Solicitation Response(SR) Dept: 0310 ID: ESR10222500000002729 Ver.: 1 Function: New Phase: Final

Modified by batch, 10/23/2025

Header III 1 口

**General Information** Contact Default Values Discount Document Information Clarification Request

**Procurement Folder:** SO Doc Code:

1798581 **ARFQ** 

**Procurement Type:** SO Dept: Agency Purchase Order 0310 Vendor ID: SO Doc ID:

000000189728 DNR2600000007 **Published Date:** Legal Name:

ALL PUMPS SALES & SERVICE INC

Close Date: Alias/DBA: 10/23/25

Close Time: Total Bid: 13:30 \$485,000.00 Status: **Response Date:** Closed 10/22/2025

**Solicitation Description:** Response Time:

Parks: Panther State Forest WWTP Repair 21:09

Responded By User ID: **Total of Header Attachments:** 

viperess1996

First Name:

**Total of All Attachments:** Thomas

**Last Name:** Fellure

Email:

tfellure.espe@zoominternet.r

Phone: 304-453-5610



#### State of West Virginia Agency Request for Quote Construction

Proc Folder: 1798581 Reason for Modification: Doc Description: Parks: Panther State Forest WWTP Repair Proc Type: Agency Purchase Order **Date Issued Solicitation Closes** Solicitation No Version 2025-09-26 2025-10-23 13:30 ARFQ 0310 DNR2600000007

#### **BID RECEIVING LOCATION**

ALL BIDS MUST BE SUBMITTED ELECTRONICALLY

wvOASIS Vendor Self Service (VSS)

Register and bid online at:

www.wvOASIS.gov

WV 00000

US

#### **VENDOR**

**Vendor Customer Code:** 

Vendor Name: ALL- PUMPS SaleS+SPYVICE, INC.

Address:

2182 R+75 Street :

HENOVA City:

State:

Country:  $\mathcal{O}_{i} \leq \cdot$ Zip: 25530

Principal Contact: Tom Fellure

Vendor Contact Phone: 304-453-5610 Extension:

FOR INFORMATION CONTACT THE BUYER

James H Adkins (304) 558-3397

jamie.h.adkins@wv.gov

Vendor Signature

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

Date Printed: Sep 26, 2025

Page 1

FORM ID: WV-PRC-ARFQ-002 2020/05

**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.

Zom Zelline Pirsident
(Name, Title)
Tom Fellur President
(Printed Name and Title)
2182 Rt 75 HRLOUG WV 25530
(Address)
304-453-5610 304-453-5640
(Phone Number) / (Fax Number)
tfellure, PSPECZOOM, why wet, wet
(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.

ALL- Pemps Sales + Service, The
(Authorized Signature) (Representative Name, Title)
Tom Fellure President
(Printed Name and Title of Authorized Representative)
10 22 25 (Date)
204-453-5610 304-453-5640 (Phone Number) (Fax Number)

## EXHIBIT A - PRICING PAGE

### Panther State Forest Wastewater Treatment Plant Repair

Name of Vendor:	
rume of vendor.	ALL- Pumps Salas+ Sprice, Icc.
Address of V 1	
Address of Vendor:	2182 Rt 75 HRXOVA WV 25530
Phone Number of	
Vendor:	304-453-5610
WV Contractor's	XX XX Y
License No.:	WV- 059831
specifications, hereby pro a workmanlike manner, a The Base Bid shall consist not identified as an additive Total Bid: Lump sum for all labor,	ring examined the site and being familiar with the local conditions affecting the also being familiar with the general conditions to bidders, drawings, and apposes to furnish all materials, equipment, and labor to complete all work in a described in the Bidding documents.  Set of all the work described in the Project Manual, pre-bid, and any addendance alternate.
materials, and equipment necessary for a complete project.  Written in numbers.	\$485,000,00
Total Bid:	
Lump sum for all labor, materials, and equipment	Four Hundred And Eighty Fire Thousand Dollars And Zero Cents
necessary for a complete	7101
project. <b>Written in words.</b>	And Zero Cents

#### 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 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 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: (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: ALL Pumps Sales+.	Sellice, Inc.
	ellere Date: 10/22/25
State of Kentucky	, ,
County of Bogd, to-wit:	
Taken, subscribed, and sworn to before me this <u>ZZ</u> day of	OCTOBER , 2025.
My Commission expires 23 JANUARY	, 20 <u>28</u> .

**AFFIX SEAL HERE** 

Jason Matthew Helsel
Notary Public, ID KYNP84655
State at Large, Kentucky
My Commission Expires on Jan. 23, 2028

**NOTARY PUBLIC** 

Purchasing Affidavit (Revised 01/19/2018)



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

I, Ilongs G Fellus, after being first duly sworn, depose and state as follows:
1. I am an employee of Alt Puns Sals + Savia, Tuc.; and, (Company Name)  2. I do hereby attest that Alt-luns Sals + Savia, Tuc.
2. I do hereby attest that ALL- Company Name)
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with <b>West Virginia Code</b> §21-1D.
The above statements are sworn to under the penalty of perjury.
Printed Name: Themas G FRICOUP Signature: Chamas Stallens  Title: President  Company Name: ALL-Pungs Salest Service, Frances  Date: 10 22/25
STATE OF WEST-VIRGINIA, Kentucky - JH
COUNTY OF Boya TO-WIT:
Taken, subscribed and sworn to before me thisday of
By Commission expires 23 JANUARY 2028
(Seal) (Notary Public)

