



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 @ 7

List View

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

Procurement Folder: 304733

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0310

Vendor ID: VS000006416

SO Doc ID: DNR1700000038

Legal Name: Mountaineer Engineering & Transportation Solutions Inc

Published Date: 3/1/17

Alias/DBA:

Close Date: 3/9/17

Total Bid: \$72,751.95

Close Time: 13:30

Response Date: 03/09/2017

Status: Closed

Response Time: 11:14

Solicitation Description: Addendum No.01 - Herbicide Application on Various WMA's

Total of Header Attachments: 7

Total of All Attachments: 7



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 304733

Solicitation Description : Addendum No.01 - Herbicide Application on Various WMA's

Proc Type : Central Master Agreement

| Date issued | Solicitation Closes | Solicitation Response | Version |
|-------------|------------------------|------------------------------|---------|
| | 2017-03-09 13:30:00 | SR 0310 ESR03091700000004269 | 1 |

| VENDOR |
|--|
| VS0000006416 Mountaineer Engineering & Transportation Solutions Inc |

Solicitation Number: CRFQ 0310 DNR1700000038

Total Bid : \$72,751.95 **Response Date:** 2017-03-09 **Response Time:** 11:14:56

Comments:

FOR INFORMATION CONTACT THE BUYER
 Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

| | | |
|--------------------------|---------------|-------------|
| Signature on File | 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 | Herbicide services-Foliar Spray at Burnsville WMA | 25.00000 | ACRE | \$206.240000 | \$5,156.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70141604 | | | |

Extended Description : Herbicide services-Foliar Spray at Burnsville WMA

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|--------------|-----------------------------|
| 2 | Herbicide services-Foliar Spray at Chief Cornstalk WMA | 15.00000 | ACRE | \$158.930000 | \$2,383.95 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70141604 | | | |

Extended Description : Herbicide services-Foliar Spray at Chief Cornstalk WMA

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|--------------|-----------------------------|
| 3 | Herbicide services-Foliar Spray at Elk River WMA | 50.00000 | ACRE | \$191.200000 | \$9,560.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70141604 | | | |

Extended Description : Herbicide services-Foliar Spray at Elk River WMA

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|--------------|-----------------------------|
| 4 | Herbicide services-Foliar Spray at Frozen Camp WMA | 20.00000 | ACRE | \$289.000000 | \$5,780.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70141604 | | | |

Extended Description : Herbicide services-Foliar Spray at Frozen Camp WMA

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|---------|------------|--------------|-----------------------------|
| 5 | Herbicide services-Foliar Spray at Handley WMA | 5.00000 | ACRE | \$444.800000 | \$2,224.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70141604 | | | |

Extended Description : Herbicide services-Foliar Spray at Handley WMA

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|----------|------------|--------------|-----------------------------|
| 6 | Herbicide services-Hack and Squirt at Hillcrest WMA | 45.00000 | ACRE | \$343.110000 | \$15,439.95 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70141604 | | | |

Extended Description : Herbicide services-Hack and Squirt at Hillcrest WMA

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|--------------|-----------------------------|
| 7 | Herbicide services-Hack and Squirt at Lewis Wetzel WMA | 10.00000 | ACRE | \$322.400000 | \$3,224.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70141604 | | | |

Extended Description : Herbicide services-Hack and Squirt at Lewis Wetzel WMA

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|----------|------------|--------------|-----------------------------|
| 8 | Herbicide services-Foliar Spray at Lewis Wetzel WMA | 20.00000 | ACRE | \$281.200000 | \$5,624.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70141604 | | | |

Extended Description : Herbicide services-Foliar Spray at Lewis Wetzel WMA

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|----------|------------|--------------|-----------------------------|
| 9 | Herbicide services-Foliar Spray at Pleasant Creek WMA | 10.00000 | ACRE | \$322.400000 | \$3,224.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70141604 | | | |

Extended Description : Herbicide services-Foliar Spray at Pleasant Creek WMA

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|--------------|-----------------------------|
| 10 | Herbicide services-Combination Spray at R. D. Bailey WMA | 20.00000 | ACRE | \$504.800000 | \$10,096.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70141604 | | | |

Extended Description : Herbicide services-Combination Spray at R. D. Bailey WMA

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|---------|------------|--------------|-----------------------------|
| 11 | Herbicide services-Foliar Spray at Sleepy Creek WMA | 5.00000 | ACRE | \$547.200000 | \$2,736.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70141604 | | | |

Extended Description : Herbicide services-Foliar Spray at Sleepy Creek WMA

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|--------------|-----------------------------|
| 12 | Herbicide services-Foliar Spray at Stonewall WMA | 15.00000 | ACRE | \$277.870000 | \$4,168.05 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70141604 | | | |

Extended Description : Herbicide services-Foliar Spray at Stonewall WMA

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|--------------|-----------------------------|
| 13 | Herbicide services-Hack and Squirt at Wallback WMA | 10.00000 | ACRE | \$313.600000 | \$3,136.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70141604 | | | |

Extended Description : Herbicide services-Hack and Squirt at Wallback WMA

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: *CRFQ 0310 DNR 17000000 38*

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.

