



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

State of West Virginia
 Request for Quotation
 32 - Reclamation

Proc Folder: 183832

Doc Description: Moundsville Landfill Manhole Installation

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-27	2016-03-31 13:30:00	CRFQ 0313 DEP1600000046	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Victory Construction Company
 PO Box 134
 Flemington, WV 26347
 304.677.5561

03/30/16 10:16:09
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

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

Signature X

Randall Kelly

FEIN #

55-0781517

DATE

3-28-16

All offers subject to all terms and conditions contained in this solicitation

Comm Code	Manufacturer	Specification	Model #
70131703			

Extended Description :

Repair liner system around manhole.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Seed and mulch all disturbed areas	1.00000	ACRE		3000.00

Comm Code	Manufacturer	Specification	Model #
70131703			

Extended Description :

Seed and mulch all disturbed areas

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre Bid Meeting at 11:00 AM, EST	2016-03-01
2	Tech Question Deadline at 5:00 PM, EST	2016-03-11

ADDITIONAL INFORMATION:

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR A CONTRACT FOR THE CITY OF MOUNDSVILLE LANDFILL MANHOLE AND VALVE INSTALLATION RECLAMATION PROJECT LOCATED IN MARSHALL COUNTY NEAR CITY OF MOUNDSVILLE, WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS AND DOCUMENTATION.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization/Demobilization	1.00000	LS		8000.00

Comm Code	Manufacturer	Specification	Model #
70131703			

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

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Excavation and backfill	1.00000	LS		10000.00

Comm Code	Manufacturer	Specification	Model #
70131703			

Extended Description :
Excavation and backfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Install Manhole	1.00000	LS		13000.00

Comm Code	Manufacturer	Specification	Model #
70131703			

Extended Description :

Install Manhole including removal of existing "wye" connection.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Install new Shut-off Valve	1.00000	LS		4000.00

Comm Code	Manufacturer	Specification	Model #
70131703			

Extended Description :

Install new Shut-off Valve including handle to surface elevation.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Repair liner system around manhole.	1.00000	LS		5000.00

BID SHEET

City of Moundsville Landfill Manhole and Valve Installation

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1 LS	Mobilization / De-mobilization (50% each, total not greater than 5% contract price)	\$ _____ LS	\$8000.00
2	1 LS	Excavation and backfill.	\$ _____ LS	\$10000.00
3	1 LS	Install manhole including removal of existing "wye" connection	\$ _____ LS	\$13000.00
4	1 LS	Installation of new shut-off valve including handle to surface elevation.	\$ _____ LS	\$4000.00
5	1 LS	Repair liner system around manhole.	\$ _____ LS	\$5000.00
6	1 AC	Seed and mulch all disturbed areas.	\$ _____ Acre	\$3000.00
TOTAL				\$43,000.00

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

Signature: Randall Kelley Date: 3-28-16

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.

Victory Construction Co.
Company

Randall Kelley
Authorized Signature

3-28-16
Date

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

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.

Victory Construction Co.
(Company)

Randall Kelley, owner
(Authorized Signature) (Representative Name, Title)

304.677.5561
(Phone Number) (Fax Number) (Date)



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

STATE OF WEST VIRGINIA,

COUNTY OF Taylor, TO-WIT:

I, Randall Kelley, after being first duly sworn, depose and state as follows:

1. I am an employee of Victory Construction Co; and,
(Company Name)
2. I do hereby attest that Victory Construction Co
(Company Name)

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

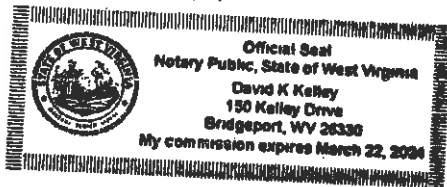
The above statements are sworn to under the penalty of perjury.

By: Randall Kelley
 Title: owner
 Company Name: Victory Construction Co.
 Date: 3-28-16

Taken, subscribed and sworn to before me this 28th day of March 2016

By Commission expires March 22, 2024

(Seal)



Randall K Kelley
 (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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Victory Construction Company
of Flemington, WV, as Principal, and The Gray Insurance Company
of Metairie, Louisiana, a corporation organized and existing under the laws of the State of LA
with its principal office in the City of Metairie, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, in the penal sum of five percent of bid (\$5% of total amount bid) 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
CRFQ 0313 Solicitation DEP160000046 Moundsville Landfill Manhole Installation - According to Plans and Specifications

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 Obligees 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 31st day of March, 2016.

Principal Seal

Victory Construction Company
(Name of Principal)
By Randall A. Killy
(Must be President, Vice President, or
Duly Authorized Agent)
owner
(Title)

Surety Seal

The Gray Insurance Company
(Name of Surety)
Kimberly J. Wilkinson
Attorney-in-Fact
Kimberly J. Wilkinson, WV Resident Agent

**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.**

THE GRAY CASUALTY & SURETY COMPANY

THE GRAY INSURANCE COMPANY

196452

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint Gregory T. Gordon, Allan L. McVey, Kimberly J. Wilkinson, and Patricia A. Moye of Charleston, West Virginia jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of March 2016



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

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: Victory Construction Co.

Authorized Signature: Randall Kelley Date: 3-28-16

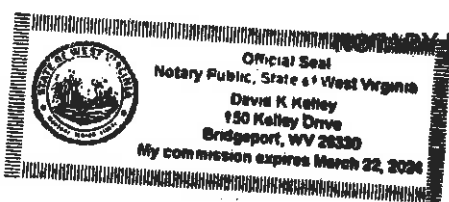
State of West Virginia

County of Taylor, to-wit:

Taken, subscribed, and sworn to before me this 28th day of March, 2016

My Commission expires March 22, 2024

AFFIX SEAL HERE



Randall Kelley