



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

Request for Quotation

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| RFQ NUMBER |
| DJS010268 |

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| PAGE |
| 1 |

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

VENDOR

*613141524 304-469-4366
 DENNLERS FENCING LLC
 1005 BURKE AVENUE

 OAK HILL WV 25901

SHIP TO

DIVISION OF JUVENILE SERVICES
 DONALD R KUHN JUVENILE CENTER

 ONE LORY PLACE
 JULIAN WV
 25529 304-369-2976

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|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 03/23/2009 | | | | |

BID OPENING DATE: **04/21/2009** BID OPENING TIME: **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| <p>FENCE INSTALLATION AND REPAIR</p> <p>CONTRACT TO PROVIDE ALL LABOR, METERIALS, AND EQUIPMENT NECESSARY TO INSTALL APPROXIMATELY 575 FEET OF SECURITY FENCING AT THE DONALD R KUHN JUVENILE CENTER, JULIAN, WV, PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY ON-SITE PRE-BID: 4/9/2009; 2:30 PM ONE LORY PLACE JULIAN, WV 25529</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> | | | | | | |

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 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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



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| <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 FAYETTE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING 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</p> | | | | | | |

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| <p>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 BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 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</p> | | | | | | |

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| <p>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 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> | | | | | | |

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| <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 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> | | | | | | |

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| <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><i>Frederick L. Denner</i> SIGNATURE <i>DENNER'S FENCE, LLC</i> COMPANY <i>04-16-09</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</p> | | | | | | |

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| <p>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> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</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 RULES 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</p> | | | | | | |

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| ORDER. REV. 1/2005 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION 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.: DJS010267 BID OPENING DATE: 04/21/2009 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>(304) 469-4366</u> PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: | | | | | | |

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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
DJS010268

PAGE
9

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

VENDOR

***613141524 304-469-4366**
DENNLERS FENCING LLC
1005 BURKE AVENUE

OAK HILL WV 25901

SHIP TO

DIVISION OF JUVENILE SERVICES
DONALD R KUHN JUVENILE CENTER

ONE LORY PLACE
JULIAN WV
25529 304-369-2976

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 03/23/2009 | | | | |

BID OPENING DATE: **04/21/2009** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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**For Security Fencing & Installation
For the DONALD R KUHN JUVENILE CENTER
DJS010268**

PART I – GENERAL

1.1 Description

Furnish all labor, materials, tools and equipment necessary to complete all security fencing installation of approximately 90 feet of fencing with no gates. All dimensions will be indicated at the scheduled pre-bid site meeting. You will be provided 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: All materials should be compliant with or equal to 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 \pm 0.15 ounce per square foot followed by a chromate conversion coating and 0.5 \pm 0.2 mil of clear acrylic. The interior surface shall have hot-dipped zinc coating of 1.0 \pm 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 weights 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 230° 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 $12" \pm 2"$. Each coil shall have 51 loops and cover 25'-0", when fully extended. Clips shall be fabricated from stainless steel. Clip dimensions are $0.065" \times 0.375"$. 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 attaché 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. 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.

