



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: 386543

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: 

SO Doc ID: DEP1800000010

Legal Name: MOUNTAINEER INFRASTRUCTURE LLC

Published Date: 12/1/17

Alias/DBA:

Close Date: 12/6/17

Total Bid: \$57,200.00

Close Time: 13:30

Response Date: 

Status: Closed

Response Time: Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 386543

Solicitation Description : Addendum No.01 - OSR NORTHERN OPEN-END SNOW REMOVAL

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-12-06 13:30:00	SR 0313 ESR12051700000002441	1

VENDOR
000000189324 MOUNTAINEER INFRASTRUCTURE LLC

Solicitation Number: CRFQ 0313 DEP1800000010

Total Bid : \$57,200.00 **Response Date:** 2017-12-05 **Response Time:** 14:24:35

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	\$95.000000	\$19,000.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description : SNOW REMOVAL BULLDOZER Crawler Dozer Caterpillar D-6H or Equal

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	\$1,500.000000	\$7,500.00

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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Winter storage fee for Crawler Dozer Preston County	5.00000	MO	\$1,500.000000	\$7,500.00

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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Pickup Truck with Snow Blade	200.00000	HOUR	\$80.000000	\$16,000.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Extended Description : SNOW REMOVAL - Pickup Truck with Snow Blade

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	APPLICATION OF LIMESTONE CHIPS WITH SPREADER.	30.00000	EA	\$90.000000	\$2,700.00

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.

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

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 OTHER 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: M.D. Evans Date: 12-5-17

State of WV

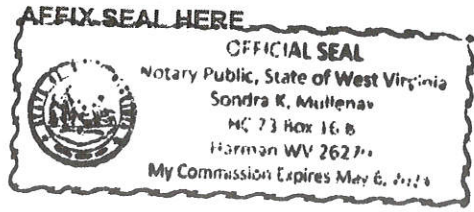
County of Tucker, to-wit:

Taken, subscribed, and sworn to before me this 5th day of December, 2017

My Commission expires May 6, 2024

NOTARY PUBLIC Sondra R. Mullena

Purchasing Affidavit (Revised 07/07/2017)



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: Mountaineer Infrastructure Signed: MB. Evans
Date: 12-5-17 Title: President

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

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 \$100,000 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.

"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)

Contracting Business Entity: Mountainair Infrastructure Address: 2376 Laneville Rd
Dry Fork WV 26263

Authorized Agent: Matt Evans Address: Same

Contract Number: CRFQ 0313 DEP18*10 Contract Description: OSR Northern 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: MB. Evans

Date Signed: 12-5-17

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 5th day of December, 2017

Sondra K. Mullenax

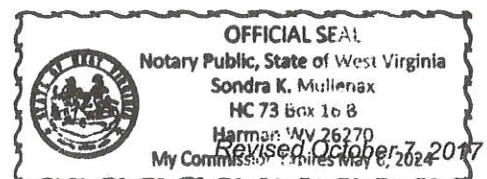
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



REQUEST FOR QUOTATION
NORTHERN OPEN-END SNOW REMOVAL

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 WVDEP/OSR 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.

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: Matt Evans

Telephone Number: 304 866-4953

Fax Number: 304 866-~~4953~~ 4329

Email Address: mevans4@lycos.com

ADDENDUM ACKNOWLEDGMENT FORM

SOLICITATION NO. DEP 18*10

INSTRUCTIONS: Please acknowledge receipt of all addenda issued with this Solicitation by completing this Addendum Acknowledgment Form, uploading it, and submitting it electronically with your bid. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result I bid disqualification.

ACKNOWLEDGMENT: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans, specifications, and other applicable bid documents.

Addendum Numbers Received:
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	Addendum No. 6
<input type="checkbox"/> Addendum No. 2	Addendum No. 7
<input type="checkbox"/> Addendum No. 3	Addendum No. 8
<input type="checkbox"/> Addendum No. 4	Addendum No. 9
<input type="checkbox"/> Addendum No. 5	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 the Vendor's representatives and any Department personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Mountaineer Infrastructure
Company

MA Evans
Authorized Signature

12-21-17
Date

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

WV Department of Environmental Protection

PROCUREMENT AFFIDAVIT

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.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Mountaineer Infrastructure LLC

Authorized Signature: MA. Evans Date: 3-8-17

State of WV

County of Tucker, to-wit:

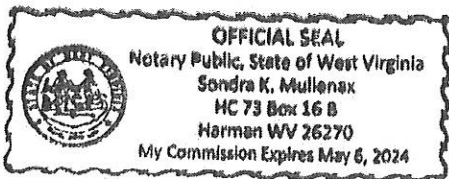
Taken, subscribed, and sworn to before me this 8th day of March, 2017.

My Commission expires May 6, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC Sondra K. Mullenax

Procurement Affidavit (Revised 06/06/2016)





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

STATE OF WEST VIRGINIA,

COUNTY OF Tucker, TO-WIT:

I, Matt Evans, after being first duly sworn, depose and state as follows:

1. I am an employee of Mountaineer Infrastructure; and,
(Company Name)
2. I do hereby attest that Mountaineer Infrastructure
(Company Name)

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

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

Printed Name: Mathew D. Evans

Signature: MR. Evans

Title: President

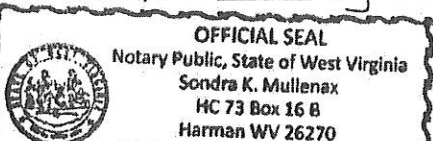
Company Name: Mountaineer Infrastructure

Date: 3-8-17

Taken, subscribed and sworn to before me this 8th day of March, 2017.

By Commission expires May 6, 2024

(Seal)



Sondra Mullenax
(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.

SIGNATURE PAGE

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

Mathew D. Evans President
Printed Name and Title

2376 Laneville Rd Dry Fork WV
Address

304 866 ⁴⁹⁵³ ~~4953~~ 304 866-~~8329~~
Telephone Number and Fax Number

mevans4@lycos.com
E-Mail Address

CERTIFICATION AND SIGNATURE: By 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 Department that cannot be unilaterally withdrawn; that the combined service and goods proposed meets the mandatory requirements in the Solicitation for the project, 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 the 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 agency of the State that may require registration.

Maintainer Infrastructure
Company

Mathew D Evans President
Printed Name and Title of Authorized Representative

MD. Evans
Signature

2376 Laneville Road Dry Fork WV 26263
Address

304 866-4953 866-4329
Telephone Number and Fax Number

mevans4@lycos.com
E-Mail Address