





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: 677115

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: 

SO Doc ID: DEP2000000036

Legal Name: MOUNTAINEER INFRASTRUCTURE LLC


Published Date: 5/18/20

Alias/DBA:

Close Date: 5/22/20



Total Bid: \$242,100.00

Close Time: 13:30

Response Date: 

Status: Closed

Response Time:

Solicitation Description:  

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 : 677115

Solicitation Description : Addendum - 1 OSR Mowing and Herbicide Application Service

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-05-22 13:30:00	SR 0313 ESR05212000000006876	1

VENDOR
000000189324 MOUNTAINEER INFRASTRUCTURE LLC

Solicitation Number: CRFQ 0313 DEP2000000036

Total Bid : \$242,100.00 **Response Date:** 2020-05-21 **Response Time:** 14:28:32

Comments:

FOR INFORMATION CONTACT THE BUYER
 Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@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	Mowing				\$147,000.00

Comm Code	Manufacturer	Specification	Model #
70111710			

Extended Description : Mowing estimated quantity 300 acres, for bidding purposes only
Paid per Acre

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Road Mowing				\$45,000.00

Comm Code	Manufacturer	Specification	Model #
70111710			

Extended Description : Road Mowing estimated quantity 300,000 linear feet, for bidding purposes only.
Paid per Linear Foot

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Broad Herbicide Application				\$15,000.00

Comm Code	Manufacturer	Specification	Model #
70111710			

Extended Description : Broad Herbicide Application estimated quantity 15 acres. For bidding purposes only
Paid per Acre

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Trim Herbicide Application				\$30,000.00

Comm Code	Manufacturer	Specification	Model #
70111710			

Extended Description : Trim Herbicide Application estimated quantity 20,000 linear feet, for bidding purposes only.
Paid per Linear Foot

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Heavy Brush Removal				\$5,100.00

Comm Code	Manufacturer	Specification	Model #
70111710			

Extended Description : Heavy Brush Removal estimated quantity 60 hours for bidding purposes only.
Paid per hour.

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)
150 Excavation Lane 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, LLC
(Company)

M.D. Evans Matt Evans President
(Authorized Signature) (Representative Name, Title)

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

5/21/20
(Date)

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

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 checked="" 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.

Mountaineer Infrastructure, LLC
Company

M.E. Evans
Authorized Signature

5/21/2020
Date

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

REQUEST FOR QUOTATION
Mowing and Herbicide Application Open End

- 11.1.4. Failure to remedy deficient performance upon request.
- 11.2. The following remedies shall be available to Agency upon default.
 - 11.2.1. Immediate cancellation of the Contract.
 - 11.2.2. Immediate cancellation of one or more release orders issued under this Contract.
 - 11.2.3. Any other remedies available in law or equity.

12. MISCELLANEOUS:

12.1. 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: mevans 4@ lycos. com

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: 150 Excavation Lane
Dry Fork WV 26263

Name of Authorized Agent: Matt Evans Address: 150 Excavation Lane

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: WUDEP

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: M.D. Evans Date Signed: 5/21/20

Notary Verification

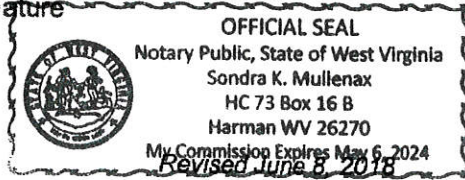
State of West Virginia, County of Tucker:

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 21 day of May, 2020.

Sandra 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

Authorized Signature: MR. Evans Date: 5/21/2020

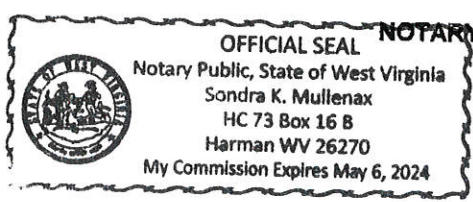
State of West Virginia

County of Tucker, to-wit:

Taken, subscribed, and sworn to before me this 21 day of May, 2020

My Commission expires May 6, 2024

AFFIX SEAL HERE



NOTARY PUBLIC

Sondra K. Mullenax