



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.

Header 1

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1088124

Procurement Type: Central Purchase Order

Vendor ID: 000000118298

Legal Name: ALL QUALITY LLC

Alias/DBA:

Total Bid: \$1,414,385.00

Response Date: 09/07/2022

Response Time: 12:53

Responded By User ID: AllQualityLLC

First Name: JASON

Last Name: Davis

Email: allqualityllc@aol.com

Phone: 304-776-9473

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2300000006

Published Date: 8/30/22

Close Date: 9/7/22

Close Time: 13:30

Status: Closed

Solicitation Description: Volkstone Perimeter Fencing
(Construction) Camp Dawson

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 1088124
Solicitation Description: Volkstone Perimeter Fencing (Construction) Camp Dawson
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-09-07 13:30	SR 0603 ESR09072200000001226	1

VENDOR
000000118298
ALL QUALITY LLC

Solicitation Number: CRFQ 0603 ADJ2300000006
Total Bid: 1414385
Response Date: 2022-09-07
Response Time: 12:53:34
Comments:

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Volkstone Perimeter Fence-BASE BID				967995.00

Comm Code	Manufacturer	Specification	Model #
72154013			

Commodity Line Comments:

Extended Description:

BASE BID (Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete Volkstone Perimeter Fencing construction, near Kingwood WV per the attached specifications and documentation.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	ADD-ALTERNATE 1- Per the Drawings & Specifications				186935.00

Comm Code	Manufacturer	Specification	Model #
72154013			

Commodity Line Comments:

Extended Description:

ADD- ALTERNATE NO.1(Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete construction per Drawings and Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	ADD-ALTERNATE 2- Per the Drawings & Specifications				259455.00

Comm Code	Manufacturer	Specification	Model #
72154013			

Commodity Line Comments:

Extended Description:

ADD- ALTERNATE NO.2(Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete construction per Drawings and Specifications



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

Proc Folder: 1088124			Reason for Modification: Addendum No. 1
Doc Description: Volkstone Perimeter Fencing (Construction) Camp Dawson			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-30	2022-09-07 13:30	CRFQ 0603 ADJ2300000006	2

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 : ALL QUALITY, LLC
Address :
Street : PO BOX 7169
City : CROSS LANES
State : WV **Country :** USA **Zip :** 25356
Principal Contact : JASON DAVIS
Vendor Contact Phone: (304) 776-9473 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 22-3846602 **DATE** 9/7/2022

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

ADDITIONAL INFORMATION

Addendum No. 1

To provide copies of the Pre-bid Sign-in sheets, see attached

To provide responses to vendor questions, see attached.

To move bid opening date and time to September 7th at 1:30 pm est.

No other changes.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Volkstone Perimeter Fence-BASE BID	SEE ATTACHED PROPOSAL FORM FOR UNIT PRICES FOR EACH ITEM			\$967,995.00

Comm Code	Manufacturer	Specification	Model #
72154013			

Extended Description:

BASE BID (Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete Volkstone Perimeter Fencing construction, near Kingwood WV per the attached specifications and documentation.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	ADD-ALTERNATE 1- Per the Drawings & Specifications	SEE ATTACHED PROPOSAL FORM FOR UNIT PRICES FOR EACH ITEM			\$186,935.00

Comm Code	Manufacturer	Specification	Model #
72154013			

Extended Description:

ADD- ALTERNATE NO.1(Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete construction per Drawings and Specifications

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	ADD-ALTERNATE 2- Per the Drawings & Specifications		SEE ATTACHED PROPOSAL FORM FOR UNIT PRICES FOR EACH ITEM		\$259,455.00

Comm Code	Manufacturer	Specification	Model #
72154013			

Extended Description:

ADD- ALTERNATE NO.2(Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete construction per Drawings and Specifications

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am est.	2022-08-18
2	Vendor Technical Questions Due by Noon est.	2022-08-26

	Document Phase	Document Description	Page 4
ADJ2300000006	Draft	Volkstone Perimeter Fencing (Construction) Camp Dawson	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

PROPOSAL FORM

CONTRACTOR ALL QUALITY, LLC
ADDRESS PO BOX 7169
CROSS LANES, WV 25356
TELEPHONE NO. (304) 776-9473
FAX NO. (304) 776-9474
FEDERAL I.D. NO. 22-3846602
STATE CONTRACTOR LICENSE NO. WV 033713

