



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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

List View

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

Procurement Folder: 219723	SO Doc Code: CRFQ
Procurement Type: Central Purchase Order	SO Dept: 0603
Vendor ID: 000000118298 <input type="button" value="Go"/>	SO Doc ID: ADJ1600000022
Legal Name: ALL QUALITY LLC	Published Date: 7/8/16
Alias/DBA:	Close Date: 7/19/16
Total Bid: \$78,272.00	Close Time: 13:30
Response Date: 07/19/2016 <input type="button" value="Calendar"/>	Status: Closed
Response Time: 13:02	Solicitation Description: Addendum No. 2 - To Respond to Vendor Questions
Total of Header Attachments: 0	
Total of All Attachments: 0	



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 219723

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

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-07-19 13:30:00	SR 0603 ESR07191600000000218	1

VENDOR

000000118298
 ALL QUALITY LLC

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Remove old and install new fencing Point Pleasant MP				\$78,272.00

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.
-------------------------------	--



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: Remove old and install new fencing Point Pleasant MotorPool

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-01	2016-07-05 13:30:00	CRFQ 0603 ADJ1600000022	1

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:

All Quality LLC
 PO Box 7169
 Charleston, WV 25356

Phone: 304-776-9473

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 22-3846602

DATE

7/19/2016

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 West Virginia Army National Guard to establish a one time purchase of labor, materials, and all associated costs to remove existing fence, install new perimeter fencing, gates and associated hardware at the Point Pleasant Armory Facility, located in, Point Pleasant, WV, per the attached plans and specifications.

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				\$ 78,272.00

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

ADJ160000022	Document Phase Final	Document Description Remove old and install new fencing Point Pleasant MotorPool	Page 3 of 3
---------------------	--------------------------------	---	------------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

June 16, 2016 at 11:00 AM
Point Pleasant Motor Pool
729 Fairground Road
Point Pleasant, WV 25550

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **June 22, 2016**

Submit Questions to: **Charles Barnette, Buyer**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Charles.D.Barnette@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus ^{N/A} convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: July 5, 2016 at 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

_____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 90 calendar days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of contract value. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$500,000.00
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

Valid West Virginia Contractors License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of
N/A

for N/A

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.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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: All Quality LLC
Contractor's License No. WV 033713

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a 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;

- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. 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.

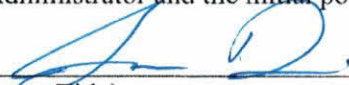
4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

5. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

- a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
- b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

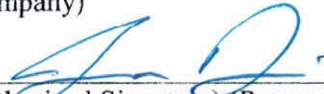
6. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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.

 Managing Member
(Name, Title)
Jason Davis - Managing member
(Printed Name and Title)
PO Box 7169, Charleston WV 25356
(Address)
304-776-9473 304-776-9474
(Phone Number) / (Fax Number)
allqualityllc@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.

All Quality LLC
(Company)

 Jason Davis - managing member
(Authorized Signature) (Representative Name, Title)

Jason Davis - Managing member
(Printed Name and Title of Authorized Representative)

7/19/2016
(Date)

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

REQUEST FOR QUOTATION
Point Pleasant Armory Fence Replacement, Point Pleasant, WV
ADJ160000022

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard's Construction and Facilities Management Office to establish a contract for the one time purchase of labor, materials, and all associated costs to remove existing fence, install new perimeter fencing, gates and associated hardware at the Point Pleasant Armory Facility, located in, Point Pleasant, WV, per the attached plans and specifications.

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.
 - 2.1 **"Contract Item"** means the provision of labor, materials, and all associated costs to remove the existing fence, install new perimeter fencing, gates and associated hardware at the Point Pleasant Armory Facility, per the scope of work, drawings and as more fully described by these specifications.