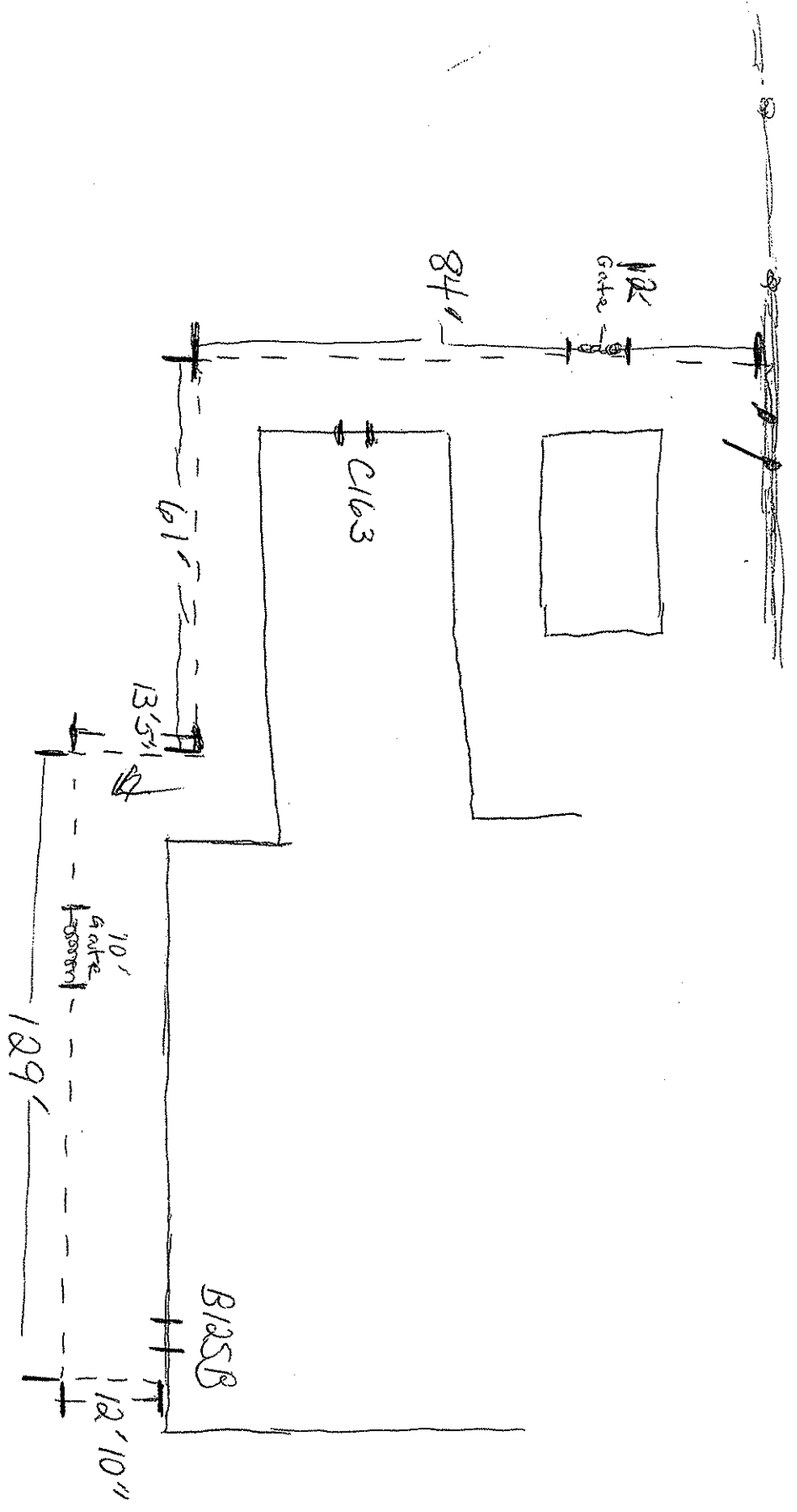
- V. Soil Sterility: Following installation of the fencing, apply a soil sterilant in the 20-foot minimum zone between the fences that comprise the permanent double perimeter fence. Coordinate with the State that all detection systems have been installed prior to applying the sterilant. The areas shall 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 Architect. 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 Architect, 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

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 304-558-2544

VENDOR

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| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| ADDENDUM #01 | | | | | | |
| THIS ADDENDUM IS ISSUED TO ANSWER VENDOR QUESTIONS AND CLARIFY THE REQUIREMENTS OF THE ORIGINAL SPECIFICATIONS, PER THE ATTACHED DOCUMENTATION; AND TO PROVIDE A BID FORM FOR BIDDER'S USE. FAILURE TO USE THE BID FORM MAY RESULT IN DISQUALIFICATION. | | | | | | |
| 0001 | 1 | LS | | 988-15 | | |
| FENCE INSTALLATION AND REPAIR | | | | | | |
| ***** THIS IS THE END OF RFQ DJS010268 ***** TOTAL: | | | | | | |

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| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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

ADDENDUM NO. 1

Questions and answers for DJS 010268
Security Fencing project at the
Donald R Kuhn Juvenile Center in Julian WV

