

Solicitation Response(SR) Dept: 0310 ID: ESR0427220000006743 Ver.: 1 Function: New Phase: Final

Modified by batch , 04/28/2022

Header  1


General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1030477	SO Doc Code: ARFQ
Procurement Type: Agency Master Agreement	SO Dept: 0310
Vendor ID: VS0000006984	SO Doc ID: DNR2200000027
Legal Name: VIRCO CONTRACTING INC	Published Date: 4/13/22
Alias/DBA:	Close Date: 4/28/22
Total Bid: \$61,500.00	Close Time: 13:30
Response Date: 04/27/2022	Status: Closed
Response Time: 16:35	Solicitation Description: Wildlife- Open-End Debris Removal and Cleanup for D-5
Responded By User ID: Vircocontracting	Total of Header Attachments: 1
First Name: Jessica	Total of All Attachments: 1
Last Name: Vir	
Email: jessica@vircocompany.c	
Phone: 3044150136	


Line	Commodity	CL Description	Total Price
1	72102905	Kanawha River Public Access Cleaning & Debris Removal	\$13,950.00
2	72102905	Elk River Public Access Cleaning & Debris Removal	\$13,950.00
3	72102905	Coal River Public Access Cleaning & Debris Removal	\$14,400.00
4	72102905	Guyandotte River Public Access Cleaning & Debris Removal	\$9,600.00
5	72102905	Mud River Public Access Cleaning & Debris Removal	\$4,800.00
6	72102905	Poca River Public Access Cleaning & Debris Removal	\$4,800.00

From 1 to 6 Total: 6


General Information **Commodity Information** Specifications Shipping and Handling Line Item Preference

Requested Quantity: 30.00000
 Bid Quantity:
 Requested Unit: HOUR
 Unit: HOUR 
 Unit Price:
 Delivery Days from Award:


General Information **Commodity Information** Specifications Shipping and Handling Line Item Preference

Requested Quantity: 30.00000
 Bid Quantity:
 Requested Unit: HOUR
 Unit: HOUR 
 Unit Price:
 Delivery Days from Award:


General Information **Commodity Information** Specifications Shipping and Handling Line Item Preference

Requested Quantity: 30.00000
 Bid Quantity:
 Requested Unit: HOUR
 Unit: HOUR 
 Unit Price:
 Delivery Days from Award:


General Information **Commodity Information** Specifications Shipping and Handling Line Item Preference

Requested Quantity: 20.00000
 Bid Quantity:
 Requested Unit: HOUR
 Unit: HOUR 
 Unit Price:
 Delivery Days from Award:

General Information **Commodity Information** Specifications Shipping and Handling Line Item Preference

Requested Quantity: 10.00000
 Bid Quantity:
 Requested Unit: HOUR
 Unit: HOUR 
 Unit Price:
 Delivery Days from Award:

General Information **Commodity Information** Specifications Shipping and Handling Line Item Preference

Requested Quantity: 10.00000
 Bid Quantity:
 Requested Unit: HOUR
 Unit: HOUR 
 Unit Price:
 Delivery Days from Award:

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.

J.R. Carte, ENGINEERING MANAGER
(Name, Title)

JASON R. CARTE, ENGINEERING MANAGER
(Printed Name and Title)

224 CAPITAL ST. CHARLESTON, WV 25301
(Address)

304-741-4659
(Phone Number) / (Fax Number)

JASON@VIRCOCOMPANY.COM
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

VIRCO CONTRACTING INC.
(Company)

Abel Vir, PRESIDENT
(Authorized Signature) (Representative Name, Title)

ABEL VIR, PRESIDENT
(Printed Name and Title of Authorized Representative)

4/27/22
(Date)

304-543-2709
(Phone Number) (Fax Number)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Virco Contracting, Inc.
of Charleston, WV, as Principal, and Nationwide Mutual Insurance Company
of Columbus, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Columbus, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) 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
Open End Debris Removal - District 5 - River Access Cleanup - Kanawha, Boone, Putnam Counties

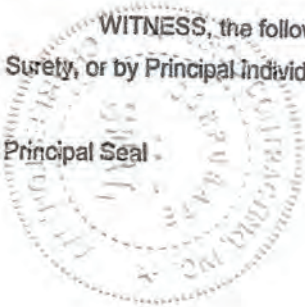
NOW THEREFORE,

- (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 Obligee 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 28th day of April, 2022.

Principal Seal



Virco Contracting, Inc.

(Name of Principal)

By [Signature]

(Must be President, Vice President, or
Duly Authorized Agent)

President

(Title)

Surety Seal

Nationwide Mutual Insurance Company

(Name of Surety)

By: [Signature]

Andrew K. Teeter, Licensed WV Resident Agent 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.**

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ANDREW K TEETER, DOUGLAS P TAYLOR, KIMBERLY L MILES, TAMMY SELBE

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne E. Dielo
Notary Public, State of New York
No. 02066126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne E. Dielo
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of April, 2022.

Laura B. Guy
Assistant Secretary



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV048448

CLASSIFICATION:

LANDSCAPING
EXCAVATION

VIRCO CONTRACTING INC
DBA VIRCO CONTRACTING INC
PO BOX 4183
CHARLESTON, WV 25364

DATE ISSUED

JANUARY 19, 2022

EXPIRATION DATE

JANUARY 19, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



WEST VIRGINIA
CONTRACTOR
LICENSING BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2022

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 Garlow Insurance Agency, Inc. P O Box 5052 Charleston WV 25361		CONTACT NAME: Lora Fields PHONE (A/C, No, Ext): (304)347-8972 E-MAIL ADDRESS: lfields@garlowinsurance.com FAX (A/C, No): (304)347-8973	
INSURED Virco Contracting P O Box 58314 Charleston WV 25358		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Commercial Sector Ins Brokers	NAIC # 000000
		INSURER B : Erie Ins Prop & Cas Co	NAIC # 26830
		INSURER C : AIG	NAIC # 000000
		INSURER D : Brickstreet	NAIC # 12372
		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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO-081383	07/26/2021	07/26/2022	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 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" 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			Q08-5840029	08/08/2021	08/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Phys Damage Ded \$ \$1000/\$1000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			019191133	07/26/2021	07/26/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCB1033452	01/20/2022	01/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers compensation includes WV Deliberate Intent and Blanket Waiver of Subrogation when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

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

 Fax:
 ACORD 25 (2016/03)

Email:

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PROCUREMENT 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: 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: Virco Contracting Inc.

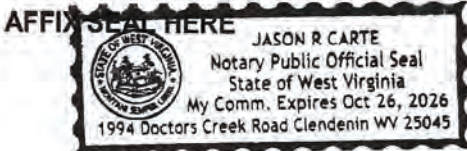
Authorized Signature: *Adl Vm* Date: 4/27/22

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 27th day of April, 2022.

My Commission expires 10/26, 2026.



NOTARY PUBLIC

Jason R. Carte



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

I, Abel Vir, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Virco Contracting Inc.; and,
2. I do hereby attest that Virco Contracting Inc.

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: Abel Vir
Signature: [Handwritten Signature]
Title: President
Company Name: Virco Contracting Inc.
Date: 4/27/22

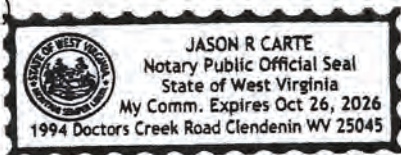
STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 27th day of April, 2022.

By Commission expires 10/26/26

(Seal)



[Handwritten Signature]
(Notary Public)