CONTRACT IDENTIFICATION:

VOLKSTONE PERIMETER FENCE, CAMP DAWSON, KINGWOOD, WV

AAI Project No. 2206063.00

THIS BID IS SUBMITTED TO:

**State of West Virginia
West Virginia Army National Guard
Camp Dawson
Kingwood, WV**

The undersigned BIDDER proposes and agrees, if this Bid is accepted by the Owner, to enter into an agreement with the OWNER to perform and furnish all Work as specified or indicated in the Contract Documents for the Unit Bid Prices and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

1. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within five (5) days after the date of OWNER'S Notice of Award.

BASE BID – UNIT PRICES

CLEARING AND GRUBBING

1 LS @ \$50,000.00 /LS=\$ 50,000.00

MOBILIZATION

1 LS @ \$46,095.00 /LS = \$ 46,095.00

UNCLASSIFIED EXCAVATION

1200 CY @ \$20.00 /CY = \$ 24,000.00

UNCLASSIFIED BORROW

1200 CY @ \$20.00 /CY = \$ 24,000.00

FABRIC FOR SEPARATION

6140 SY @ \$10.00 /SY = \$ 61,400.00

AGGREGATE BASE COURSE CLASS I

1600 CY @ \$50.00 /CY = \$ 80,000.00

AGGREGATE BASE COURSE CLASS I0

333 CY @ \$50.00 /CY = \$ 16,650.00

18 INCH HDPE STORM DRAIN CULVERT PIPE

280 LF @ \$150.00 /LF = \$ 42,000.00

30 INCH HDPE STORM DRAIN CULVERT PIPE

40 LF @ \$200.00 /LF = \$ 8,000.00

36 INCH HDPE STORM DRAIN CULVERT PIPE

40 LF @ \$250.00 /LF = \$ 10,000.00

42 INCH HDPE STORM DRAIN CULVERT PIPE

80 LF @ \$300.00 /LF = \$ 24,000.00

48 INCH HDPE STORM DRAIN CULVERT PIPE

40 LF @ \$400.00 /LF = \$ 16,000.00

REMOVABLE BOLLARD

6 EA @ \$3,000.00 /EA \$ 18,000.00

8" STEEL BOLLARD

32 EA @ \$1,800.00 /EA \$ 57,600.00

CONSTRUCTION LAYOUT STAKE

1 LS @ \$5,000.00 /LS= \$ 5,000.00

EROSION CONTROL

1 LS @ \$76,500.00 /LS = \$ 76,500.00

FE6 CHAIN LINK FENCE

5050 LF @ \$75.00 /LF= \$ 378,750.00

ITEM DOUBLE LEEF GATES COMPLETE WITH 3 WIRE SECURITY

1 EA @ \$30,000.00 /EA= \$ 30,000.00

BASE BID

TOTAL BID AMOUNT

NINE HUNDRED SIXTY SEVEN THOUSAND NINE HUNDRED NINETY FIVE DOLLARS AND ZERO CENTS

(PLEASE SPELL OUT BID IN WORDS)

\$ 967,995.00
(IN DOLLARS AND CENTS)

Add Alternate No. 1 – UNIT PRICES

AGGREGATE BASE COURSE CLASS 10(Negative Quantity)

-335 CY @ \$50.00 /CY = \$ (16,750.00)

MARSHALL ASPHALT BASE CRSE, STONE OR GRAVEL TYPE II

688 TN @ \$185.00 /TN = \$ 127,280.00

MARSHALL ASPHALT WEAR COURSE, STONE OR GRAVEL, TYPE I

413 TN @ \$185.00 /TN = \$ 76,405.00

BASE BID

TOTAL Add Alternate No. 1 AMOUNT

ONE HUNDRED EIGHTY SIX THOUSAND NINE HUNDRED THIRTY FIVE DOLLARS AND ZERO CENTS
(PLEASE SPELL OUT BID IN WORDS)

\$ 186,935.00
(IN DOLLARS AND CENTS)

Add Alternate No. 2 – UNIT PRICES

AGGREGATE BASE COURSE CLASS 10(Negative Quantity)