 - 2.2 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Contract Item #1: CONTRACT TOTAL BID Labor, materials, and all associated costs to complete removal of existing fence, install new perimeter fencing, gates and associated hardware at the Point Pleasant Armory Facility, located in Point Pleasant WV:**

REQUEST FOR QUOTATION
Point Pleasant Armory Fence Replacement, Point Pleasant, WV
ADJ160000022

- 3.1.1.1 Contractor must perform all construction layout, administer and maintain all required permits and fees to complete the renovation work in accordance with the drawings, scope of work and specifications.
- 3.1.1.2 Contractor must perform construction preparatory operations to facilitate quality control including mobilization/demobilization of personnel, equipment, and materials together with coordinating storage facilities and staging areas as indicated in the drawings and specifications.
- 3.1.1.3 Contractor must provide all site development, demolition and disposal of materials in accordance with the drawings and specifications.
- 3.1.1.4 Contractor must provide and install all items necessary for the satisfactory and complete perimeter fencing replacement at the Point Pleasant Armory in every detail, all in full accordance with, and in conformity to, the contract documents, drawings, scope of work and specifications.
- 3.1.1.5 Contractor shall visit the site prior to bidding and coordinate with the Owner's representative to determine first hand all existing site conditions and include in their proposal all costs to complete the work.
- 3.1.1.6 ALL plans and specifications shall be understood to include an "or equal" clause for any product listed in the documents.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide the agency with a purchase price for the Contract Items. The contract will be awarded to the lowest contract total bid. The Owner reserves the right to accept or reject the Bid(s) if the costs exceed the amount budgeted by funding sources for the project.

REQUEST FOR QUOTATION
Point Pleasant Armory Fence Replacement, Point Pleasant, WV
ADJ160000022

4.2 Pricing Page: Vendor should complete the Pricing Page by completing the attached bid form. Contract Item #1 is a lump sum contract total bid for the removal of existing fence, installation of new perimeter fencing, gates and associated hardware at the Point Pleasant Armory in Point Pleasant, WV. Vendor should complete the Pricing Page in full as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Payment will be made in accordance with the percentage of completed work for the approved schedule of values for such work.

Project is to be completed within 90 calendar days after issuance of notice to proceed.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a notice to proceed. Vendor shall deliver and complete the installation of the Contract Items within 90 calendar days after receiving a notice to proceed.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

REQUEST FOR QUOTATION
Point Pleasant Armory Fence Replacement, Point Pleasant, WV
ADJ160000022

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

REQUEST FOR QUOTATION
Point Pleasant Armory Fence Replacement, Point Pleasant, WV
ADJ160000022

7.2.3 Any other remedies available in law or equity.

ADJ16 – POINT PLEASANT MOTOR POOL FENCE AND GATE PROJECT

PART 1 – GENERAL

1.1 SUMMARY OF WORK

A. Vendor is to provide all labor, materials, and associated costs to install new fencing, gates, and associated hardware at the Point Pleasant Motor Pool located at 729 Fairground Road in Point Pleasant, WV 25550.

Due to the nature of this project, vendors are solely responsible for field verifying measurements of current site conditions at the Point Pleasant Motor Pool with regards to proposed locations of fencing, gates, and hardware installations as specified. Vendors are responsible for identifying the locations of any utility or structural impediments that may determine the actual location or installation method for installing the fencing, gates, or hardware. The measurements incorporated in this solicitation are estimates provided by the owner for bidding purposes and are to be verified by the vendor.

Vendors quoting this project shall comply with the below specifications and the scope of work as follows:

Vendor will provide a lump sum price to provide and install the items below at the Point Pleasant Motor Pool located at 729 Fairground Road Point Pleasant, WV 25550.

Remove approximately 2,745 lf of existing fence.

Provide and install approximately 3,160 lf of 6'-0" high new galvanized chain-link fence.

Provide and install three (3) sets of 12'-0" wide double swing gate.

Prepare site; including, but not limited to, removal of vegetation and incidental grading as required to successfully install fencing, gates, including posts, braces, barbed wire railings and hardware per the specifications.

1.2 PROJECT SCHEDULE

- A. Mandatory on-site pre-bid conference is scheduled for June 16, 2016 at 11:00 am.
- B. A pre-construction meeting will be scheduled with the successful vendor after the contract award to review the work schedule and to issue the notice to proceed.
- C. Project is to be completed within 90 calendar days of the notice to proceed.