Mountainpeer Engineering & Transportation Solutions, Inc.
Company

[Signature]
Authorized Signature

3/9/17
Date

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

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.

Travis Miller - Project Manager
(Name, Title)

Travis Miller - Project Manager
(Printed Name and Title)

68 Tasty Blend Way, Fraziers Bottom, WV 25082
(Address)

304 389-7767
(Phone Number) / (Fax Number)

Tmiller@mountaineereng.com
(E-mail 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 Engineering & Transportation Solutions, Inc
(Company)

Travis Miller, Project Manager/Owner
(Authorized Signature) (Representative Name, Title)

Travis Miller, Project Manager/Owner
(Printed Name and Title of Authorized Representative)

2/29/17
(Date)

304 389-7767
(Phone Number) (Fax Number)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|---|
| PRODUCER Henderson Insurance, Inc PO Box 278 3275 Teays Valley Road Hurricane, WV 25526 | CONTACT NAME: R. Calvin Damron II | FAX (A/C, No.): (304) 562-7700 |
| | PHONE (A/C, No. Ext): (304) 562-9681 | E-MAIL ADDRESS: calvin@hendersoninsurance.org |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Mountaineer Engineering & Transportation Solutions 68 Tasty Blend Way PO Box C Fraziers Bottom, WV 25082 | INSURER A : STATE AUTO PROPERTY & CAS INS CO | 25127 |
| | INSURER B : STATE AUTOMOBILE MUTUAL INS CO | 25135 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | PBP2686802 | 02/07/2017 | 02/07/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAP2399168 | 02/07/2017 | 02/07/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | PBP2686802 | 02/07/2017 | 02/07/2018 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WCP2224022 | 02/07/2017 | 02/07/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

West Virginia Department of Agriculture
1900 Kanawha Blvd., East
Charleston, WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REQUEST FOR QUOTATION

West Virginia Division of Natural Resources- Wildlife Resources Section
Open-End Contract for Herbicide Application at Various WMA's

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources' (WVDNR) Wildlife Resources Section to establish an open-end contract for the application of pre-timber harvest herbicide treatment. Services will be performed on Wildlife Management Areas throughout West Virginia; a map for location details is included as Exhibit B.

*Dyes, surfactants, carriers, and herbicides will be provided by the West Virginia Division of Natural Resources and are **not** the responsibility of the vendor.*

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 Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in WV OASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

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.

2.4 **"NNIS"** means Non-native Invasive Species.

2.5 **"Basil Spray"** means the application of herbicide by spraying it completely around stems 12-15 inches above ground line to point of runoff.

2.6 **"Hack and Squirt"** means the use of an applicator to inject a cull tree using a hatchet with a ground-down bid and a spray bottle of herbicide

2.7 **"Foliar Spray"** means application of herbicides to completely wet foliage.

2.8 **"Wildlife Management Areas"** means: Burnsville Lake WMA(Braxton), Chief Cornstalk WMA(Mason), Elk River WMA(Braxton), Frozen Camp WMA(Jackson), Handley WMA(Pocahontas), Hillcrest WMA(Hancock), Lewis Wetzel WMA(Wetzel), Pleasant Creek WMA(Barbour), R. D. Bailey Lake WMA (Logan, Mingo, and Wyoming), Sleepy Creek WMA (Berkeley and Morgan), Stonewall Jackson Lake WMA (Lewis and Upshur), and Wallback WMA. (Clay, Kanawha, and Roane)

REQUEST FOR QUOTATION

31

West Virginia Division of Natural Resources- Wildlife Resources Section Open-End Contract for Herbicide Application at Various WMA's

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 Must be a certified commercial pesticide applicator in one (1) of the following categories:

3.1.1 13c (hardwood tree release); or

3.1.2 Category 7 (right-of-way/ industrial weed).

Vendor should provide a copy of certification with Vendor's submitted bid response. Certification will be required prior to bid award Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

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 Basal spray - application to NNIS vines and shrubs and undesirable native woody trees and shrubs on West Virginia Division of Natural Resources managed property.

4.1.2 Hack and squirt and stump painting - application to NNIS and undesirable woody vegetation on West Virginia Division of Natural Resources managed property.

