



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**

RFQ NUMBER:
DJS010241

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JOHN ABBOTT
 304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

**BABCOCK FENCE COMPANY
 214 RIVERVIEW LANE
 LOWELL, OH 45744**

DIVISION OF JUVENILE SERVICES
 LORRIE YEAGER JUVENILE CENTER

907 MISSION DRIVE
 PARKERSBURG WV
 26101

304-558-9800

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/22/2008	30 days	FOB YEAGER	YEAGER	NONE

BID OPENING DATE: **02/27/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		988-15	\$168,950.00	\$168,950.00
<p>SECURITY FENCE INSTALLATION</p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT TO INSTALL SECURITY FENCING AT THE LORRIE YEAGER JUVENILE CENTER, PER THE SPECIFICATIONS.</p> <p>MANDATORY ON-SITE PRE-BID: 2/12/08; 10:30 AM 907 MISSION DRIVE PARKERSBURG, WV 26101</p> <p>FAILURE TO ATTEND THE PRE-BID WILL RESULT IN BID DISQUALIFICATION.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR WOOD COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **760 896 2211** DATE: **2/25/08**
 TITLE: **owner** FEIN: **31-1246960** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
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 Purchasing Division
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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304-558-2544

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BABCOCK FENCE CO.
214 RIVERVIEW LANE
LOWELL, OH 45744
(740) 896-2211

DIVISION OF JUVENILE SERVICES
LORRIE YEAGER JUVENILE CENTER
907 MISSION DRIVE
PARKERSBURG WV
26101 **304-558-9800**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/22/2008	30 DAYS		YEAGER	NONE

BID OPENING DATE: **02/27/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE</p>						

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SIGNATURE: <i>[Signature]</i>	TELEPHONE: 740 896 2211	DATE: 2/25/08
TITLE: owner	FEN: 31-1246960	ADDRESS CHANGES TO BE NOTED ABOVE

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(740) 896-2211

DIVISION OF JUVENILE SERVICES
LORRIE YEAGER JUVENILE CENTER
907 MISSION DRIVE
PARKERSBURG WV
26101 **304-558-9800**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/22/2008	30 DAYS		UNPAID	None
BID OPENING DATE: 02/27/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES</p>		

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SIGNATURE *[Signature]* TELEPHONE **740 896 2211** DATE **2/25/08**

TITLE **owner** FEIN **31-1246960** ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ COPY
 TYPE NAME/ADDRESS HERE

ADDRESS

**BARCOCK FENCE CO.
 214 RIVERVIEW LANE
 LOWELL, OH 45744
 (740) 896-2211**

SHIP TO

**DIVISION OF JUVENILE SERVICES
 LORRIE YEAGER JUVENILE CENTER
 907 MISSION DRIVE
 PARKERSBURG WV
 26101 304-558-9800**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/22/2008	30 Days		YEAGER	
BID OPENING DATE: 02/27/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID</p>						

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BABCOCK FENCE CO.
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 (740) 696-2211

SHIP TO

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/22/2008	30 Days		WV	

BID OPENING DATE: 02/27/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 <i>RECEIVED MSB</i></p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 740 596 2211	DATE 2/25/08	
TITLE Owner	FEIN 31-1246960	ADDRESS CHANGES TO BE NOTED ABOVE	

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/22/2008	30 DAYS		YEAGER	
BID OPENING DATE: 02/27/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>..... SIGNATURE</p> <p><i>Babcock Fence Co.</i> COMPANY</p> <p><i>2/25/08</i> DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	740 896 2211	2/25/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
owner			

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VENDOR

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BABCOCK FENCE CO.
 214 RIVERVIEW LANE
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 (740) 896-2211

SHIP TO

DIVISION OF JUVENILE SERVICES
 LORRIE YEAGER JUVENILE CENTER
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 PARKERSBURG WV
 26101 304-558-9800

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/22/2008	30 DAYS		WEAGER	

BID OPENING DATE: 02/27/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS NAME: <i>Babcock Fence Company</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV031115</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE 740 896 2211	DATE 2/25/08
TITLE <i>owner</i>	FEN 31-1246960	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/22/2008	30 DAYS		UPPER	

BID OPENING DATE: **02/27/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: JOHN ABBOTT----- REQ. NO.: DJS010241----- BID OPENING DATE: 2/27/2008----- BID OPENING TIME: 1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 740 896 2277 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- Mike Babcock -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mike Babcock</i>	TELEPHONE 740 896 2211	DATE 2/25/08
TITLE owner	FEIN 31-1246960	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR ADDRESS

**BABCOCK FENCE CO.
 214 RIVERVIEW LANE
 LOWELL, OH 45744
 (740) 896-2211**

SHIP TO

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/22/2008	30 days		YEAGER	

BID OPENING DATE: **02/27/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DJS010241 ***** TOTAL:						<u>\$68950.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **740 896 2211** DATE: **2/25/08**

TITLE: **owner** FEIN: **31-1246960** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**WV Division of Juvenile Services
Request for Quotation
For Security Fencing & Installation
At Lorrie Yeager Juvenile Center
DJS010241**

PART I – GENERAL

1.1 Description

Furnish all labor, materials, tools and equipment necessary to complete all security fencing installation as shown on the drawings/schedules provided in an addendum to be submitted after a scheduled site visit, and as specified herein.

