is loaded per machine.

4.1.3.6 Billable time not to exceed four (4) hours each way for each piece of equipment transported.

4.1.4 Snow Removal-Bulldozer

- 4.1.4.1 The minimum dozer size shall be a Crawler Dozer-Caterpillar D6H or equivalent with one hundred sixty five (165) minimum flywheel horsepower.
- **4.1.4.2** Dozer shall be equipped with a straight or angle-type dozer blade.
- 4.1.4.3 Personnel shall be included in the hourly unit price.
- **4.1.4.4** Payment shall be based on hourly rate.

4.1.5 Winter storage fee for bull dozer (stored on site)

- **4.1.5.1** Fee shall include on-site storage of bulldozer at a mutually agreed location by vendor and DEP representative.
- 4.1.5.2 On-site storage is required due to amount of precipitation that occurs in the area. This alleviates the need for dozer transportation, thus reducing risk to the vendor's equipment and equipment operator.
- 4.1.5.3 The DEP assumes no responsibility for security, storage or any damage that may occur due to vandalism, an act of God, or any other event/circumstance that would cause damage to the equipment.
- **4.1.5.4** Maximum number of months shall be limited to five (5) during the winter months of the year, and may be less at the discretion of DEP.
- 4.1.5.5 Payment shall be based on a monthly unit price.

4.1.6 Ordering Procedure

- 4.1.6.1 Work will be ordered by the Director or his representative, for the Office of Special Reclamation, West Virginia Department of Environmental Protection by issuance of a work directive, which shall include the name of the project site and the cost estimate (quantity of work to be done). The Vendor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this request for quotes. No work shall be performed until a notice to proceed has been issued by the State.
- 4.1.6.2 The Vendor shall complete the specified work in accordance to each work directive. The Vendor shall submit an invoice to the Department of Environmental Protection representative upon completion of each work directive. Vendor shall perform work within 24 hours of notification.
- 4.1.6.3 Inspections of each project may be made by the Director or his authorized representative as the work progresses and at completion. Acceptance criteria will be based on all work being completed as requested in the work directive.

5. CONTRACT AWARD:

- **5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.2 Pricing Page: Vendor should complete the Pricing Page by providing an hourly rate or unit price for each bid item and multiplying it by the estimated quantity to provide a total for each bid item. Vendor should complete the Bid Schedule in its entirety as failure to do so may result in Vendor's bid being disqualified.

- 5.3 Vendor should type or electronically enter the information into the Pricing Page through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address: Brittany.E.Ingraham@wv.gov
- 6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT: Agency shall pay per hour rate, unit price per each and per month, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - a. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - b. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - c. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - d. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - e. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

- a. The following shall be considered a vendor default under this Contract.
 - i. Failure to perform Contract Services in accordance with the requirements contained herein.
 - ii. Failure to comply with other specifications and requirements contained herein.
 - iii. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - iv. Failure to remedy deficient performance upon request.
- b. The following remedies shall be available to Agency upon default.
 - i. Immediate cancellation of the Contract.
 - ii. Immediate cancellation of one or more release orders issued under this Contract.
 - iii. Any other remedies available in law or equity.

11. MISCELLANEOUS:

a. Contract Manager: During its performance of this Contract, 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: Matt Evans
Telephone Number: 304-866-4953
Fax Number: 304-866-4329
Email Address: Mevans 4@14cos. Com

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Matt Evans	Pre	sident		
(Name, Title)				
(Printed Name and Title) 2376 Lane VIlle	Rd	Dry for K, WV	26263	
(Address) 304-866-4953		304-866-43		
(Phone Number) / (Fax Number)				
mevansy@ lycos.com				
(email address).				

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Mountaineer In	frastructure, LIC			
(Company)				
MD. Evan (Authorized Signature) (Repre	Matt Evans	President		
(Authorized Signature) (Repre	esentative Name, Title)			
Mathew Evans	President			
(Printed Name and Title of Authorized Representative)				
3-21-17				
(Date)				
304-866-4953	304-866-	4329		
(Phone Number) (Fax Numbe	er)			

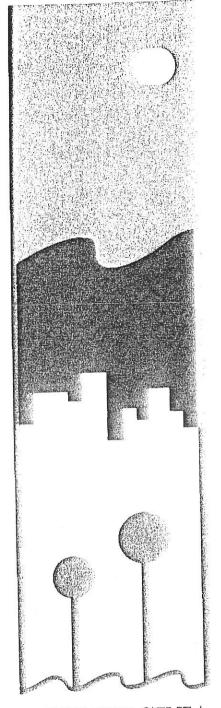
WV-10 Approved / Revised 12/16/15

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 Vendor Preference, if applicable.

<u>1.</u>	Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preced-			
V	ing 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;			
	Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked: Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,			
4.	Application is made for 5% 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% 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% 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.			
require or (b) a the con	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; ssess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to tracting 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.				
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	M. I'm In Grant true IIC almost MM Sugar			
Date:_	3/21/17 Title: Prisident			
*Check	any combination of preference consideration(s) indicated above, which you are entitled to receive.			



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV051354

Classification:

EXCAVATION DEMOLITION

MOUNTAINEER INFRASTRUCTURE LLC DBA MOUNTAINEER INFRASTRUCTURE LLC 2376 LANEVILLE RD DRYFORK, WV 26263

Date Issued

Expiration Date

SEPTEMBER 11, 2016

SEPTEMBER 11, 2017

MA. Evans

Authorized Company Signature

Chair, West Virginia Contractor

Licensing Board

WEST VIRGINIA CONTRACTOR LICENSING BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.