



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

State of West Virginia
 Centralized Request for Quote
 Building Supply

Proc Folder: 1003930			Reason for Modification:
Doc Description: Removal and Installation of Chain Link Fencing			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-02-22	2022-03-09 13:30	CRFQ 0705 LOT2200000010	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000118298

Vendor Name :

Address : All Quality, LLC
 PO Box 7169

Street : Cross Lanes, WV USA 25356

City :

State : **Country :** **Zip :**

Principal Contact : Jason Davis

Vendor Contact Phone: 304-776-9473 **Extension:**

03/09/22 13:19:06
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X  **FEIN#** 22-3846602 **DATE** 3/9/2022

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish a fixed contract and one-time purchase of the materials, removal, and installation of fencing surrounding property located directly across the street from Lottery HW located at 900 Pennsylvania Ave, Charleston WV., per the bid requirements, specifications, term and conditions attached to this solicitation.

*****A vendor submitting a bid bond electronically must include a copy of the bid bond with their submission and will be required to provide the original bond within two (2) business days of original bid opening date.*****

INVOICE TO	SHIP TO
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LOTTERY PO BOX 2067 CHARLESTON WV US	LOTTERY 900 PENNSYLVANIA AVE CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Fence construction service	1	Lump Sum	Lump Sum	\$68,275.00

Comm Code	Manufacturer	Specification	Model #
72154013			

Extended Description:

Vendor must enter a lump sum \$ in the "Contract Amount" This would include all materials, fencing, labor and Installation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 4:00 p.m.	2022-03-02

	Document Phase	Document Description	Page 3
LOT2200000010	Draft	Removal and Installation of Chain Link Fencing	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Subcontractor List Submission (Construction Contracts Only)

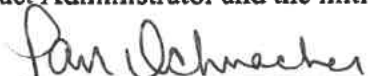
Bidder's Name: All Quality LLC

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

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.



Pam Schumacher, Office Manager

(Name, Title)

Pam Schumacher, Office Manager

(Printed Name and Title)

PO Box 7169, Cross Lanes WV 25356

(Address)

Phone: 304-776-9473 Fax: 304-776-9474

(Phone Number) / (Fax Number)

allqualityllc2@aol.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

All Quality, LLC

(Company)



Jason Davis, Managing Member

(Authorized Signature) (Representative Name, Title)

Jason Davis, Managing Member

(Printed Name and Title of Authorized Representative)

3/9/2022

(Date)

Phone: (304) 776-9473 Fax: (304) 776-9474

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ LOT22*10

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)

NO ADDENDUMS

- | | |
|---|--|
| <input 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.

All Quality LLC
Company


Authorized Signature

3/9/2022
Date

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

REQUEST FOR QUOTATION
[Removal and Installation of Chain Link Fencing]

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Lottery to establish a contract for the following:

*Note Vendor must remove and dispose of approximately 1300 feet of 5' chain link fencing surrounding property located directly across the street from Lottery Headquarters at 900 Pennsylvania Ave., Charleston, WV. This property is underneath the interstate and is currently vacant.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 **“Construction Services”** means removal of old fence and installation of new fence as more fully described in the Project Plans.

2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 **“Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least 10 projects that involved work similar to that described in

REQUEST FOR QUOTATION
[Removal and Installation of Chain Link Fencing]

Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
 - No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
 - Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

10. CONDITIONS OF THE WORK

REQUEST FOR QUOTATION
[Removal and Installation of Chain Link Fencing]

10.1. Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

10.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.3. Standard Work Hours: The standard hours of work for this Contract will be Monday – Friday 7am – 5pm, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.4.1.1. Vendor shall ensure that ALL debris caused by construction is removed from the property before the final walkthrough with Lottery facility manager.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

REQUEST FOR QUOTATION
[Removal and Installation of Chain Link Fencing]

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Pam Schumacher

Telephone Number: 304-776-9473

Fax Number: 304-776-9474

Email Address: allqualityllc2@aol.com

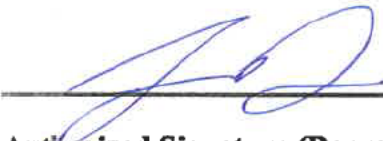
REQUEST FOR QUOTATION
[Removal and Installation of Chain Link Fencing]

EXHIBIT A – Pricing Page

LUMP SUM BID TOTAL

\$ 68,275.00

Sixty eight thousand two hundred seventy five dollars and no cents



(Jason Davis, Managing Member)

Authorized Signature (Representative Name & Title)

Jason Davis, Managing Member

Printed Name & Title of Representative

allqualityllc@aol.com - Office: (304) 776-9473 Cell: (304)

Email address and/or contact phone number

REQUEST FOR QUOTATION
Removal and Installation of Chain Link Fencing

EXHIBIT B – PROJECT PLANS

1. GENERAL REQUIREMENTS:

- A. Mandatory Contract Requirements:** Contract items must meet or exceed the mandatory requirements listed below.

Note- The specifications of this RFQ and/or any standards referenced in and/or attached to this RFQ may include references to specific recognized "industry standard" specifications which are issued by third parties, such as the American Society for Testing and Materials (ASTM).