4.1.3 Foliar spray - application to NNIS and undesirable woody vegetation to West Virginia Division of Natural Resources managed property.

4.1.4 Must provide all labor and equipment for any or all the three application types outlined in 4.1.1, 4.1.2 and 4.1.3 used in combination per acre on West Virginia Division of Natural Resources managed property.

4.1.5 Contract deliverables must be completed between dates of 05/01/17 - 08/31/17.

REQUEST FOR QUOTATION

32

West Virginia Division of Natural Resources- Wildlife Resources Section
Open-End Contract for Herbicide Application at Various WMA's

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 specifying a fee per acre for each WMA. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Cost per acre (multiplied by) Estimated Acreage (equals) Extended Cost

The Pricing Pages contain a list of the applications and the 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.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendors may download MS Excel Exhibit A Pricing Page through wvOASIS VSS (Vendor Self-Serve) web site. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Guy.L.Nisbet@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 the per acre fee 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:

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources- Wildlife Resources Section
Open-End Contract for Herbicide Application at Various WMA's

- 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1 The following shall be considered a vendor default under this Contract.
 - 10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2 Failure to comply with other specifications and requirements contained herein.
 - 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4 Failure to remedy deficient performance upon request.
- 10.2 The following remedies shall be available to Agency upon default.
 - 10.2.1 Immediate cancellation of the Contract.
 - 10.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources- Wildlife Resources Section
Open-End Contract for Herbicide Application at Various WMA's

11. MISCELLANEOUS:

11.1 **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: Travis Miller

Telephone Number: 304 389 7767

Fax Number: None

Email Address: Tmiller@mountaincereng.com

Exhibit - A Pricing Page

West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for Herbicide Application at Various WMA's

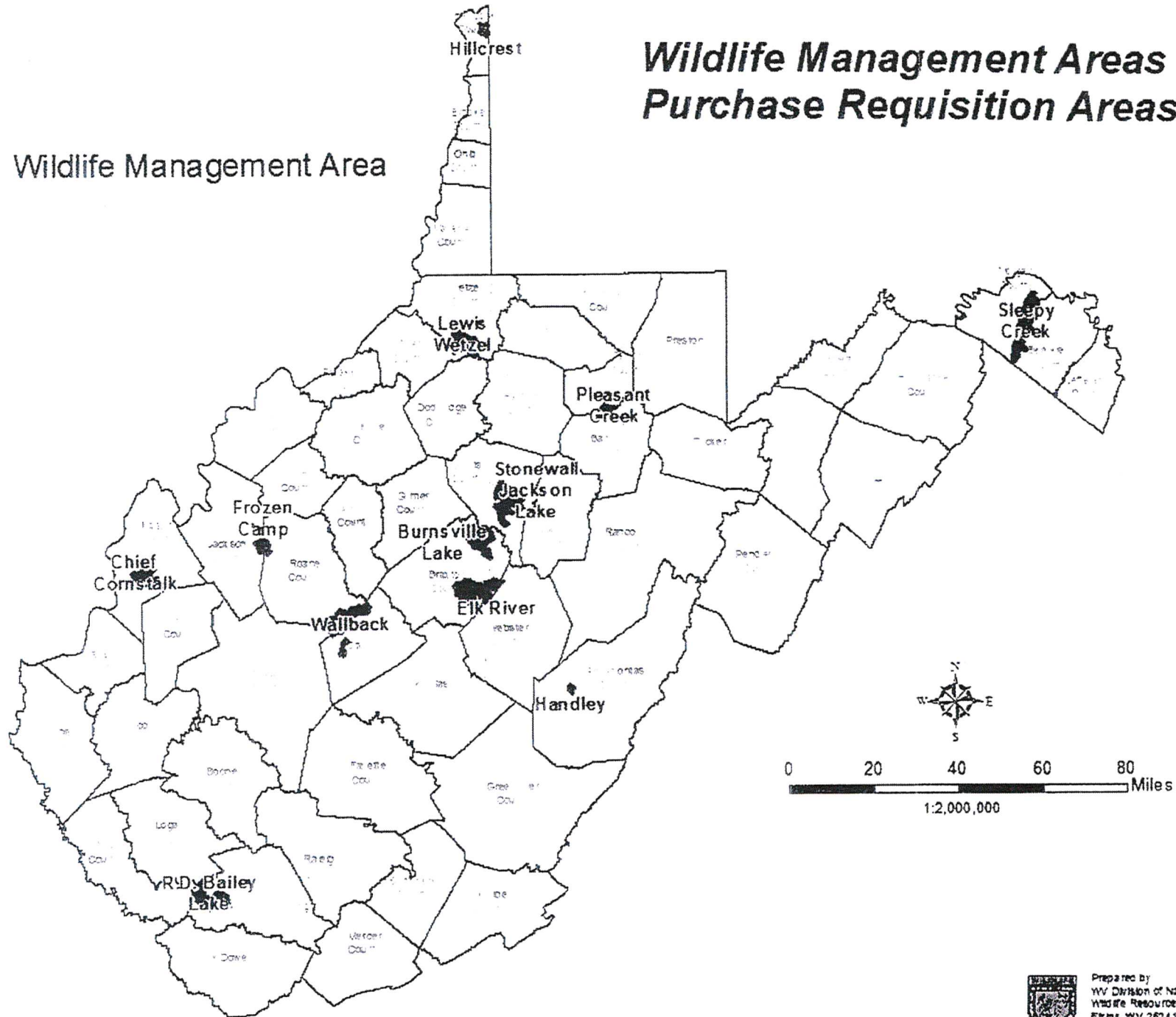
| <u>Location</u> | <u>Application Method</u> | <u>Cost per Acre</u> | <u>Estimated Acreage</u> | <u>Extended Cost</u> |
|--------------------------|---|----------------------|--------------------------|----------------------|
| Burnsville WMA | Foliar Spray | | 25 | |
| Chief Cornstalk WMA | Foliar Spray | | 15 | |
| Elk River WMA | Foliar Spray | | 50 | |
| Frozen Camp WMA | Foliar Spray | | 20 | |
| Handley WMA | Foliar Spray | | 5 | |
| Hillcrest WMA | Hack and Squirt | | 45 | |
| Lewis Wetzel WMA | Hack and Squirt | | 10 | |
| Lewis Wetzel WMA | Foliar Spray | | 20 | |
| Pleasant Creek WMA | Foliar Spray | | 10 | |
| R. D. Bailey WMA | Combination (Basal Spray, Foliar Spray and Hack and Squirt Spray) | | 20 | |
| Sleepy Creek WMA | Foliar Spray | | 5 | |
| Stonewall WMA | Foliar Spray | | 15 | |
| Wallback WMA | Hack and Squirt | | 10 | |
| TOTAL BID AMOUNT: | | | | |

