



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

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [DocumentInformation](#)

Procurement Folder: 180116

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0313

Vendor ID: 000000112449

SO Doc ID: DEP1600000045

Legal Name: WINDY HILL FARMS INC

Published Date: 3/24/16

Alias/DBA:

Close Date: 4/12/16

Total Bid: \$30,080.00

Close Time: 13:30

Response Date: 04/11/2016

Status: Closed

Response Time: 11:12

Solicitation Description: Addendum 01 City of Wheeling
Landfill Interim Improvements

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 180116

Solicitation Description : Addendum 01 City of Wheeling Landfill Interim Improvements

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-04-12 13:30:00	SR 0313 ESR04111600000004798	1

VENDOR

000000112449
 WINDY HILL FARMS INC

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X	FEIN #	DATE
-------------	--------	------

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	Upgrade existing gravel roads	2000.00000	LF	\$8.240000	\$16,480.00

Comm Code	Manufacturer	Specification	Model #
70131703			

Extended Description : Upgrade existing gravel roads to ground-water monitoring wells, consisting of an even mixture of No. 57 and 1 1/2" crusher run limestone or durable sandstone measuring not less than 10' wide by 4" deep. (No rounded stone)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Open culvert both above and below the culvert	2.00000	EA	\$300.000000	\$600.00

Comm Code	Manufacturer	Specification	Model #
70131703			

Extended Description : Open culvert both above and below the culvert

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Clean and re-establish surface water diversion ditch.	500.00000	LF	\$3.000000	\$1,500.00

Comm Code	Manufacturer	Specification	Model #
70131703			

Extended Description : Clean and re-establish surface water diversion ditch. (Approx. 3 feet wide by 2 feet deep)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Remove all washed debris and place back in fill.	1.00000	EA	\$1,250.000000	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
70131703			

Extended Description : Remove all washed debris and place back in fill.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Cover exposed waste with 12 inches of soil	1.00000	ACRE	\$3,800.000000	\$3,800.00

Comm Code	Manufacturer	Specification	Model #
70131703			

Extended Description : Cover exposed waste with 12 inches of soil

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Install lined water trough	500.00000	LF	\$2.300000	\$1,150.00

Comm Code	Manufacturer	Specification	Model #
70131703			

Extended Description : Install lined water trough from upper culvert to lower surface water diversion ditch

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Seed and mulch all disturbed areas	3.00000	ACRE	\$1,300.000000	\$3,900.00

Comm Code	Manufacturer	Specification	Model #
70131703			

Extended Description : Seed and mulch all disturbed areas

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Mobilization/Demobilization	1.00000	LS	\$1,400.000000	\$1,400.00

Comm Code	Manufacturer	Specification	Model #
70131703			

Extended Description : Mobilization/Demobilization (50% each, total not greater than 5% of contract price.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Windy Hill Farms, Inc
of New Salem, Pennsylvania, as Principal, and Erie Insurance
of Erie, Pennsylvania, a corporation organized and existing under the laws of the State of Pennsylvania with its principal office in the City of Erie as Surety, are held and firmly bound unto the State of West Virginia, as Obl'gee, in the penal sum of fifteen hundred four dollars (\$ 1504 00) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for City of Wheeling landfill interim improvements

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obl'gee may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 23rd day of March, 2016

Principal Seal

Brice A. Christopher
(Name of Principal)

By *Brice A. Christopher*
(Must be President, Vice President, or Duly Authorized Agent)

Vice President
(Title)



Surety Seal

Erie Insurance Company
(Name of Surety)

Edward A. Mazzeo
Edward A. Mazzeo Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Erie, Pennsylvania, does hereby make, constitute and appoint Marc Cipriani, Senior Vice President; Leo Heintz, Vice President; Edward A. Mazzeo; Katherine D. Pawlak; and Darlene Musica, its true and lawful Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, any and all bonds which are or may be allowed, required or permitted by law, statute, rule regulation, contract or otherwise, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS (\$5,000,000) and that the execution of such instrument shall be binding upon ERIE INSURANCE COMPANY.

This Power of Attorney is signed and sealed by facsimiles under and by the authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting duly called and held on the 18th day of September, 2008, and said resolution has not been amended or repealed:

RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.

IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 3rd day of February, 2011.

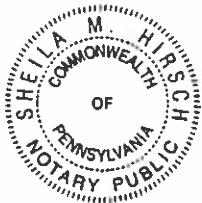


by Terrence W. Cavanaugh
Terrence W. Cavanaugh
President and Chief Executive Officer

STATE OF PENNSYLVANIA
COUNTY OF ERIE

ss.

On this 3rd day of February, 2011, before me personally came Terrence W. Cavanaugh, President and Chief Executive Officer, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch
My commission expires June 27, 2016 Notary Public

CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy and is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company, this 23rd day of March 2016



James J. Tanous
James J. Tanous, Secretary



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**


STATE OF WEST VIRGINIA,
COUNTY OF Fayette, Pennsylvania, **TO-WIT:**

I, Jeffrey A. Christopher, after being first duly sworn, depose and state as follows:

- I am an employee of Windy Hill Farms, Inc.; and,
(Company Name)
- I do hereby attest that Windy Hill Farms, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D.

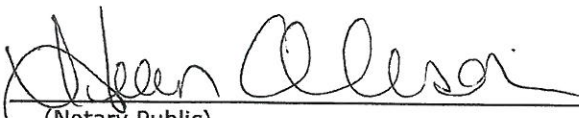
The above statements are sworn to under the penalty of perjury.

By: 
 Title: President
 Company Name: Windy Hill Farms, Inc.
 Date: _____

Taken, subscribed and sworn to before me this 30 day of March, 2014.

By Commission expires 7-11-17

(Seal) COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Helen A Arison, Notary Public
 Georges Township, Fayette County
 My Commission Expires July 11, 2017


 (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

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 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 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: WINDY HILL FARMS INCAuthorized Signature: Jeffrey A. Christopher Date: 3.30.16State of PACounty of Fayette, to-wit:Taken, subscribed, and sworn to before me this 30 day of March, 2016My Commission expires 7-11, 2017.**AFFIX SEAL HERE**

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Helen A Arison, Notary Public
Georges Township, Fayette County
My Commission Expires July 11, 2017

NOTARY PUBLICHelen Arison

Purchasing Affidavit (Revised 07/01/2012)

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: WINDY HILL FARMS INC

Contractor's License No. WV 043487

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board.

Number: WV043487

Classification:

SPECIALTY
EXCAVATION

WINDY HILL FARMS INC
DBA WINDY HILL FARMS INC
380 WINDY HILL ROAD
NEW SALEM, PA 15468

Date Issued

JANUARY 16, 2016

Expiration Date

JANUARY 16, 2017

Maddie E Davis

Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

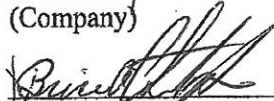
WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

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.

CERTIFICATION AND SIGNATURE PAGE

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.

WINDY HILL FARMS INC
(Company)

 BRICE CHRISTOPHER VICE PRESIDENT
(Authorized Signature) (Representative Name, Title)

724-245-6241 724-245-8146 03-25-16
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0313 DEP1000000045

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.

WINDY HILL FARMS INC
Company


Authorized Signature

03-25-10
Date

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

Revised 6/8/2012