



BABCOCK FENCE CO

Agricultural • Commercial • Industrial



1261 Laurel Ridge Rd• Lowell, Ohio 45744
(740)896-2211 • Fax: (740)896-2277
Email: mikebabcock@frontier.com

FAX COVER SHEET

To: **Crystal Rink**

Company: _____

State of WV

Fax Number: _____

304-558-3970

Phone Number: _____

304-558-2402

Re: _____

BID FOR RFQ# COR61765

From: _____

Mike Babcock

Date: _____

9/11/2015

Total No. of Pages Including Cover: _____

9

Sender's Fax Number: _____

740-896-2277

Sender's Phone Number: _____

740-896-2211

Urgent

For Review

Please Reply

No Reply Necessary

09/11/15 16:41:11
MV Purchasing Division

SEALED BID

BUYER: CRYSTAL RINK

SOLICITATION # CRFQ COR1600000004 (ALSO LISTS RFQ# COR61765)

BID OPENING DATE: September 17, 2015

BID OPENING TIME: 1:30 PM EST

FAX NUMBER: 304-558-3970

RFQ # COR61765

**ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY FOR
THE COMPLETION OF THE INFRASTRUCTURE IMPROVEMENTS PROJECT
SECURITY FENCING & RAZOR WIRE WORK**

ST. MARYS CORRECTIONAL CENTER

PLEASANTS COUNTY, WV

BID FORM

Bidder's Company Name: Babcock Fence Company

Bidder's Address: 1261 Laurel Ridge Road
Lowell, Ohio 45744

Remittance Address: SAME AS ABOVE
(If different)

Phone Number: 740-896-2211

Fax Number: 740-896-2277

Email Address: mikebabcock@frontier.com

WV Contractor's License Number: WV031115

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

BABCOCK FENCE COMPANY

Proposal of:

COR61765 - SECURITY FENCE & RAZOR WIRE
ST. MARYS CORRECTION CENTER
FORM OF PROPOSAL, CONTINUED

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Description</u> <u>Unit Price in Words</u>	<u>Unit Price</u> <u>in Figures</u>	<u>Total Price</u> <u>in Figures</u>
9	1	LS	Mobilization		
			<u>One thousand Dollars</u>		
			<u>And No Cents</u>	<u>\$1,000.00</u>	<u>\$1,000.00</u>
35A	400	LF	Security Fencing Complete-in-Place		
			<u>One Hundred Dollars</u>		
			<u>And No Cents</u>	<u>\$100.00</u>	<u>\$40,000.00</u>
35B	2,000	LF	Supermaze Razor Wire Complete-in-Place		
			<u>Nineteen Dollars</u>		
			<u>And no Cents</u>	<u>\$19.00</u>	<u>\$38,000.00</u>
35C	1	EA	16' Double Swing Gate Complete-in-Place		
			<u>Two thousand five</u> <u>Hundred Dollars</u>		
			<u>And no Cents</u>	<u>\$2,500.00</u>	<u>\$2,500.00</u>
35D	3	EA	3' Man Gate Complete-in-Place		
			<u>Two thousand Dollars</u>		
			<u>And no Cents</u>	<u>\$2,000.00</u>	<u>\$6,000.00</u>
Total Bid COR61765				<u>\$87,500.00</u>	

Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

RESPECTFULLY SUBMITTED:

DATE: 9/11/15

WV VENDOR NO.: 000000172921

CONTRACTOR LICENSE NO.: WV0311115

BY: [Signature]

(SIGNATURE, IN INK)

TITLE: Owner

FIRM NAME: Babcock Fence Company

ADDRESS: 1261 Laurel Ridge Rd Lowell, OH 45744

NA
(CORPORATE SEAL
IF APPLICABLE)

END OF BID FORM for COR61765

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ COR160000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

RFQ - COR61765

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Babcock Fence Company
Company

[Signature]
Authorized Signature

9/11/15
Date

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

WV-73
Rev. 08/2013



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

**STATE OF WEST VIRGINIA,
COUNTY OF Washington, TO-WIT:**

I, Michael S. Babcock, after being first duly sworn, depose and state as follows:

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

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

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

By: [Signature]
 Title: Owner
 Company Name: Babcock Fence Company
 Date: 9/11/15

Taken, subscribed and sworn to before me this 11 day of September, 2015.

By Commission expires 11-13-17

(Seal)

[Signature]
 (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.

Rev. August 2013

RFQ No. COR 61765

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Babcock Fence Company
Authorized Signature: [Signature] Date: 9/11/15

State of Ohio
County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 11 day of September, 2015
My Commission expires 11-13, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature: Angela Wooten]

Purchasing Affidavit (Revised 07/01/2012)

Bond No.: 71704484

Agency _____
REQ. P. O# COR61765

RD BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Michael S. Babcock dba Babcock Fence Company
of Lowell Ohio, as Principal, and WESTERN SURETY COMPANY
of Chicago Illinois, a corporation organized and existing under the laws of the State of South Dakota
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 Five Percent of Amount Bid (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
St. Marys Correctional Center Infrastructure Improvements Project - Fencing

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 17th day of September, 2015.

Principal Seal

Michael S. Babcock dba Babcock Fence Company

(Name of Principal)

By [Signature]
(Must be President, Vice President, or
Duty Authorized Agent)

owner
(Title)

WESTERN SURETY COMPANY

(Name of Surety)

[Signature]

TONYA E TULLIUS Attorney-in-Fact



Surety Seal

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71704484

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 TONYA E TULLIUS

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 December 17, 2015, 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 Vice President, Paul T. Brufat, and its corporate seal to be affixed this 7th day of September, 2015.



WESTERN SURETY COMPANY

Paul T. Brufat

Paul T. Brufat, Vice President

On this 17th day of September, in the year 2015, before me, a notary public, personally appeared Paul T. Brufat, 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 August 11, 2016

S. Petrik

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 17th day of September, 2015.

WESTERN SURETY COMPANY

Paul T. Brufat

Paul T. Brufat, Vice President