



West Virginia Purchasing Division

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.

Header 1

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 632721

Procurement Type: Central Master Agreement

Vendor ID: 000000189324



Legal Name: MOUNTAINEER INFRASTRUCTURE LLC

Alias/DBA:

Total Bid: \$62,250.00

Response Date: 11/12/2019



Response Time: 8:09

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2000000014

Published Date: 10/29/19

Close Date: 11/12/19

Close Time: 13:30

Status: Closed

Solicitation Description: OSR NORTHERN OPEN-END SNOW
REMOVAL

Total of Header Attachments: 1

Total of All Attachments: 1



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 632721
Solicitation Description : OSR NORTHERN OPEN-END SNOW REMOVAL
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-11-12 13:30:00	SR 0313 ESR11121900000002928	1

VENDOR
000000189324 MOUNTAINEER INFRASTRUCTURE LLC

Solicitation Number: CRFQ 0313 DEP2000000014

Total Bid : \$62,250.00 **Response Date:** 2019-11-12 **Response Time:** 08:09:43

Comments:

FOR INFORMATION CONTACT THE BUYER
 Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Crawler Dozer Caterpillar D-6H or Equal	200.00000	HOUR	\$90.000000	\$18,000.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description : SNOW REMOVAL BULLDOZER Crawler Dozer Caterpillar D-6H or Equal with 165 minimum flywheel horsepower, equipped with straight or angle-type dozer blade. (Personnel Included)

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. No future use of the Contract or any

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Winter storage fee for Crawler Dozer Tucker County	5.00000	MO	\$3,250.000000	\$16,250.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description : Winter storage fee for Crawler Dozer-Cat D-6H or Equal- location Tucker County near Bismarck, WV.

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. No future use of the Contract or any individual item is guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Winter storage fee for Crawler Dozer Preston County	3.00000	MO	\$3,000.000000	\$9,000.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description : Winter storage fee for Crawler Dozer-Cat D-6H or Equal - location Preston County near Aurora, WV.

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. No future use of the Contract or any individual item is guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Pickup Truck with Snow Blade	200.00000	HOUR	\$65.000000	\$13,000.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description : SNOW REMOVAL - Pickup Truck with Snow Blade with minimum 8 foot snow blade (Personnel included)

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. No future use of the Contract or any individual item is guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	APPLICATION OF LIMESTONE CHIPS WITH SPREADER.	30.00000	EA	\$50.000000	\$1,500.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description : APPLICATION OF LIMESTONE CHIPS WITH SPREADER. Approximately two to two and one quarter (2 to 2.25) tons over a five hundred (500) lf of road length.

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. No future use of the Contract or any

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Tractor with Low Boy-for the mobilization and demobilization	50.00000	HOUR	\$90.000000	\$4,500.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description : Tractor with Low Boy-for the mobilization and demobilization of bulldozer. (Personnel included)

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. No future use of the Contract or any individual item is guaranteed or implied.

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 President
(Name, Title)
Matt Evans President
(Printed Name and Title)
2376 Laneville Rd Dry Fork WV 26263
(Address)
304 866 4953 304 866-4329
(Phone Number)/(Fax Number)
mevans4@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 Infrastructure
(Company)

MEvans Matt Evans President
(Authorized Signature) (Representative Name, Title)

Matt Evans President
(Printed Name and Title of Authorized Representative)

11-6-19
(Date)

304 866 4953 304 866 4329
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Northern Open-End Snow Removal

- 9.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to WVDEP/OSR upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 **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: mevans4@lycos.com

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Mountaineer Infrastructure Address: 2376 Laneville Rd
Dry Fork WV 26263
Name of Authorized Agent: Matt Evans Address: 2376 Laneville Rd Dry Fork WV
Contract Number: DEP 20*14 Contract Description: Snow Removal
Governmental agency awarding contract: WV DEP

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Matt Evans Date Signed: 11-6-19

Notary Verification

State of WV, County of Tucker:

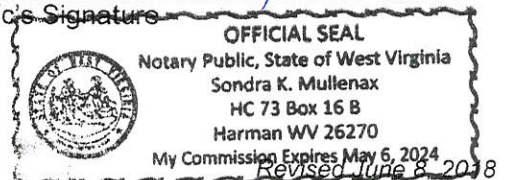
I, Matt Evans, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 6th day of November, 2019

Sondra K. Mullenax
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceeds 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Mountaineer Infrastructure LLC

Authorized Signature: MR. Evans Date: 11-6-19

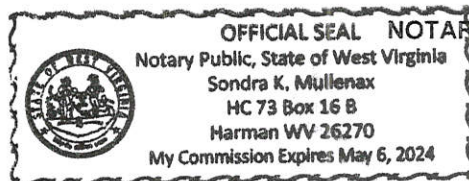
State of WV

County of Tucker, to-wit:

Taken, subscribed, and sworn to before me this 6th day of November, 2019.

My Commission expires May 6, 2024.

AFFIX SEAL HERE



Sondra K. Mullenax

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, 2019

SEPTEMBER 11, 2020

M.D. Evans

Authorized Company Signature

Gene Chayon

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.