Bond No.: CIC1962644

	Agency REQ.P.O#	
	BID BOND	,
KNOW ALL MEN BY THESE PRESE	ITS, That we, the undersigned, All Pumps Sa	les & Service, Inc.
of 2182 Route 75	Kenova, WV 25530 as Principa	l, and Capitol Indemnity Corporation
of <u>P.O. Box 5900</u> , <u>Madison</u> ,	WI 53705-0900 a corporation organized and	existing under the laws of the State of
Wisconsin with its principal office in the	City of Madison, as Surety,	are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum o	Five Percent (5%) of Amount Bid (\$ 5% of Am	ount Bid) for the payment of which,
well and truly to be made, we jointly and severa	ly bind ourselves, our heirs, administrators, ex	ecutors, successors and assigns.
The Condition of the above obligation	n is such that whereas the Principal has sut	omitted to the Purchasing Section of the
Department of Administration a certain bid or pre- Panther State Forest WWTP Repair	posal, attached hereto and made a part hered	of, to enter into a contract in writing for
Solicitation # ARFQ 0310-DNR2600000007	-1	
·		
NOW THEREFORE,		
the agreement created by the acceptance of sai full force and effect. It is expressly understood event, exceed the penal amount of this obligation	and the Principal shall enter into a contract ds and insurance required by the bid or proposed bid, then this obligation shall be null and voice and agreed that the liability of the Surety for as herein stated.	sal, and shall in all other respects perform 1, otherwise this obligation shall remain in any and all claims hereunder shall, in no
WITNESS, the following signatures and	seals of Principal and Surety, executed and s	sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is a		
		,,
Principal Seal	All Pump	s Sales & Service, Inc.
		(Name of Principal)
	ву (В	anal Deller
	(Mus	t be President, Vice President, or
	Pa	Duly Authorized Agent)
The second secon		SIGNOT
Comment of the second		(Title)
Pulmata (Mah)	Capitol I	ndemnity Corporation
Surety Seal	- Capitol II	(Name of Surety)
		traine or earety)
		-
The second second	16	100
LE NOTAGE	Rita Jorgen	son, 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.

#### **ACKNOWLEDGMENTS**

#### Acknowledgment by Principal if individual or Partnership 1. STATE OF \_\_\_\_\_ 2. County of 3. I, \_\_\_\_\_, a Notary Public in and for the 4. county and state aforesaid, do hereby certify that whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county. 5. Given under my hand this day of 6. Notary Seal (Notary Public) 8. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ Acknowledgment by Principal if Corporation 9. STATE OF KEntucky 10. County of Boy d 11 1, Jasen M. Helsel 12. county and state aforesaid, do hereby certify that Thomas GFR//CVC \_\_\_\_\_, a Notary Public in and for the signed the foregoing writing for 14.- a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation. 2219 15-Given-undernov band this day of October Jason Matthew Helsel State at Large, Kentucky (Notary Public) My Commission Expires on Jan. 23, 2028 23 day of JANUARY 20 28 Acknowledgment by Surety 19. STATE OF MINNESOTA 20. County of CHIPPEWA 21. I, \_\_\_\_ Leanne C Duis \_\_\_\_\_, a Notary Public in and for the 22. county and state aforesaid, do hereby certify that Rita Jorgenson 23 who as, Attorney-In-Fact \_\_\_\_signed the foregoing writing for Capitol Indemnity Corporation 24. \_ \_\_\_\_ a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation. 25. Given under my hand this 20th 26. Notary Seal LEANNE C DUIS NOTARY PUBLIC (Notary Public) MINNESOTA My Commission Expires Jan. 31, 2028 28. My commission expires on the January 20 28 Sufficiency in Form and Manner of Execution Approved Attorney General By:

(Deputy Attorney General)

# CAPITOL INDEMNITY CORPORATION POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

JACK ANDERSON; RONALD KAIHOI; RITA JORGENSON -----

CIC1962644

Bond Number

	its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of			
	ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000,000			
	This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.			
	"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and 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 signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."			
	In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.			
	In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.			
	IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.			
	Ryan J. Byrnes Senior Vice President, Chief Financial Officer and Treasurer  Suzanne M. Broadbant Assistant Secretary  STATE OF WISCONSIN.  CAPITOL INDEMNITY CORPORATION  SEAL  John L. Sennott, Jr. Chief Executive Officer and President			
	Chief Financial Officer and Treasurer  Suzanne M. Broadbant Assistant Secretary  John L. Sennott, Jr. Chief Executive Officer and President			
	STATE OF WISCONSIN COUNTY OF DANE S.S.:			
	On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.    A			
	STATE OF WISCONSIN COUNTY OF DANE  S.S.:  David J. Regele Notary Public, Dane Co., WI My Commission Is Permanent			
	I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.			
	Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of October 20 25			
	SEAL  Andrew B. Diaz-Matos Senior Vice President, General Counsel and Secretary			
T A	HIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE UTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.			

# **CONTRACTOR LICENSE**





NUMBER: WV059831

#### **CLASSIFICATION:**

GENERAL BUILDING SPECIALTY

ALL PUMPS SALES & SERVICE INC 2182 RT 75 KENOVA, WV 25530

DATE ISSUED

**EXPIRATION DATE** 

**AUGUST 6, 2025** 

**AUGUST 6, 2026** 

Authorized Signature

Chair, 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.