Fence is noted "Recreational Area Fence" on drawings.

Related Work Specified Elsewhere:

- a. Earthwork
- b. Cast-In Place Concrete
- c. Metal Fabrication
- d. Security Hardware
- e. Wire and Conduit
- f. Fence Protection system

1.2 APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification. The publications are referred to in the text by the basic designation only.

American Society for Testing and Materials (ASTM)

ASTM A153-82 (1987)	Specification for Zinc Coating (Hot-Dip) On Iron and Steel Hardware
ASTM A392-89	Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A491-89	Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A53-89a	Pipe, Steel, Black and Hot-Dipped Zinc Coated (Galvanized) Welded and Seamless, for Ordinary Uses
ASTM A446-89	Specification for Steel, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality
ASTM A824-86	Specification for Metallic-Coated Steel Marcellled+ Tension Wire for Use with Chain-Link Fence
ASTM B117-90	Method of Salt Spray (Fog Testing)
ASTM F567-84	Practice for Installation of Chain-Link Fence
ASTM A121-86	Zinc-Coated (Galvanized) Steel Barb Wire
ASTM C150-86	Specification for Portland Cement
ASTM C33-86	Specification for Concrete Aggregates

Federal Specifications (FS)

FS RR-F-191 General . . . fencing, wire and post, metal (and gates, chain-link fence fabric and accessories)

1.3 QUALITY ASSURANCE

- A. Provide fencing and gates as complete units controlled by a single source including necessary erection accessories, fittings and fastenings.
- B. Provide fencing and gates bearing the trademark of the "Chain Link Fence Manufacturer's Institute".
- C. A minimum of three equivalent installations and five years of installation experience will be required of the fencing installer.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and installation instructions for fencing (fabric and framing), gates and accessories. Include recommendations for proper storage and handling of materials.
- B. Certification: Submit certification signed by the manufacturer that all products supplied on this project comply with the specifications.
- C. Submit shop drawings showing plan(s), elevations and all details for construction of security fencing. Include details of gates, posts, rails, frames, post tops, support arms, tension wires, bands and bars, sliding gate operators and all other components.
- D. Documentation of installers' experience: Submit references on three equivalent installations. Include names and phone numbers of references.

1.5 COORDINATION, DELIVERY, STORAGE AND HANDLING

- A. Installer shall be available for Security Coordination Meeting to be held at the job site and scheduled by the Contractor.
- B. Deliver material to the site in an undamaged condition. Carefully store material off the ground to provide proper protection against oxidation.
- C. When handling material, care shall be taken not to damage framing or fabric in any way. Damaged material including, but not limited to, deformed fabric shall be rejected and removed from the site.
- D. All gate operators and locks shall be coordinated with SECURITY HARDWARE for keying and ELECTRICAL and ELECTRONIC SECURITY for power, control and operation.

PART II – PRODUCTS

2.1 General

- A. Manufacturers: Subject to compliance with these specifications, provide products of one of the following.

1. Galvanized Steel Framing and Fabric
 - a. American Security Fence Corp, Seymour, CT
 - b. Anchor Fence, Inc. Baltimore, MD
 - c. Southeastern Wire, Tampa, FL
 - d. Allied Tube and Conduit Fence Division, Harvey, IL

2. Barbed Tape

- a. American Security Fence Corp., Seymour, CT
- b. Allied Tube and Conduit Fence Division, Harvey, IL
- c. MRM Security Systems, Inc. Waterbury, CT
- d. Michael Industries, Newark, OH

B. Used, re-rolled or re-galvanized materials are not acceptable.

C. Dimension indicated for pipe, roll-formed and H-sections are outside dimensions, exclusive of coatings.

2.2 FENCING FABRIC

- A. Steel Fabric: No. 9 ga. ($0.148" \pm 0.005"$) steel wires, 2" mesh, with top selvage knuckled for fabric 60" high and under, and both top and bottom selvages twisted and barbed for fabric over 60" high. The bottom of sliding gate fabric shall be knuckled, the top twisted and barbed. Swing gate fabric shall be knuckled. The intermediate horizontal joining of fabric for the 12-foot fence shall be knuckled. Completed fabric shall be capable of withstanding tensile strength test of 85,000 psi and 1,200 minimum pounds breaking strength.