- D. Work is to be performed between the hours of 7:30 am and 4:00 pm Monday through Friday. Requests for additional work hours are at the discretion of the WVANG and the caretaker of the facility.

CHAIN-LINK FENCES AND GATES

1.1 RELATED DOCUMENTS

- A. Contract Drawings and general provisions of the Contract apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
1. Galvanized steel chain-link fabric
 2. Galvanized steel framework
 3. Barbed wire
 4. Grounding and bonding
 5. Swing Gates

1.3 DEFINITIONS

- A. CLFMI: Chain Link Fence Manufacturers Institute.

1.4 SUBMITTALS

- A. Product Data: Material descriptions, construction details, dimensions of individual components and profiles, and finishes for the following:
1. Fence and gate posts, rails, and fittings
 2. Chain-link fabric, reinforcements, and attachments
 3. Gates and hardware
 4. Barbed wire
 5. Swing Gates
- B. Shop Drawings: Show locations of fence, each gate, posts, rails, and tension wires and details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, elevations, sections, gate swing and other required installation and operational clearances, and details of post anchorage and attachment and bracing.
- C. Certifications: Manufacturers material certifications in compliance with current ASTM specifications.
- D. Domestic certifications: Material certifications, Made in U.S.A.

- E. **Qualification Data:** For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and C&FMO, and other information specified.
- F. **Field Test Reports:** Indicate and interpret test results for compliance of chain-link fence and gate grounding and bonding with performance requirements.
- G. **Operation and Maintenance Data** for each gate type. Vendor to deliver three (3) copies of instructions for operation, maintenance, recommendations, and parts manuals covering the installed products to the Owners Representative, inclusive of the name, address, and telephone number of the nearest fully equipped service organization.
- H. **Certification:** Deliver to the Owners Representative written certification from the manufacturer's technical advisor that the gate systems and accessories are installed and operating properly and include a System Acceptance Test Report.

1.5 QUALITY ASSURANCE

- A. **Manufacturer:** Company operating in the United States and having U.S. manufacturing facility/facilities specializing in manufacturing chain link fence products with at least five (5) years experience.
- B. **Installer Qualifications:** An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance in accordance with ASTM F567 and has at least five (5) years experience.
- C. **Tolerances:** Current published edition of ASTM specifications tolerances apply. ASTM specification tolerances supersede any conflicting tolerance.
- D. **Testing Agency Qualifications:** Testing agency as defined by OSHA in 29 CFR 1910.7 or a member company of the International Electrical Testing Association and that is acceptable to authorities having jurisdiction.
 - 1. **Testing Agency's Field Supervisor:** Person currently certified by the International Electrical Testing Association or the National Institute for Certification in Engineering Technologies, to supervise on-site testing specified in Part 3.
- E. **Source Limitations for Chain-Link Fences and Gates:** Obtain each color, grade, finish, type, and variety of component for chain-link fences and gates from one source with resources to provide chain-link fences and gates of consistent quality in appearance and physical properties.

1.6 PROJECT CONDITIONS

- A. **Existing Utilities:** Do not interrupt utilities serving facilities occupied by C&FMO or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify C&FMO not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without C&FMO's written permission.
- B. Field Measurements: Verify layout information for chain-link fences and gates shown on Contract Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.
- C. Delivery and Storage: Deliver products to site and store off the ground in designated area.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

- A. Steel Chain-Link Fence Fabric: Height indicated on Contract Drawings. Provide fabric fabricated in one-piece widths for fencing in height of 12 feet and less. Comply with CLFMI's "Product Manual" and with requirements indicated below:
1. Mesh and Wire Size: 2" Mesh and 9GA Wire Size, as indicated on Contract Drawings.
 2. Zinc-Coated Fabric: ASTM A 392, with zinc coating applied to steel wire before weaving according to ASTM A 817, Type II, zinc coated (galvanized) with the following minimum coating weight:
 - a. Class 2: Not less than 2 oz./sq. ft. of uncoated wire surface.
 3. Coat selvage ends of fabric that is metallic coated during the weaving process with manufacturer's standard clear protective coating.
- B. Selvage: Knuckled at both selvages.

