



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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 219723

Doc Description: Addendum No. 2 - To Respond to Vendor Questions

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-07-08	2016-07-19 13:30:00	CRFQ 0603 ADJ1600000022	3

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

AilFenke Company, LLC  
 729 Lynn Camp Rd  
 Pennsboro, WV 26415

Fax 866-993-5353

07/19/16 11:55:54  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Charles D Barnette  
 (304) 558-2566  
 charles.d.barnette@wv.gov

Signature X

FEIN # 26-2310764

DATE 7/19/16

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

**ADDITIONAL INFORMATION:**

Addendum No. 2 - To respond to vendor questions and provide a revised aerial map. Bid opening remains July 19, 2016 at 1:30 PM. See attached pages.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		POINT PLEASANT BII MOTOR POOL 729 FAIRGROUND RD	
CHARLESTON	WV25311	POINT PLEASANT	WV 25550
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Remove old and install new fencing Point Pleasant MP	1	4/3	\$88,183.80	\$88,183.80

Comm Code	Manufacturer	Specification	Model #
72154013			

**Extended Description :**  
To provide all labor, materials, and all associated costs to remove old and install new fencing, gates and associated hardware at the Point Pleasant Motor Pool , per the attached specifications.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mand. Prebid Meeting at 11:00 AM	2016-06-16
2	Technical Question Deadline	2016-06-22

ADJ1600000022	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 2 - To Respond to Vendor Questions	<b>Page 3 of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ – ADJ160000022**  
**Addendum Number: 2**

The purpose of this addendum is to modify the solicitation identified as CRFQ ADJ160000022 (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. To provide responses to vendor questions regarding this solicitation.
2. To provide a copy of the revised aerial map of the property showing details of the new fence, see attached.
3. The bid opening remains on July 19, 2016 at 1:30 PM.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**RFQ # ADJ160000022**

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO INSTALL NEW FENCING, GATES, AND ASSOCIATED HARDWARE AT THE POINT PLEASANT ARMORY FACILITY IN POINT PLEASANT, WV

**BID FORM**

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

BIDDERS COMPANY NAME: Allfence Company LLC

VENDOR ADDRESS: 729 Lynn Camp Rd  
Pennsboro WV 26415

TELEPHONE: 304-904-8423

FAX NUMBER: 866-993-5353

E-MAIL ADDRESS: Allfence.sales@gmail.com

WV CONTRACTOR'S LICENSE NO. WV038193

**CONTRACT TOTAL BID:**

eighty-eight thousand + one hundred - eighty-three Dollars  
(\$ 88,183.80 ) \*\*\* (Contract bid to be written in words and numbers.) + 80/100

The contract will be awarded to the Bidder with the lowest contract total bid meeting all of the specifications. 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 and 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 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.

Failure to use this bid form may result in bid disqualification.

SIGNATURE: Brenda Trammell DATE: 7-18-2016

NAME: Brenda Trammell  
(Please Print)

TITLE: President

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO ADJ160000022**

**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.

**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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" 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 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.

Allfence Company LLC  
Company

Brenda Trammell  
Authorized Signature

7-18-2016  
Date

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

**Attachment A**  
**CRFQ ADJ1600000022**  
**Addendum No. 2**

**Question:**

1. Q1: Does the fence have top rail or top tension wire?

**A1: Contractor shall provide and install Top Rail on the new fence.**

2. Q2: Are we using the bracing shown in "typical fence section" drawing from the Chain Link Manufacturers Institute or the bracing from the WV National Guard dated 4/5/16?

**A2: Both drawings are applicable based upon the location and conditions. "Typical fence section" detail is for the corners. Brace panel detail (dated 4/5/16) is for runs of fence exceeding 500 feet.**

3. Q3: Can temporary fence panels be erected to maintain security while tearing out and installing new fence?

**A3: Yes. The contractor is responsible for securing and maintaining the entire fenced area during the construction process.**

4. Q4: Is this project subject to Davis Bacon wages?

**A4: Yes, Davis Bacon wages apply because the project is funded in part using Federal money.**

**Other Information:**

1. Bid opening remains on July 19, 2016 at 1:30 PM



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

STATE OF WEST VIRGINIA,

COUNTY OF Ritchie, TO-WIT:

I, Brenda Trammell after being first duly sworn, depose and state as follows:

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

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

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

Printed Name: Brenda Trammell

Signature: Brenda Trammell

Title: Owner

Company Name: Allfence Company LLC

Date: 7-18-2016

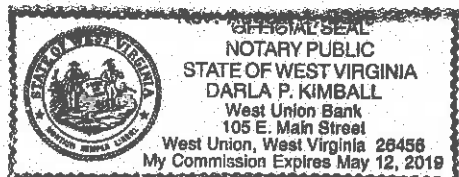
Taken, subscribed and sworn to before me this 18<sup>th</sup> day of July, 2016.

By Commission expires 5-12-19

(Seal)

Darla P. Kimball  
(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.**





**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Allfence Company LLC  
Contractor's License No. WV038193

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of an Award Document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Michael Trammell VP  
(Name, Title)  
Michael Trammell Vice-President  
(Printed Name and Title)  
729 Lynn Camp Rd Pennsboro WV 26415  
(Address)  
304-904-8423 866-993-5353  
(Phone Number) / (Fax Number)  
allfence.sales@gmail.com  
(email address)

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

Allfence Company LLC  
(Company)

Brenda Trammell President  
(Authorized Signature) (Representative Name, Title)

Brenda Trammell President  
(Printed Name and Title of Authorized Representative)

7-18-2016  
(Date)

304-904-8663 866-993-5353  
(Phone Number) (Fax Number)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Allfence Company LLC  
of 729 Lynn Camp Rd., Pennsboro, WV 26415, as Principal, and Philadelphia Indemnity Insurance Company  
of One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004, a corporation organized and existing under the laws of the State of Pennsylvania  
with its principal office in the City of Bala Cynwyd as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of <sup>5% of total bid not to exceed Four Thousand</sup> Five Hundred and No/100 Dollars (\$ 4,500.00\*\*\*\*\*) 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  
Point Pleasant Armory Fence Replacement, Point Pleasant WV  
729 Fairground Rd  
Point Pleasant, WV 25550

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 29th day of June, 2016.

Principal Seal

Allfence Company LLC

(Name of Principal)

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

VP

(Title)

Surety Seal

Philadelphia Indemnity Insurance Company

(Name of Surety)

  
Michael Herranen Attorney-in-Fact

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

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Steven A. Swartz, Kelly Specht, Lorie Mandel, and Nicki Swartz, Michael Herranen and Thomas C. Buckner of the City of San Clemente, State of California of South Coast Surety**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10<sup>TH</sup> DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 10<sup>th</sup> day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10<sup>TH</sup> day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of June, 2016.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

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: Aiffence Company LLC

Authorized Signature: Brenda Grammel Date: 7-18-2016

State of West Virginia

County of Ritchie, to-wit:

Taken, subscribed, and sworn to before me this 18<sup>th</sup> day of July, 20 16

My Commission expires 5-12-19, 20 20

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Darla P. Kimball

*Purchasing Affidavit (Revised 08/01/2015)*