1. Furnish one-piece fabric widths for fencing up to 12'-6" high.

- a. Fabric Finish: Galvanized, ASTM A392, Class I, with not less than 1.2 oz zinc per sq. ft. of surface.

2.3 FRAMING ACCESSORIES

- A. Steel Framework, General: Shall conform to Federal Specification RR-F-191, fence, posts, gates and accessories, except as herein modified. All posts, rails and braces shall conform to FS RR-F-191/3C, Class 1, Grade A or Grade B and the requirements specified herein. Steel pipe, Grade A, heavy wall, round, shall be produced to conform to ASTM A53 standard weight (Schedule 40), except the hydrostatic testing requirement is waived, and shall have a minimum of 2 ounces of zinc coating per square foot. Steel pipe, Grade B, light wall, round, shall be manufactured by Cold-Rolling High Frequency Welding. The steel shall conform to ASTM A446 Grade D. The exterior surface shall be given a hot-dipped zinc coating of 1.0 ± 0.15 ounce per square foot followed by a chromate conversion coating and 0.5 ± 0.2 mil of clear acrylic. The interior surface shall have hot-dipped zinc coating of 1.0 ± 0.10 ounces per square foot followed by a chromate conversion coating. The product of the yield strength and the section modulus shall not be less than that of pipe conforming to ASTM A53. Standard post lengths or

setting in ground or in concrete shall be as required for conditions shown.

1. Framework Performance Test: Pipe and tubing shall meet the following performance criteria when subjected to salt spray testing in accordance with ASTM B117:
 - a. Exterior: 1,000 hours with maximum 5 percent red rust.
 - b. Interior: 650 hours with maximum 5 percent red rust.
 2. All accessories shall be hot-dip galvanized in accordance with ASTM A153.
- B. End, Corner and Pull Posts: Minimum sizes and weighs as follows:
1. Up to 6' fabric height, 2.875" OD steel pipe, 4.64 lbs. per lin. 3.5"x3.5" roll-formed sections, 4.85 lbs. per lin. ft., pipe 2-8750.0, 5.79 lbs. per lin. ft. (Schedule 40).
 2. Over 6' fabric height, 4" OD 9.11 lbs. per lin. ft (Schedule 40) or Grade B steel tubing, 4" O.D., 6.56 lbs. per lin. ft.
- C. Line Posts: Space 10' o.c. maximum, unless otherwise indicated, of following minimum sizes and weights.
1. Up to 8' fabric height, 2.375" OD steel pipe, 3.65 lbs. per lin. ft. (Schedule 40) or 2.25"x1.875" H-sections, 2.64 lbs. per lin. ft or Grade B steel tubing, 2.375 O.D., 3 – 11 lbs. per lin. ft.
 2. Over 8' fabric height, 2.875" OD steel pipe, 5.79 lbs. per lin. ft. (Schedule 40) or 2.25"x1.875" H-sections, 3.26 lbs. per lin. ft. or Grade B steel tubing 2.87 O.D., 4 – 64lbs. per lin. ft.
- D. Gate Posts: Furnish posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:
- | 1. Leaf Width | Gate Post | Lbs./lin. Ft. |
|-----------------|----------------|---------------|
| Up to 12' | 4.000" OD pipe | 9.11 |
| Over 12' to 18' | 6.625" OD pipe | 18.97 |
| Over 18' | 8.625 OD pipe | 28.55 |
- E. Rail (Top, Intermediate and Bottom): Provide manufacturer's longest lengths with expansion type couplings, approximately 6" long, for each joint. Provide means for attaching top rail securely to each gate, corner, pull and end post.
1. 1.66" OD pipe, 2.27 lbs. per ft. or 1.625"x1.25" roll-formed sections. 1.35 lbs per ft. or Grade B steel tubing: 1.660 O.D., 1.82 lbs. per lin. ft.
 2. Rails for the intermediate and bottom locations shall be connected to the line and terminal post using boulevard bands. Attachment bolts for bands shall be 5/16 inches x 1-1/2 inch

carriage bolts with nuts. Each bolt shall be preened after being installed.