2.2 INDUSTRIAL FENCE FRAMING

- A. Round Steel Pipe: Standard weight, Schedule 40, galvanized steel pipe complying with ASTM F 1083. Comply with ASTM F 1043, Material Design Group IA, external and internal coating Type A, consisting of not less than 1.8-oz./sq. ft. zinc; and the following strength and stiffness requirements:
1. Line, End, Corner, and Pull Posts and Top Rail: Per requirements for Heavy Industrial Fence.
- B. Post Brace Rails: Provide brace rail with truss rod assembly for each gate, end, and pull post. Provide two brace rails extending in opposing directions, each with truss rod assembly, for each corner post and for pull posts. Provide rail ends and clamps for attaching rails to posts.

2.3 TENSION WIRE

- A. General: Provide horizontal tension wire at the following locations:
1. Location: Extended along top and bottom of fence fabric.

- B. **Metallic-Coated Steel Wire:** 0.177-inch- diameter, marcelled tension wire complying with ASTM A 824 and the following:
 - 1. **Coating:** Type II, zinc coated (galvanized) by the hot-dip process, with the following minimum coating weight:
 - a. Matching chain-link fabric coating weight.

2.4 INDUSTRIAL SWING GATES

- A. **General:** Comply with ASTM F 900 for the following swing-gate types:
 - 1. Double gate.
- B. **Metal Pipe and Tubing:** Galvanized steel. Comply with ASTM F 1083 and ASTM F 1043 for materials and protective coatings.
- C. **Frames and Bracing:** Fabricate members from galvanized steel tubing with outside dimension and weight according to ASTM F 900 for the following gate fabric height:
 - 1. Gate Fabric Height: 6 feet.
- D. **Frame Corner Construction:** As follows:
 - 1. Welded or assembled with corner fittings and 5/16-inch- diameter, adjustable truss rods for panels 5 feet wide or wider.
- E. **Gate Posts:** Fabricate members from round aluminum pipe with outside dimension and weight according to ASTM F 900 for the following gate fabric heights and leaf widths:
 - 1. Gate Fabric Height by Leaf Width: Over 6 feet by 6 feet or less.
- F. **Extended Gate Posts and Frame Members:** Extend gate posts and frame end members above top of chain-link fabric at both ends of gate frame as required to attach barbed wire assemblies.
- G. **Hardware:** Latches permitting operation from both sides of gate, hinges, center gate stops and, for each gate leaf more than 3 feet wide, keepers. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate.

2.5 FITTINGS

- A. **General:** Provide fittings for a complete fence installation, including special fittings for corners. Comply with ASTM F 626.
- B. **Post and Line Caps:** Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide weathertight closure cap for each post.

1. Provide line post caps with loop to receive tension wire or top rail.
- C. Rail and Brace Ends: Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide rail ends or other means for attaching rails securely to each gate, corner, pull, and end post.
- D. Tension and Brace Bands: Hot-dip galvanized pressed steel.
- E. Tension Bars: Hot-dip galvanized steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
- F. Truss Rod Assemblies: Hot-dip galvanized steel rod and turnbuckle or other means of adjustment.
- G. Barbed Wire Arms: Hot-dip galvanized pressed steel. Provide the following type, according to ASTM F 626, with clips, slots, or other means for attaching strands of barbed wire, integral with post cap; one for each post, unless otherwise indicated. Provide line posts with arms designed with opening to accommodate tension wire. Provide corner arms at fence corner posts, unless extended posts are indicated.
1. Type I, single slanted arm.
- H. Tie Wires, Clips, and Fasteners: Provide the following types according to ASTM F 626:
1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
 - a. Hot-Dip Galvanized Steel: 0.148-inch- diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.
 2. Power-driven fasteners.
 3. Round Wire Clips: Hot-dip galvanized steel or aluminum for attaching chain-link fabric to H-beam posts.
 4. Round Wire Hog Rings: Hot-dip galvanized steel or aluminum for attaching chain-link fabric to horizontal tension wires.
- I. Pipe Sleeves: For posts set into concrete, provide preset hot-dip galvanized steel pipe sleeves complying with ASTM A 53, not less than 6 inches long with inside dimensions not less than 1/2 inch more than outside dimension of post, and flat steel plate forming bottom closure.