- Q. How tall is the fence?
A. 12 feet
- Q. Is the fence to be buried?
A. No, keep less than 3 inches from the ground.
- Q. What size are the posts?
A. Three inch line post, four inch terminal post, all posts are schedule 40 Galvanized steel.
- Q. How many cross braces are there?
A. Three. Top, middle and bottom rail.
- Q. What kind of Fabric will be used?
A. 9 gauge class 1 galvanized
- Q. What kind of fence ties?
A. Fence ties will be Military or Security type
- Q. How big are the gates?
A. (1) 48"X 79" man gate. This gate will be placed in an existing fence on site. The cross bar in the existing fence is approximately 79" tall and will not need to be moved. The new gate can be below the existing crossbar.
(2) Double 6'X 10' with a 2 foot transom on top to support the razor wire.
- Q. Are there security locks?
A. No
- Q. How many strands of razor wire do we need to put on the fence?
A. One 30" strand on inside top

- Q. What if we hit solid rock?
A. Core drill to a minimum depth of 12 inches and secure with hydraulic cement.
- Q. Portions of the existing fence will be left in place and will intersect with the new fence. How will vendor handle this?
A. Existing fence will intersect with the new fence at one point. Vendor will be required to join the existing fence to the new fence at this point.
- Q. Will the Soil Sterility clause be in effect?
A. No, it will not be necessary to have the soil at the fence line treated for sterility.
- Q. Where will poles and braces be located?
A. All poles and braces will be on the outside of the fence, away from the facility.

The Division of Juvenile Services is asking for bids in two forms. One bid will include the installation of the razor wire on the top of the fence and the other bid will not include the razor wire.

DJS010268 - FENCE INSTALLATION

OPTION A

| Qty in Ft | INSTALLATION OF FENCE | Price Per Foot | Total |
|-----------|--|----------------|-----------|
| 300 | Installation of Fence, Gates, Posts Etc (All Inclusive) "WITH RAZOR WIRE" ON TOP OF THE FENCE | 78.83 | 23,451.00 |

DJS010267 - FENCE INSTALLATION

OPTION B

| Qty in Ft | INSTALLATION OF FENCE | Price Per Foot | Total |
|-----------|---|----------------|-----------|
| 300 | Installation of Fence, Gates, Posts Etc (All Inclusive) "WITHOUT RAZOR WIRE" ON TOP OF THE FENCE | 68.63 | 20,591.00 |

VENDOR / BIDDER INFORMATION

VENDOR: DENNER'S FENCE, LLC.

Signature Frederic L Denner Date 04-16-09

CONTRACT COORDINATOR INFORMATION

Name Timothy W. DENNER

Address 123 ADKINS AVENUE
OAK HILL WV. 25901

Phone Number (304) 575-6323

Email Address DENNERFENCE@GBSI-NET.COM

Pre-Bid Conference
SIGN IN SHEET
(Please Print)

Request for Proposal No.: _____ Date: _____

Company: Nationwide Fence Phone: 586-749-6900
Mailing Address: 10583 Gratiot Ave. Fax: 586-749-6900
Chesterfield, MI 48863
Representative Name: Michael Trammell
E-mail watet44@msn.com

Company: Babcock Fence Co. Phone: 740 625 9211
Mailing Address: 214 Riverview Lane Lowell, OH 45744 Fax: 740 896 2277
Representative Name: Mike Babcock
E-mail mikebabcock@verizon.net

Company: All Quality Phone: (304) 776-9473
Mailing Address: Po Box 7169 Cross Lanes Wv Fax: (304) 776-9474
25356
Representative Name: Richard Rhodes
E-mail All Quality LLC at 901.com

Company: _____ Phone: _____
Mailing Address: _____ Fax: _____
Representative Name: _____
E-mail _____

Company: _____ Phone: _____
Mailing Address: _____ Fax: _____
Representative Name: _____
E-mail _____

Pre-Bid Conference
SIGN IN SHEET

(Please Print)

Request for Proposal No.: _____ Date: _____

Company: McNIEL FENCE Co Phone: 304-744-8051

Mailing Address: Charlie@McNIELFENCE.COM Fax: 304-7444411

Representative Name: CHARLES SNYDER

E-mail P.O. Box 6122 CHAS WV 25362

Company: Denner's Fence Phone: 304-469-4366

Mailing Address: 1005 Burke Ave. Fax: 304-469-4366

Representative Name: Oak Hill, WV Tim Denner

E-mail _____

Company: Shepaul Enterprises Phone: 304-877-6451

Mailing Address: P.O. Box 1638 Beckley, WV 25802 Fax: 304-877-5789

Representative Name: Mark Williams

E-mail Mark618@yahoo.com

Company: _____ Phone: _____

Mailing Address: _____ Fax: _____

Representative Name: _____

E-mail _____

Company: _____ Phone: _____

Mailing Address: _____ Fax: _____

Representative Name: _____

E-mail _____

BOND NO. 70701713

Agency Jim Lively Insurance
REQ.P.# DJS010268

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Dennler's Fence, LLC
of 1005 Burke Ave. Oak Hill, WV 25901 as Principal, and WESTERN SURETY COMPANY
of Sioux Falls South Dakota, a corporation organized and existing under the laws of the State of SD
with its principal office in the City of Sioux Falls as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of 5% 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
Donald R. Kuhn Juvenile Center; Security Fencing and Installation - DJS010268