-335 CY @ \$50.00 /CY = \$ (16,750.00)

MARSHALL ASPHALT BASE CRSE, STONE OR GRAVEL TYPE II

915 TN @ \$185.00 /TN = \$ 169,275.00

MARSHALL ASPHALT WEAR COURSE, STONE OR GRAVEL, TYPE I

578 TN @ \$185.00 /TN = \$ 106,960.00

TOTAL Add Alternate No. 2 AMOUNT

TWO HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED FIFTY FIVE DOLLARS AND ZERO CENTS

(PLEASE SPELL OUT BID IN WORDS)

\$ 259,455.00

(IN DOLLARS AND CENTS)

2. In submitting this Bid, BIDDER represents that:

(a) BIDDER has examined and carefully studied the Bidding documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

ADDENDUM #1 - ISSUED 8/30/2022

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 of the Supplementary BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions

of the Contract Documents.

(e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

(g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, or organization or corporation ; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false Bid or claim; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

3. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the amount of a minimum of five percent (5%) of the amount of Bid.

4. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

Submitted on SEPTEMBER 7, 2022

Firm Name: ALL QUALITY, LLC

Address: PO BOX 7169

City/State/Zip: CROSS LANES, WV 25356

Phone No. (304) 776-9473

Fax No. (304) 776-9474

Email Address: ALLQUALITYLLC@AOL.COM / ALLQUALITYLLC2@AOL.COM

By: JASON DAVIS

Signature: 

END OF PROPOSAL FORM



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: September 7, 2022

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

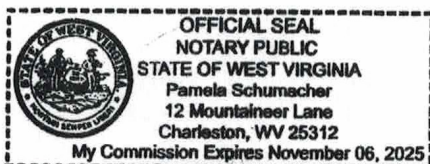
Taken, subscribed and sworn to before me this 7th day of September, 2022.

By Commission expires November 6, 2025

(Seal)



(Notary Public)



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:

ALL QUALITY, LLC

Vendor's Name: _____

Authorized Signature:  Date: 9/7/2022

State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 7th day of September, 2022.

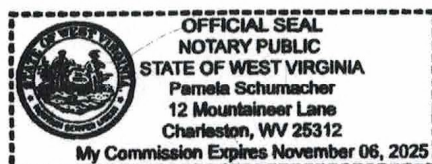
My Commission expires November 6, 2025

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 07/01/2012)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, All Quality, LLC
of Charleston, WV, as Principal, and Merchants National Bonding, Inc.
of Des Moines, IA, a corporation organized and existing under the laws of the State of
IA with its principal office in the City of IA, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent 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
Perimeter Fencing, Camp Dawson, Kingwood, WV

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.

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 7th day of September, 2022.

Principal Seal

All Quality, LLC

(Name of Principal)

By

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

Managing Member
(Title)

Surety Seal



Merchants National Bonding, Inc.

(Name of Surety)

By:

[Signature]
Andrew K. Teeter, Licensed
WV Resident Agent

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.

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Andrew K Teeter; Douglas P Taylor; Kimberly L Miles; Tammy S Selbe

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of May, 2022.

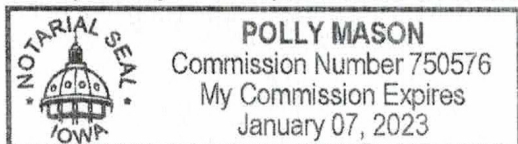


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 12th day of May, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of September, 2022.



William Warner Jr.
Secretary

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.
Stone Paving, Inc	WV 025245

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.

(Name, Title) Pam Schumacher, Contract Manager

(Printed Name and Title) PAM SCHUMACHER, CONTRACT MANAGER

(Address) PO BOX 7169, CROSS LANES, WV 25356

(Phone Number) / (Fax Number) (304) 776-9473 / (304) 776-9474

(email address) ALLQUALITYLLC2@AOL.COM

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

ALL QUALITY, LLC

(Company)

(Authorized Signature) (Representative Name, Title)

JASON DAVIS, MANAGING MEMBER

(Printed Name and Title of Authorized Representative) (Date)

(304) 776-9473 / (304) 776-9474

(Phone Number) (Fax Number)

ALLQUALITYLLC@AOL.COM

(Email Address)

REQUEST FOR QUOTATION – CRFQ ADJ23*06
Volkstone Perimeter Fence Construction-Camp Dawson

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard, Construction & Facilities Management Office, to establish a contract for the one-time purchase of all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and full completion of Volkstone Perimeter Fence Construction, located near Kingwood, WV. Alpha Associates, Inc., is serving as the Architect on this project. This definition of scope is provided only to indicate the very general nature of the work that is more fully defined in the Drawings, Specifications and Project Plans.