- F. Post Tops: Post tops shall be pressed steel, or malleable iron, designed as a weather tight closure cap for posts. Provide one cap with loop to receive tension wire or top rail for each post; unless equal protection is afforded by combination top cap and barbed wire supporting arm where barbed wire or barbed tape is required.
- G. Tension Wire: Tension wire shall be seven gauge, Class III, hard-tempered carbon steel hot dip galvanized (ASTM A824). Hog rings for attaching the wire to the fabric shall be installed at intervals not exceeding 24 inches.
- H. Wire Ties: Nine gauge steel to match fabric core material.
- I. Post Brace Assembly: Manufacturer's standard galvanized adjustable turnbuckle at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. Use same materials as top rail for brace, and truss to line posts with 0.375" diameter rod and galvanized adjustable turnbuckle.
- J. Stretcher Bars: One-piece lengths equal to full height of fabric with minimum cross-section of 3/16" X 3/4". Provide one stretcher bar for each gate and end post, and two for each corner and pull post.
- K. Stretcher Bar Bands: Bar bands shall be heavy-pressed steel, 3/4" x 1/10" nominal to secure tension bars to tubular end, corner, pull, gate posts and embedded angles. Space bar bands not more than 15 inches on center.
- L. Post Braces: Post braces shall be of the same material as the rails and shall extend from the terminal, corner or pull post to the first adjacent line post. Braces shall be securely fastened to the posts by heavy-pressed steel and malleable fittings, and then securely trussed from line post to base of terminal post with 3/8" truss rod equipped with an adjustable galvanized turnbuckle.
- M. Fittings: Malleable steel, cast iron or pressed steel, Fittings to include extension arms for barbed wire, stretcher bars and clamps, clips, tension rod, brace rod, hardware, fabric bands and fastenings, and all accessories.
- N. Barbed Wire Support Arms: Manufacturer's standard barbed wire support arms metal and finish to match fence framework, with provision for mechanical anchorage to posts and attaching three rows of barbed wire to each arm. Supporting arms shall be integral with post top weather cap and must be capable of withstanding 25 lbs. downward pull at outermost end. At corner post, use corner arms of one-piece malleable steel mechanically fastened to the post. Provide the following type(s) and see fence types for locations:

1. Single 45 degrees arm; for 3-strand barbed wire, one for each post.
- O. Barbed Wire: 2-strand, 12-1/2 ga. Wire with 14 ga. 4-point barbs spaced not more than 5" o.c., wire shall conform to ASTM A121, Class I, and shall be hot-dip galvanized steel.
- P. Barbed Tape:
1. Barbed tape coil shall be 30" diameter. Barbed tape material shall be 430 stainless steel hardened to Rockwell (30N) 40-45. Strip shall measure 0/025" by 1" before fabrication. The barb clusters shall be spaced 4 inches on center with individual needle-sharp barbs having a length not less than 1.2 inches. [Each loop shall have 23-barb clusters. The barbed tape shall be permanently cold-clenched over a spring steel wire having a tensile strength of 130,000 psi and a diameter of 0.098 inch.

The barbed tape shall have a minimum 230⁰ wrap about the core wire. The center core wire shall be 0.098" diameter austenitic stainless steel. The stainless steel strip between barb clusters shall be 0.325" wide minimum, after roll forming in order to create two cut-resistant, strengthening flanges extending out from the wire. These flanges shall taper off in the immediate vicinity of the barb cluster to allow maximum barb penetration. Adjacent helical coils shall be clipped together in five locations and the circumference to obtain a concertina effect. Attachment spacing of the extended coil shall be 12" ± 2". Each coil shall have 51 loops and cover 25'-0", when fully extended. Clips shall be fabricated from stainless steel. Clip dimensions are 0.065" x 0.375". Clips shall be capable of withstanding a minimum pull load of 100 pounds.

 - a. Twistable wire ties for securing the barbed tape shall be 18-gauge stainless steel.
 - b. Hog Ring for securing barbed tape shall be a minimum of 11-gauge stainless steel.
 2. Barbed tape obstacle shall be (30") diameter fabricated from ISI301 series stainless strip hardened to Rockwell (30N) 50-55. Clusters of four barbs having a maximum tip radius of .005" shall be punched 4" on center. Barb cluster width shall be 1.210". Barbs shall have a minimum length of 1.2". Barbs shall be alternately offset from the tape centerline .15-.45". Each coil loop shall contain 24 ± 1-barb clusters. Adjacent coil loops shall be alternately spot welded at five points of approximately equal spacing about the perimeter in such a way as to prevent any slipping of one past the other at the point of attachment. Each welded attachment shall be capable of surviving a minimum

pure tensile load of 400# (1) jacketed stainless steel wire rope 7x7 strand to each coil loop along the length of the obstacle. Wire rope shall fix the concertina opening at $12" \pm 1'-0"$ coil loops shall cover $50' \pm 2'$.

- a. Twistable wire ties for securing the barbed tape shall be 18-gauge stainless steel.
- Q. Concrete: Provide concrete consisting of Portland cement, ASTM C150, aggregates ASTM C33, and clean water. Mix materials to obtain concrete with minimum 28-day compressive strength of 2500 psi using at least four sacks of cement per cu. yd., 1" minimum size aggregate, maximum 3" slump, and 2% to 4% entrained air.