2.6 BARBED WIRE

- A. Zinc-Coated Steel Barbed Wire: Comply with ASTM A 121, Chain-Link Fence grade for the following two-strand barbed wire:
1. Standard Size and Construction: 0.099-inch- diameter line wire with 0.080-inch- diameter, 2-point round barbs spaced not more than 4 inches o.c.

2.7 CAST-IN-PLACE CONCRETE

- A. General: Comply with ACI 301 for cast-in-place concrete.

- B. Materials: Portland cement complying with ASTM C 150 aggregates complying with ASTM C 33, and potable water for ready-mixed concrete complying with ASTM C 94. Measure, batch, and mix Project-site-mixed concrete according to ASTM C 94.
 - 1. Concrete Mixes: Normal-weight concrete with not less than 3000-psi compressive strength (28 days), 3-inch slump, and 1-inch maximum size aggregate.
- C. Materials: Dry-packaged concrete mix complying with ASTM C 387 for normal-weight concrete mixed with potable water according to manufacturer's written instructions.

2.8 FENCE GROUNDING

- A. Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.
 - 1. Material Above Finished Grade: Copper.
 - 2. Material On or Below Finished Grade: Copper.
 - 3. Bonding Jumpers: Braided copper tape, 1 inch wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.
- B. Connectors and Ground Rods: Listed in UL 467.
 - 1. Connectors for Below-Grade Use: Exothermic welded type.
 - 2. Ground Rods: Copper-clad steel.
 - a. Size: 5/8 inch by 96 inches.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance.
 - 1. Do not begin installation before final grading is completed, unless otherwise permitted by C&FMO.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

- A. General: Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.
 - 1. Install fencing on established boundary lines inside property line.
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil.
- C. Post Setting: Hand-excavate holes for post foundations in firm, undisturbed or compacted soil. Set terminal line gate posts in concrete footing. Protect portion of posts aboveground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Using mechanical devices to set line posts per ASTM F 567 is not permitted. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during placement and finishing operations until concrete is sufficiently cured.
 - 1. Dimensions and Profile: As indicated on Contract Drawings.
 - 2. Exposed Concrete Footings: Extend concrete 2 inches above grade, smooth, and shape to shed water.

3.4 CHAIN-LINK FENCE INSTALLATION

- A. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 30 degrees or more.
- B. Line Posts: Space line posts uniformly at 10 feet maximum o.c.
- C. Post Bracing Assemblies: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at two-thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- D. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric.
 - 1. Bottom Tension Wire: Install tension wire within 6 inches of bottom of fabric and tie to each post with not less than same gage and type of wire.
- E. Intermediate Rails: Install in one piece at as indicated on Contract Drawings, spanning between posts, using fittings, special offset fittings, and accessories.
- F. Chain-Link Fabric: Apply fabric to outside of enclosing framework. The wire must be taut and securely fastened to rigid metal posts set in concrete and must reach within 2 inches of hard ground or pavement. On soft ground, the wire must reach below the surface deep enough to compensate for shifting soil or sand, and proper erosion control measures should be considered. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

- G. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.
- H. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
 - 1. Maximum Spacing: Tie fabric to line posts 12 inches o.c. and to braces 24 inches o.c.
- I. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- J. Barbed Wire: Install barbed wire uniformly spaced as indicated on Contract Drawings. Pull wire taut and install securely to extension arms and secure to end post or terminal arms.

3.5 GATE INSTALLATION

- A. General: Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 GROUNDING AND BONDING

- A. Fence Grounding: Install at maximum intervals of 1500 feet except as follows:
 - 1. Fences within 100 Feet of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 feet.
 - a. Gates and Other Fence Openings: Ground fence on each side of opening.
 - 1) Bond metal gates to gate posts.
 - 2) Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches below finished grade.
- B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 feet on each side of crossing.
- C. Grounding Method: At each grounding location, drive a ground rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at the grounding location, including the following:
 - 1. Each Barbed Wire Strand. Make grounding connections to barbed wire with wire-to-wire connectors designed for this purpose.
- D. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.

