The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia’s procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.
Solicitation Response (SR)

Header

**General Information**

- Procurement Folder: 216723
- Procurement Type: Central Purchase Order
- Vendor ID: 000000172921
- Legal Name: BABCOCK FEICE CO
- Alias/DBA: MICHAEL S BABCOCK
- Total Bid: $68,700.00
- Response Date: 07/18/2016
- Response Time: 17:17

- SO Doc Code: CRFQ
- SO Dept: 0603
- SO Doc ID: ADJ1600000022
- Published Date: 7/6/16
- Close Date: 7/19/16
- Close Time: 13:30
- Status: Closed

- Solicitation Description: Addendum No. 2 - To Respond to Vendor Questions
- Total of Header Attachments: 0
- Total of All Attachments: 0
Proc Folder: 219723
Solicitation Description: Addendum No. 2 - To Respond to Vendor Questions
Proc Type: Central Purchase Order

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<th>Version</th>
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VENDOR
000000172921
BABCOCK FENCE CO
MICHAEL S BABCOCK

FOR INFORMATION CONTACT THE BUYER
Charles D Barnette
(304) 558-2566
charles.d.barnette@wv.gov

Signature X FEIN # DATE

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

Page: 1  FORM ID: WV-PRC-SR-001
<table>
<thead>
<tr>
<th>Line</th>
<th>Comm Ln Desc</th>
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<td>$98,700.00</td>
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**Comm Code**

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**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.
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: Babcock Fence Company

VENDOR ADDRESS: 1261 Laurel Ridge Rd
Lowell, OH 45744

TELEPHONE: 740-896-2211

FAX NUMBER: 740-896-2277

E-MAIL ADDRESS: mikebabcock@frontier.com

WV CONTRACTOR'S LICENSE NO. WV031115

CONTRACT TOTAL BID:

Ninety eight thousand seven hundred dollars and no cents

($98,700.00) *(Contract bid to be written in words and numbers.)*

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: __________________________ DATE: 7/18/16

NAME: Michael S. Babcock

(Please Print)

TITLE: Owner
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)

[ X ] Addendum No. 1  [ ] Addendum No. 6
[ X ] Addendum No. 2  [ ] Addendum No. 7
[ ] Addendum No. 3  [ ] Addendum No. 8
[ ] Addendum No. 4  [ ] Addendum No. 9
[ ] Addendum No. 5  [ ] 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

__________________________________________
Authorized Signature

July 18, 2016
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
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 S. Babcock, owner
1261 Laurel Ridge Rd Lowell, OH 45744
740-896-2211  740-896-2277
mikebabcock@frontier.com

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.

Michael S. Babcock, owner
7/18/16
740-896-2211  740-896-2277
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 exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that 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: 7/18/16

State of Ohio
County of Washington, to-wit:
Taken, subscribed, and sworn to before me this 16th day of July, 2016.


Sharon A Hinton
Notary Public State of Ohio
Washington County
My Commission Expires May 3, 2019

Purchasing Affidavit (Revised 08/01/2015)
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,

2. I do hereby attest that Babcock Fence Company 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: Michael S. Babcock
Signature: 
Title: owner
Company Name: Babcock Fence Company
Date: 7/18/16

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

(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 1, 2015
BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Michael S Babcock DBA Babcock Fence Co of Lowell, Ohio, as Principal, and Erie Ins. Pro & Cas Co of Erie, Pennsylvania, a corporation organized and existing under the laws of the State of PA, with its principal office in the City of Erie, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of 5% ($4935) 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 Fence Installation

NOW THEREFORE,

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

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

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 18th day of July, 2016.

Principal Seal

Michael S Babcock DBA Babcock Fence Co

By

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

Owner

(Name of Principal)

Surety Seal

Erie Ins. Property & Casualty Co

(Name of Surety)

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.
ERIE INSURANCE PROPERTY & CASUALTY COMPANY
ERIE, PA 16530
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

_Larry G. Newton and Audrey L. Schwendeman_ 

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, in a penalty not to exceed the sum of five hundred thousand dollars ($500,000.00).

And to bind ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 11th day of March, 2008, and said Resolution has not been amended or repealed:

"RESOLVED, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 18th day of September, 2008, at which a quorum was present and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company."

IN WITNESS WHEREOF, ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 3rd day of February, 2011.

STATE OF PENNSYLVANIA
COUNTY OF ERIE

On this 3rd day of February, 2011, before me personally came Terrence W. Cavanaugh, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,

this 18th day of July 2016

James J. Tanous, Secretary

CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,

this 18th day of July 2016

James J. Tanous, Secretary