2.4 GATES

- A. Gate Types: Gates shall be swing or sliding as indicated on the drawings, complete with latches, stops, keeper and hinges [or rollers and roller tracks].
- B. Gate Sizes:
 - 1. Swing Gate Frames Height up to 6'-0" high and leaf width 8'-0" or less.
 - a. Pipe: 1.660" OD, 2.27 lb. per lin. ft., Schedule 40.
 - b. Grade B Steel Tubing: 1.660" OD, 1.84 lb. per lin. ft.
 - 2. Swing Gate Frames Height 6'-0" to 12'-0" or leaf width exceeding 8'-0":
 - a. Pipe: 1.90" OD, 2.72 lb. per lin. ft., Schedule 40.
 - b. Grade B Steel Tubing: 1.90" OD, 2.28" lb. per lin. ft.
 - 3. Swing Gate Frames Height 12'-1" to 16'-0".
 - a. Pipe: 2.375" OD, 3.65 lb. per lin. ft., Schedule 40.
- C. Gate Frames: Assemble gate frames by welding or with special steel fitting and rivets for rigid connections. Install mid-height horizontal rails on all gates over 10-foot high. When width of gate leaf exceeds 10 feet, install mid-distance vertical tubing of the same size and weight as frame member. Provide truss rods as cross bracing to prevent sag or twist. All welding connections shall be painted with three coats of zinc rich paint.
- D. Gate Fabric: Fabric shall be the same type as used in the fence construction. The fabric shall be attached securely to the gate frame at intervals not exceeding 12 inches. Secure fabric to frame with tension bars, tension bands and 9-gauge steel wire.
- E. Gate Accessories: Gate accessories shall be hot-dip galvanized with zinc coating of no less than 2 ounces of zinc per square foot. Gate latches, stops, and keepers shall be provided as appropriate for all gates. Latches shall have a plunger-bar or center drop rod of full gate height arranged to

engage the center stop, except that for single leaf gates, gate latch shall be a forked gravity drop bar with positive locking features. Latches shall be arranged for locking with specified locking hardware. Center stops shall consist of a device arranged to be set in concrete and to engage a plunger-bar of the latch of double gates. Locking devices shall be constructed so that the center drop rod or plunger bar cannot be raised when locked. No stop is required for single gates. Keepers shall consist of a mechanical device for securing the free end of the gate when in the full open position. Gates and post shall be modified as required to receive hardware including locking and operating mechanisms as herein specified.

- F. Gate Hinges: Hinges shall be security type of adequate heavy duty strength for gate and with large bearing surfaces for clamping in position. The hinges shall not twist or turn under the action of the gate. The gates shall be capable of being opened and closed easily by one person.
 - 1. Hinges: Shall be a non-lift-off type, offset to permit 180° swing, and of suitable size and weight to support gate. Provide 1-1/2" pair of hinges for each leaf over 6 feet high.
- G. Gate Modifications: Key access ports shall be installed where required for hardware access.
- H. Double Leaf Gates: Size and configuration shall be as indicated. Provide gate stops for all double gates, consisting of mushroom type or flush plate with anchors. Set in concrete to engage the center drop rod or plunger bar. Provide locking device and padlock eyes as an integral part of the latch, requiring one padlock for locking both gate leaves where padlocks are called for.
- I. Barbed Wire at Gates: Where barbed tape is indicated above gates, extend end members of gate frames and prepare to receive tension wire to support barbed tape. Provide specified accessories to attach barbed tape to tension wire.
- J. Barbed Tape at Gates: Where barbed tape is indicated above gates, extend end members of gate frames and prepare to receive tension wire to support barbed tape. Provide specified accessories to attach barbed tape to tension wire.
- K. Gate Hardware: Provide for hardware for each gate as per the gate schedule and the SECURITY HARDWARE section 11 194.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Installation of fencing shall meet the requirements of ASTM F567. Erect fencing in straight lines between angle points by skilled mechanics experienced in this type of construction. Erect in accordance with these Specifications and manufacturer's recommendations as approved in the shop drawings.

- B. Do not begin installation and erection before final grading is completed, unless otherwise permitted.
- C. Excavation: Drill or hand-excavate grade beams and holes for posts to dimensions and spacing indicated. Excavation is to be in firm, undisturbed or compacted soil. Use post-hole digger for posts.
 - 1. If not indicated on drawings, excavate holes for each post to minimum diameters as recommended by fence manufacturer, but not less than four times the largest cross-section of the post.
 - 2. Unless otherwise indicated, excavate hole-depths approximately 3" lower than post bottom, with bottom of posts set not less than 36" below finish grade surface.
 - 3. Setting posts in rock: Drill holes into solid rock 1" wider than pipe diameter, 18" deep for end, pull, corner and gate posts; 12" deep for line posts. Set posts into holes and fill annular space with non-shrink grout.
- D. Setting Posts: Center and align posts in holes 3" above bottom of excavation.
 - 1. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
 - a. Unless otherwise indicated, extend concrete footings 2" above grade and trowel to a crown to shed water.
 - b. The top surface of the grade beam shall have a crown watershed finish, unless otherwise shown on the drawings or unless field conditions require sloping in one direction in order not to trap water runoff.
 - 2. Provide corner or pull posts for any change in direction of 15° or more and for any abrupt change in grade, with bracing in both directions. All posts, including line posts and terminal posts, shall be installed such that if a 40-pound force is applied perpendicular to the fence line at the top of the post, the post will deflect not more than 2" at the top.
 - 3. Mechanically fasten post tops to posts as they are being installed to prevent rain water from collecting in posts during installation.
- E. Top Rails: Run rail continuously through post caps, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.
- F. Center Rails: Provide center rails where indicated. Install in one piece between posts and flush with post on fabric side, using special offset fittings where necessary.