1.1 Components for Chain Link Fence:

- 1.1.1 Chain Link Fabric:** Shall be zinc coated steel in accordance with ASTM A392.
- 1.1.2 Fabric Selvage:** Twist on top, knuckle on bottom.
- 1.1.3 Coating:** If zinc coated before weaving, coating shall be class 5 per ASTM A817. If zinc coated after weaving, coating shall be class 2.
- 1.1.4 Size/Thickness:** 2-inch mesh. 9- gauge wire.
- 1.1.5 Height:** Completed fence must be at least 6 Feet tall
- 1.1.6 Length:** Approximately 1500 Linear Feet

REQUEST FOR QUOTATION
Removal and Installation of Chain Link Fencing

1.2 Framework:

1.2.1 Posts and Top Rails: Top rails shall be required. Posts and Top Rail shall meet the requirements of ASTM F 1083 and shall be schedule 40. Post and rail strength and size (diameter) shall be determined by the Vendor and shall meet recommendations of the CLFMI manual specified in Section I.A.II and the CLFMI manual WLG2445, as applicable. The following minimum requirements shall apply:

1.2.1.1 Line Posts- Minimum of 2.375-inch diameter.

1.2.1.2 End, Corner, Pull, Gate Posts- Minimum of 1.660-inch diameter.

1.2.1.3 Top, Brace, Bottom, and intermediate rails- Minimum of 1.660-inch diameter.

1.2.2 Set Line posts: Line Posts shall be set at the ten (10) foot interval; however, four (4) foot shall be the minimum due to possible site constraints as some areas might require more or less space, such as corners, utility poles, etc.

1.2.3 Posts must be set at a minimum of 3.0 feet depth. Posts shall be set in concrete and filled to grade.

1.2.4 Footing diameter shall be a minimum of 4x the post diameter.

1.3 Metallic Coated Steel Barbed Wire Overhang:

1.3.1 Fencing shall include three (3) strands of barbed wire across the top, stretched tight to deter climbing.

1.3.2 barbed arm shall be at a 45-degree angle to deter climbing.

1.4 Components and Hardware:

1.4.1 All components and hardware must be in accordance with ASTM F626.

REQUEST FOR QUOTATION
Removal and Installation of Chain Link Fencing

- 1.5 Double Swing Gates:** The two (2) gates shall be a double swing type in accordance with the typical detail contained in CLF-PM0610. Each section of the double Swing Gate shall be six (6) feet high and sixteen (16) feet in length located at the entrance.
- 1.6 Concrete:** All concrete shall have a minimum of twenty-eight (28) day compressive strength of 2,500 psi.
- 1.7 Warranty:** The successful vendor shall provide a minimum of five (5) year warranty on all parts and labor at no additional cost. A copy of the warranty shall be provided upon completion of the project.



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

I, Jason Davis, after being first duly sworn, depose and state as follows:

- 1. I am an employee of All Quality, LLC; and,
(Company Name)
- 2. I do hereby attest that All Quality, 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: Jason Davis

Signature: 

Title: Managing Member

Company Name: All Quality, LLC

Date: 3/9/2022


STATE OF WEST VIRGINIA,

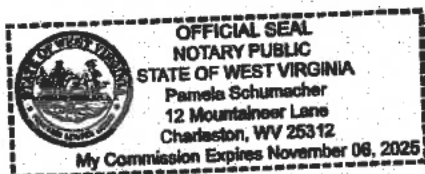
COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 9 day of March, 2022.

By Commission expires November 6, 2025

(Seal)


(Notary Public)



STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: All Quality LLC

Authorized Signature:  Date: 3/9/2022

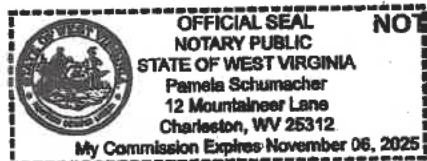
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 9 day of March, 2022.

My Commission expires November 6, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC



CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV023713

Classification:

ELECTRICAL
HEATING, VENTILATING & COOLING
FENCING
DEMOLITION
FINISHED CARPENTRY


ALL QUALITY LLC
DBA ALL QUALITY FENCE
PO BOX 7169
CROSS LANES, WV 25356

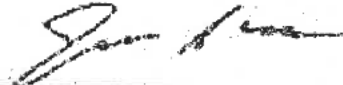
Date Issued

Expiration Date

DECEMBER 22, 2021

DECEMBER 22, 2022


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



FIFTH THIRD BANK

CASHIER'S CHECK

March 09, 2022

Pay to the Order of: CRFQ 2200000010**

\$*****3,413.75

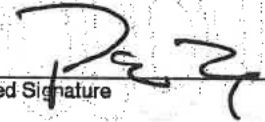
Amount: THREE THOUSAND FOUR HUNDRED THIRTEEN 75/100 US DOLLARS

Drawn on: Fifth Third Bank National Association

Transaction Number: [Redacted]
Cost Center:

Memo: BID BOND
Purchased by: WILLIAM J DAVIS

The purchase of a Surety Bond may be required before any Cashier's Check on this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.

Authorized Signature 



THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

73-119
421

Security Features Included: EM