- E. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
 - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
 - 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 - 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
 - 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

- F. Bonding to Lightning Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor complying with NFPA 780.

3.7 FIELD QUALITY CONTROL

- A. Ground-Resistance Testing Agency: Engage a qualified independent testing agency to perform field quality-control testing.

- B. Ground-Resistance Tests: Subject completed grounding system to a megger test at each grounding location. Measure ground resistance not less than two full days after last trace of precipitation, without soil having been moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests by two-point method according to IEEE 81.

- C. Desired Maximum Grounding Resistance Value: 25 ohms.

- D. Excessive Ground Resistance: If resistance to ground exceeds desired value, notify C&FMO promptly. Include recommendations to reduce ground resistance and proposal to accomplish recommended work.

- E. Report: Prepare test reports, certified by testing agency, of ground resistance at each test location. Include observations of weather and other phenomena that may affect test results.

3.8 ADJUSTING

- A. Gate: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

- B. Lubricate hardware, gate operator, and other moving parts.

3.9 DISPOSAL OF WASTE

- A. General: Except for items to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.
- D. Footers and posts cut at or below ground level. A site drawing is provided, exact location of fence will be determined at the pre-bid conference.

END OF SECTION

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: All Quality LLC

VENDOR ADDRESS: PO Box 71109
Charleston, WV 25356

TELEPHONE: 304-776-9473

FAX NUMBER: 304-776-9474

E-MAIL ADDRESS: allqualityllc@aol.com


WV CONTRACTOR'S LICENSE NO. WV033713

CONTRACT TOTAL BID:

Seventy eight thousand Two hundred Seventy two and ⁰⁰/₁₀₀
(\$ 78,272.⁰⁰) *** (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: 7/19/2014

NAME: Jason Davis
(Please Print)

TITLE: Managing Member

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: All Quality LLC

Authorized Signature: [Signature] Date: 7/19/2016

State of West Virginia

County of County, to-wit:

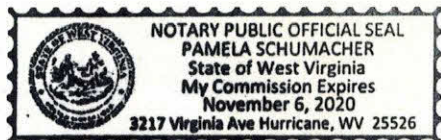
Taken, subscribed, and sworn to before me this 19th day of July, 2016.

My Commission expires November 6, 2020

AFFIX SEAL HERE

NOTARY PUBLIC Pamela Schumacher

Purchasing Affidavit (Revised 08/01/2015)





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

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

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: [Signature]
 Title: Managing member
 Company Name: All Quality LLC
 Date: 7/19/2016

Taken, subscribed and sworn to before me this 19th day of July, 2016.

By Commission expires November 6, 2020

(Seal)

Pamela Schumacher
(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.

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

All Quality LLC
PO BOX 7169
Cross Lanes, WV 25356

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Division of Engineering & Facilities; Adjutant Generals Office
1707 Coonskin Dr.
Charleston, WV 25311

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

5% of bid

PROJECT (Name, location or address, and Project number, if any):


Remove existing fence-install new perimeter fence, gates, and hardware

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

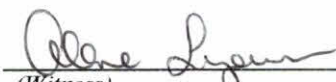
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5 day of July, 2016


(Witness)

All Quality LLC
(Principal)  (Seal)
Managing Member
(Title)


(Witness)

THE CINCINNATI INSURANCE COMPANY
(Surety) (Seal)

(Title)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Zachary R Keller, Michael S Lunsford, C. David Robinson, Brenda J Kash, Arch T Keller,

of Ona, WV its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Five Million Dollars and 00/100 (\$5,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this day of

Signature of Scott R. Boler

Assistant Secretary



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV033713

Classification:

ELECTRICAL
HEATING, VENTILATING & COOLING
FENCING
DEMOLITION

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

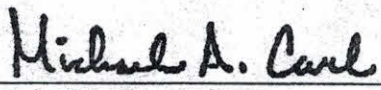
Date Issued

Expiration Date

DECEMBER 16, 2015

DECEMBER 16, 2016


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where 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 cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ – 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 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

7/19/2016
Date

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