- G. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.
- H. Tension Wire: Install tension wires through post cap loops, if top rails are not indicated, before stretching fabric and tie to each post cap with not less than 6-gauge galvanized wire. Fasten fabric to tension wire using 11-gauge galvanized steel hog rings spaced 24" o.c.
- I. Fence Fabric:
 - 1. When handling and installing fabric, support and brace as required to prevent deformation or any other damage of chain links.
 - 2. Fasten chain-link fabric to end posts with tension (stretcher) bars and tension (stretcher) bar bands at spacing herein specified. Fabric shall be installed such that it will pass the fabric tension test herein specified. Pull fabric taut and secure to top tension wire.
 - 3. Fence fabric shall be secured to all rails and posts that are not terminal posts with wire ties at spacing herein specified. Tie down wire shall be woven through the fence fabric, completely around the rail, and wire shall be twisted securely with three twists on the rail side of the fence. The tails of the wire shall be cut off to preclude untwisting by hand. Twist shall be on non-secure side of fence. Secure fabric to posts using integral fastening loops at end, corner and gate posts for full length of each post.
- J. Stretcher Bars: Thread through or clap to fabric 4" o.c., and secure to posts with metal bands spaced 15" o.c.
- K. Connectors and Accessories: After installation, all threaded connectors and accessories shall be preened or tack welded.
- L. Gates: Install gates plumb, level and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust for smooth operation and lubricate where necessary. The maximum clearance between the bottom of the gate in closed position and ground shall be 3".
- M. Hardware: Install Security Hardware in accordance with the manufacturer's recommendations and accepted shop drawings.
- N. Operators: Install gate operators in accordance with the manufacturer's recommendations and accepted shop drawings.
- O. Tie Wires: Use U-shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least three full turns. Bend ends of wire to minimize hazard to persons or clothing.

1. Tie fabric to line posts – wire ties at 12" o.c.
 2. Tie fabric to rails and braces – wire ties at 24" o.c.
 3. Tie fabric to tension wires – hog rings at 24" o.c.
 4. Tie fabric to fabric horizontally – hog staples at 15" o.c., maximum.
- P. Fasteners: Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- Q. Connections at Buildings: Connections to building shall be made at the locations indicated on the drawings to provide a finished installation. All necessary cutting, fasteners and materials to make the connections shall be provided. Space between pipe and building shall not exceed 1".
- R. Bracing: Brace terminal posts with intermediate horizontal rails at midpoint above grade and secure diagonal braces to the terminal post and adjacent line post, or its footing, at maximum of 50° angle between the diagonal brace and grade.
- S. Barbed Wire: Pull wire taut and install securely to extension arms and end post or terminal arms in accordance with manufacturer's instructions.
- T. Barbed Taped: Install on the top, side and base of the security fence as indicated on the drawing. The barbed tape installed on the top of the extension arm shall be secured to the single strand of barbed wire at the preset distance of 12" on center. The barbed tape will be secured to the barbed wire and top of the fence by using stainless steel twistable wire ties or stainless steel hog rings in accordance with the barbed tape manufacturer's recommendations.
- U. Temporary Fence Installation:
1. Contractor shall be responsible for removal of all temporary fencing, the restoration of site conditions to the satisfaction of the Agency representative, and the salvage and return to the Agency of all removed materials. Salvage shall be defined as removing, transportation and handling of all fence materials. Salvage shall be defined as removing, transportation and handling of all fence materials except concrete and other expendables (i.e., tie wires) and return to the Agency at a location on site acceptable to the Agency representative after notification by the Agency to the Contractor that materials are to be removed and salvaged.
 2. Disassembly and salvage of materials shall be done with adequate precaution and in such a manner as not to damage beyond normal wear and tear, any materials that are

salvageable. Contractor will be assessed the cost of replacement of materials should abuse or mishandling occur.