Exhibit B

Wildlife Management Areas Purchase Requisition Areas



Wildlife Management Area



Prepared by
WV Division of Natural Resources
Wildlife Resources Section G.S.
Elkins, WV 26241
September 1, 2016

STATE OF WEST VIRGINIA
DEPARTMENT OF AGRICULTURE

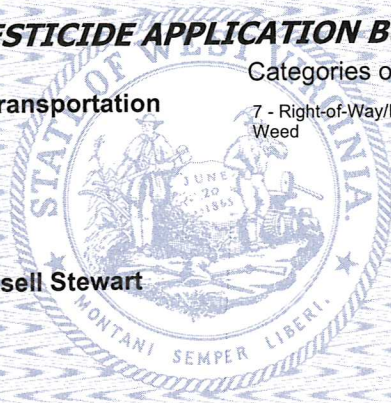
LICENSED PESTICIDE APPLICATION BUSINESS

Issued to:
**Mountaineer Engineering and Transportation
Solutio
68 Tasty Blend Way
Fraziers Bottom WV 25082**

Categories of Operation:

7 - Right-of-Way/Industrial Weed 13C - Hardwood Tree Release

Qualifying Individual: **James Russell Stewart**



License No: **1678**
Plants ID: **001947**
Date Issued: **3/6/2017**
Expiration Date: **12/31/2017**

Commissioner of Agriculture

SIGNATURE

NOT TRANSFERABLE

Has met the requirements of the State Code of West Virginia, Chapter 19, Article 16A, Section 7, to engage in the business of applying pesticides.

Visit <https://wvplants.wvda.us> for pesticide exam and recertification meeting locations and to review your business information. (Your Plants ID: 001947 and your Pin: 29127).

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:

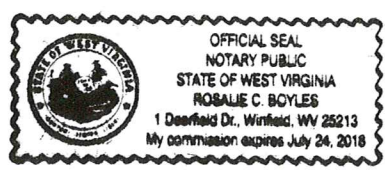
Vendor's Name: Mountaineer Engineering & Transportation Solutions, Inc
Authorized Signature: [Signature] Date: 2/27/17

State of WEST VIRGINIA
County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 27th day of FEBRUARY, 2017.
My Commission expires July 24, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 08/01/2015)



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.

1. **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 preceding 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.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting 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: Mountain Eng. & Trans. Solutions, Inc. Signed: Travis Miller
Date: 2/27/17 Title: Project Manager

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.