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 Oblige 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 each of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this
21st day of April, 2009

Principal Corporate Seal

Dennler's Fence, LLC
(Name of Principal)
By Freddie J. Dennler
(Must be President or Vice President)
PRESIDENT
(Title)

Surety Corporate Seal

WESTERN SURETY COMPANY
(Name of Surety)

Robin Aretta Eads
Robin Aretta Eads Attorney-in-Fact

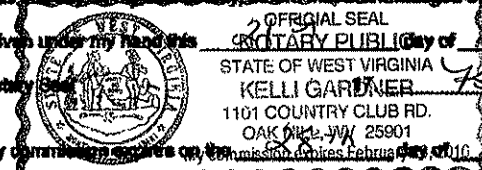
IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

ACKNOWLEDGEMENTS

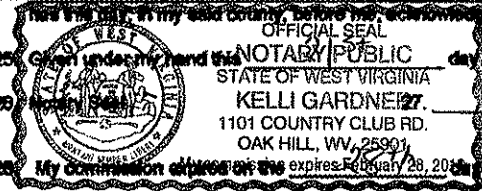
Acknowledgement by Principal if Individual or Partnership

- 1. STATE OF _____
- 2. County of _____ to-wit:
- 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 _____ 20____
- 6. Notary Seal
- 7. _____ (Notary Public)
- 8. My commission expires on the _____ day of _____ 20____

Acknowledgement by Principal if Corporation

- 9. STATE OF West Virginia
- 10. County of Fayette to-wit:
- 11. I, Kelli Gardner, a Notary Public in and for the
- 12. county and state aforesaid, do hereby certify that Freddie L. Denler
- 13. who as, President signed the foregoing writing for
- 14. Denler Fence, LLC 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 April 2009.
- 16. Notary Seal  Kelli Gardner (Notary Public)
- 18. My commission expires on the _____ day of February 2016.

Acknowledgement by Surety

- 18. STATE OF West Virginia
- 20. County of Fayette to-wit:
- 21. I, Kelli Gardner, a Notary Public in and for the
- 22. county and state aforesaid, do hereby certify that Robin Aretta Eads
- 23. who as, Attorney-in-Fact signed the foregoing writing for
- 24. WESTERN SURETY COMPANY 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 _____ day of April 2009.
- 26. Notary Seal  Kelli Gardner (Notary Public)
- 28. My commission expires on the _____ day of February 2016.

Sufficiency in Form and Manner Of Execution Approved

Attorney General

This _____ day of _____ 20____

By _____ (Assistant Attorney General)

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70701713

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 Robin Aretta Eads

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: Dennler's Fence, LLC

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 July 21, 2009, 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 21st day of April, 2009.



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

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 21st day of April, in the year 2009, 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 21st day of April, 2009.

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



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

STATE OF West Virginia
COUNTY OF Fayette, TO-WIT:

I, Tim Dennter, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Dennter Fencing, LLC; and,
(Company Name)
- 2. I do hereby attest that Dennter Fencing, LLC
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

Dennter Fencing, LLC
(Company Name)

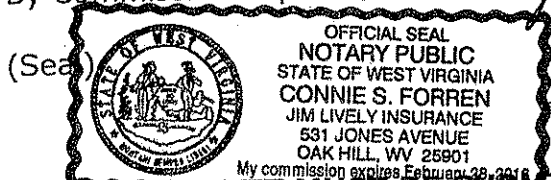
By: Tim Dennter

Title: Manager

Date: April 16 2009

Taken, subscribed and sworn to before me this 16th day of April 2009.

By Commission expires February 28, 2016



Connie S. Forren
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: DENNIER'S FENCE, LLC.
Authorized Signature: Therese L. Denner Date: 04-16-09