- V. Soil Sterility: Following installation of the fencing, apply a soil sterilant in the 20-foot minimum zone between the fences that comprise the permanent double perimeter fence. Coordinate with the State that all detection systems have been installed prior to applying the sterilant. The areas shall be wetted down with a water wagon and immediately treated with a commercial soil sterilant approved by the State, or as follows: 2lbs sodium chlorate (crystals) in solution with two gallons of water for each 100 SF, apply under pressure. A Certificate of Treatment shall be issued to the State stating the materials and quantities used and the time of application. Under no circumstances shall any of the material be allowed to spill or blow over into areas not designated for treatment.

3.2 QUALITY CONTROL

- A. Gate Demonstration: Contractor shall schedule demonstration of proper operation of gates, locks and operators with the Owner. Contractor shall assure that all responsible parties are in attendance.
- B. Testing of Fence Fabric: Each fence panel shall be constructed such that it will pass the following test. Deflection of fence fabric shall be no greater than 2" when a force of 30 pounds is applied in the center of the panel, perpendicular to the plane of the fence fabric. Fabric shall return to original position when force is released. At the discretion of the Owner, fence testing may occur at any time after the fence has been installed and again at substantial completion.

3.3 FINAL CLEAN-UP

- A. Remove surplus materials from the site.
- B. Clean up work area of all debris upon completion of the work.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DJS010241

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

BABCOCK FENCE CO.
 214 RIVERVIEW LANE
 LOWELL, OH 45744
 (740) 888-2211

DIVISION OF JUVENILE SERVICES
 LORRIE YEAGER JUVENILE CENTER
 907 MISSION DRIVE
 PARKERSBURG WV
 26101 304-558-9800

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/13/2008	30 DAYS		YEAGER	

BID OPENING DATE: 02/27/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO MODIFY THE REQUIREMENTS OF THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, PER THE ATTACHED.						
0001	1	LS		988-15	\$68,950. ⁰⁰	\$68,950. ⁰⁰
				SECURITY FENCE INSTALLATION		

SIGNATURE <i>[Signature]</i>			SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
TITLE <i>owner</i>		FEIN 31-1246960	TELEPHONE 740 896 2211	DATE 2/25/08	
ADDRESS CHANGES TO BE NOTED ABOVE					

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**WV Division of Juvenile Services
Addendum #1
For Security Fencing & Installation
At Lorrie Yeager Juvenile Center
DJS010241**

1. Approximately 800 linear feet of 12 foot security fence topped with razor tape. Fabric to be 144 inch 9 gauge 2 inch mesh galvanized chain link fence that meets ASTM standard a-392, class 1 All Frame work to be schedule 40 or SS40 pipe All Frame work to be secured with 9 gauge military ties Top, middle, and bottom rail to be 1 5/8 inch o/d Line post to be 2 7/8 inch o/d spaced not more than 10 ft. Terminal posts to be 4 inch o/d Post foundations are to be 60 inches deep. Barbed tape will be 30/24 double roll stainless steel attached with 9 gauge aluminum hog rings to 7 gauge coil spring tension wire.
2. 1 drive-through 12ft wide double swing gate
3. 1 man gate 72" wide.
4. Begin by April 1, 2008

SIGN IN SHEET

PLEASE PRINT

Request for Proposal No. _____

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE	TOLL FREE	FAX
Company: <u>LONG FENCE COMPANY</u>	<u>2520 Urbana Pike</u>	<u>304-806-7228</u>		
Rep: <u>TIM CRAMER</u>	<u>Burnsville MD 21754</u>	<u>301-662-1600</u>		
Email Address: <u>TCRAMER@LONGFENCE.COM</u>		<u>301-874-2864</u>		
Company: <u>Acco Fence Company</u>	<u>31 Cony Rd</u>	<u>304-366-2624</u>		
Rep: <u>GEORGE ANDREWS</u>	<u>WHITE HALL WV 26554</u>	<u>1-800-352-1015</u>		
Email Address: <u>george@accofenceco.com</u>		<u>304-366-4522</u>		
Company: <u>All Quality Fence</u>	<u>Po Box 7169</u>	<u>304 776 9473</u>		
Rep: <u>Jason Davis</u>	<u>Cross Lanes, WV 25356</u>	<u>866 776 9473</u>		
Email Address: <u>allqualityllc@aol.com</u>		<u>304 776 9474</u>		
Company: <u>Babcock Fence Co.</u>	<u>214 Riverview Lane</u>	<u>740 816 2211</u>		
Rep: <u>Mike Babcock</u>	<u>Lowell, OH 45744</u>			
Email Address: <u>mikebabcock@verizon.net</u>		<u>740 816 2277</u>		
Company: <u>Superior Fence</u>	<u>HC 20 Box 117A</u>	<u>304 965-9191</u>		
Rep: <u>Harley Burgess</u>	<u>Felkview WVa 26001</u>			
Email Address: _____		<u>Fax 9000</u>		

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Babcock Fence Company

Authorized Signature: [Signature] Date: 2/25/08

BABCOCK FENCE CO

Agricultural • Commercial • Industrial

214 Riverview Ln Lowell, Ohio 45744
(740)896-2211 Fax: (740)896-2277
Email: mikebabcock@verizon.net



February 25, 2008

State of WV
Department of Administration
Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Re: DJS010241

To whom it may concern:

Babcock Fence Company is a sole proprietorship that is owned in its entirety by Michael S. Babcock. Being as we are not incorporated, we do not, nor have we ever had a corporate seal.