Due to meeting restrictions currently in place, vendors are asked to stay in your vehicle once you arrive at the Kingwood Armed Forces Reserve Center Parking Lot, until provided instructions by Training Site Branch staff. Please follow the guidelines below regarding the meeting.

- No more than two (2) representatives of the interested bidder may attend the site visit; to limit group size.
- Site visits will take place the day of the Pre-Bid meeting in small groups as directed by the Agency Project Manager, vendors should plan on the possibility of being onsite for several hours, depending on the number of contractors who attend.
- Visiting bidder representative(s) must abide by all safety precautions for safe social distancing, as prescribed by the Agency Project Manager.
- The site visit is NOT an opportunity to ask or submit technical questions about the project. No verbal representations provided at a site visit are binding in any manner. Interested bidders should submit all technical questions per the instructions in the CRFQ.

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 Specification's Manual as defined below.

- 2.1 **"Construction Services"** means materials, labor, tools, taxes, transportation and expendable equipment necessary to complete Volkstone Perimeter Fence Construction, as more fully described in these specifications and the Drawings/Specifications/Project Manual.

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- 2.2 “Pricing Page”** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual 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 “Specifications/Project Manual”** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents (“AIA documents”) attached thereto.
- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
- 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 5 (five) projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the 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. This contract has **Two (2)** alternates.
- 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

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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. Alternate selection will be identified in the Purchase Order. This contract has **Two (2)** alternates.

7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

8. **RETAINAGE:** Agency is entitled to withhold **10%** from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.
9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

10. **SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by a date to be determined based on the notice to proceed and final completion by a date to be determined based on the notice to proceed. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

11. **LIQUIDATED DAMAGES:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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12. PROJECT PLANS: Copies of the project plans can be obtained by contacting the entity identified below.

Alpha Associates, Inc.
209 Prairie Avenue
Morgantown, WV 26501
Between the hours of 9:00am to 12:00 Noon and 1:00pm to 4:30pm
Monday through Friday for a fee of \$100.

Copies of project plans can be examined at the following locations

Kanawha Valley Builder's Association
1627 Bigley Avenue
Charleston, WV 25302
(304) 342-7141 FAX: (304) 343-8014

Contractor's Association of West Virginia
2114 Kanawha Boulevard East
Charleston, WV 25311
(304) 342-1166 FAX: (304) 342-1074

Pennsylvania Builder's Exchange
1813 North Franklin Street
Pittsburgh, PA 15233
(412) 922-4200 FAX: (412) 928-9406

Construction Employer's Association of North Central West Virginia
2794 White Hall Boulevard
White Hall, WV 26554
(304) 367-1290 FAX: (304) 367-0126

McGraw-Hill Dodge Reports
Attn: Scan Department
3315 Central Avenue
Hot Springs, AR 71913-6138
(781) 430-2004

Parkersburg/Marietta Contractor's Association
2905 Emerson Avenue
Parkersburg, WV 26104
(304) 484-6485

CMD Group
30 Technology Parkway South Suite 100
Norcross, GA 30092

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(770) 417-4000

Ohio Valley Construction Employer's Council
21 Armory Drive
Wheeling, WV 26003
(304) 242-0520

13. 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.

14. 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:

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

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

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

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

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

15. MISCELLANEOUS:

15.1. 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

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Email Address: ALLQUALITYLLC2@AOL.COM

JASON DAVIS - ALLQUALITYLLC@AOL.COM

15.2. Owner's Representative: Owner's representative for notice purposes is

Name: Phillip Cantrell

Telephone Number: 304-791-4089

Email Address: phillip.j.cantrell2.nfg@mail.mil

16. Initial Decision Maker: Alpha Associates, Inc., the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2300000006

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 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 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

9/7/2022

Date

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