As instructed, our bid has a circle with "No Seal" on it.

If you have any additional questions, please call me at 740-525-9211.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mike Babcock', is written over the typed name.

Mike Babcock

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Babcock Fence Company
of 214 Riverview Lane, Lowell, OH 45744, as Principal, and Western Surety
of PO Box 5077, Sioux Falls, SD, a corporation organized and existing under the laws of the State of West Virginia
with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Eighty thousand nine hundred fifty (68,950) 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
Lorrie Yeager Jr. Juvenile Center Security Fence Installation

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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
27th day of February, 2008.

Principal Corporate Seal



Surety Corporate Seal

Babcock Fence Company
(Name of Principal)
By [Signature]
(Must be President or Vice President)

Owner
(Title)

Western Surety
(Name of Surety)

[Signature]
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70465343

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Angela Kay Worstell

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Michael S. Babcock dba Babcock Fence Company

Obligee: State of West Virginia

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

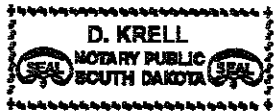
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of May 27, 2008, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 27th day of February, 2008.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

On this 27th day of February, in the year 2008, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

D. Krell
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 27th day of February, 2008.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF SURETY

STATE OF Ohio
COUNTY OF Washington } ss

(Attorney-in-Fact)

Bond No. 70465637

On this 27th day of February, 2008, before me, a notary public in and for said County, personally appeared Angela Kay Worstell to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Angela Kay Worstell

acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Marietta, Ohio, the day and year last above written.

My commission expires December 28th, 2008

Jennifer J. Eddy (Rugh)
Notary Public

JENNIFER J. RUGH, Notary Public
In and For The State of Ohio
My Commission Expires December 28, 2008

Office of Financial
Regulation Services
2100 State Court
Columbus, OH
43215-1067
(614) 644-2658
Fax (614) 644-3258
www.ohioinsurance.gov

Ohio Department of Insurance

Ted Strickland - Governor
Mary Jo Hudson - Director

Certificate of Compliance



Issued	03/28/07
Effective	04/02/07
Expires	04/01/08

I, Mary Jo Hudson, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

WESTERN SURETY COMPANY

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)
Fidelity
Other Liability
Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2006 that it has admitted assets in the amount of \$959,642,190, liabilities in the amount of \$610,627,018, and surplus of at least \$349,015,172.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Mary Jo Hudson in black ink.

Mary Jo Hudson
Director



ACKNOWLEDGEMENTS

Acknowledgement by Principal if individual or Partnership

- 1. STATE OF Ohio
- 2. County of Washington to-wit:
- 3. I, Jennifer Eddy (Pugh), a Notary Public in and for the
- 4. county and state aforesaid, do hereby certify that Michael Babcock dba Babcock Fence Company 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 27th day of February 2008
- 6. Notary Seal
- 7. Jennifer Eddy (Pugh)
(Notary Public)
In and For The State of Ohio
- 8. My commission expires on the 28th day of December My Commission Expires December 28, 2008 2008

Acknowledgement by Principal if Corporation

- 9. STATE OF _____
- 10. County of _____ to-wit:
- 11. I, _____, a Notary Public in and for the
- 12. county and state aforesaid, do hereby certify that _____
- 13. who as, _____ 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.
- 15. Given under my hand this _____ day of _____ 20 _____
- 16. Notary Seal
- 17. _____
(Notary Public)
- 18. My commission expires on the _____ day of _____ 20 _____

Acknowledgement by Surety

- 19. STATE OF Ohio
- 20. County of Washington to-wit:
- 21. I, Jennifer Eddy (Pugh), a Notary Public in and for the
- 22. county and state aforesaid, do hereby certify that Angela Kay Worstell
- 23. who as, Attorney In Fact signed the foregoing writing for
- 24. Western Surety 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 27th day of December 2008
- 26. Notary Seal
- 27. Jennifer Eddy (Pugh)
(Notary Public)
In and For The State of Ohio
- 28. My commission expires on the 28th day of December My Commission Expires December 28, 2008 2008

Sufficiency in Form and Manner Of Execution Approved

Attorney General

This _____ day of _____ 20 _____

By _____
(Assistant Attorney General)