



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

Header 1

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1261936

Procurement Type: Central Purchase Order

Vendor ID: 000000204038

Legal Name: J H TOMBLIN FENCE CO INC

Alias/DBA:

Total Bid: \$34,400.00

Response Date: 08/15/2023

Response Time: 9:45

Responded By User ID: Angielee69

First Name: Angie

Last Name: Harless

Email: angie.harless@yahoo.com

Phone: 3043421505

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR2400000001

Published Date: 8/1/23

Close Date: 8/15/23

Close Time: 13:30

Status: Closed

Solicitation Description: CHAIN LINK FENCE INSTALLATION

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Chanin Link Fence Install				34400.00

Comm Code	Manufacturer	Specification	Model #
72154013			

Commodity Line Comments:

Extended Description:

Lump Sum Total for all labor, materials, and equipment for chain link fence installation



304-342-1505 ★ jhtomblinfence.com

— EST. 1965 —

Proposal

Name: State of WV
Department of Agriculture
Guthrie Centre

Solicitation No.
CRFQ-1400-AGR2400000001

Project Location: State of WV Department
Of Agriculture, Guthrie Center

Phone:

Date: August 11, 2023

Scope:

To furnish and install 667' of 6' tall 9ga. chain link fence with 3 strands of barbwire and 7ga. tension wire on the bottom with SS-40 post and SS-40 top rail with 1 – 4' wide x 6' tall single swing gate. With labor, material, hardware and concrete would be: \$34,400.00

All material used in performance of this contract will remain the property of J.H. Tomblin Fence Co., Inc. until whole contract is paid in full. J.H. Tomblin Fence Co., Inc. is not responsible for underground facilities or damages caused in connection therewith unless noted hereon. Any necessary permits required are to be the sole responsibility of the purchaser. If any special equipment is required an additional charge for each day used will be added to the final price.

All property lines to be established by purchaser. This is not a contract unless signed by J.H. Tomblin Fence Co. Inc.

Contact Information:

2933 Sissonville Dr.
Charleston, WV 25312
jhtomblin@yahoo.com
304-342-1505 Office Line

EXHIBIT A - Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY
INSTALLATION OF: CHAIN LINK FENCING

WEST VIRGINIA DEPARTMENT OF AGRICULTURE

Gator Site/Guthrie Location

949 Gus R Douglass Lane Charleston WV, 25312

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: J. H. Tomblin Fence Company

VENDOR ADDRESS: 2933 Sissonville Drive
Chas, WV 25312

TELEPHONE: 304-342-1505

FAX NUMBER: _____

E-MAIL: angie.hartess@yahoo.com

ADDRESS: 2933 Sissonville Drive Chas, WV, 25312

CONTRACTOR'S LICENSE NO: WV013381

CONTRACT OVERALL TOTAL COST: \$ 34,400.00

*** (Contract bid to be written in words and numbers.)

Thirty four thousand and four hundred dollars
and zero cents

REQUEST FOR QUOTATION

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

SIGNATURE: Angie Harless DATE: 8-11-2023
NAME: Angie Harless ~~40020000000000000000~~
(Please Print)
TITLE: Sales Manager

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

J. H. Tomblin Fence Company
Company

[Signature]
Authorized Signature

[Signature] 8-12-23
Date

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

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

Angie Harless - Sales manager
(Printed Name and Title)
2933 Sissonville Dr. Charleston, WV 25312
(Address)
304-342-1505 /na to fax
(Phone Number) / (Fax Number)
Angie.Harless@yahoo.com
(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

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

J.H. Tomblin Fence Co., Inc.
(Company)


(Signature of Authorized Representative)

Angie Harless - Sales manager
(Printed Name and Title of Authorized Representative)

4/26/23
(Date)

304-342-1505 /na to fax
(Phone Number) (Fax Number)

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

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

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

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

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

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

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

12. MISCELLANEOUS:

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

Contract Manager: Angie Hartless

Telephone Number: 304-342-1505

Fax Number: _____

Email Address: angie.hartless@yahoo.com

Bid Bond

CONTRACTOR:

(Name, legal status and address)

JH Tomblin Fence Co, Inc.
2933 Sissonville Drive, Charleston, WV 25312
(304) 342-1505

SURETY:

(Name, legal status and principal place of business)

Jet Insurance Company
11440 Carmel Commons Blvd Ste 207 Charlotte, NC 28226
8004381162

OWNER:

(Name, legal status and address)

State of WV Dept of Ag Guthrie site improvements
419 Gus R Douglass Lane
Charleston WV 25312

BOND AMOUNT:

Not to Exceed: **Three Thousand Five Hundred** (\$3,500.00) Dollars

PROJECT:

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

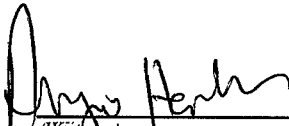
Guthrie Site Improvements
419 Gus R Douglass Lane, Charleston, WV 25312

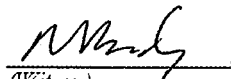
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 sixty (60) days.

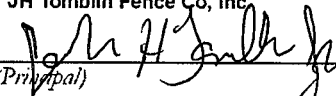
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 requirement 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 1st day of August 2023


(Witness)


(Witness) **Nick Bradv**

JH Tomblin Fence Co, Inc.

(Principal) _____ (Seal)

Owner
(Title) _____
Jet Insurance Company


(Surety) **David Gonsalves**

Attorney In Fact
(Title) _____



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



STATE OF WEST VIRGINIA
State Tax Department, Taxpayer Services Section
P.O. Box 885
Charleston, WV 25323-0885



Matthew R. Irby, State Tax Commissioner

MARY TOMBLIN
J H TOMBLIN FENCE CO INC
2933 SISSONVILLE DR
CHARLESTON WV 25312-9767

Letter Id: L1878552352
Issued: 08/03/2023

West Virginia State Tax Department

Conditional Letter of Good Standing

EFFECTIVE DATE: August 3, 2023

A review of tax accounts indicates that J H TOMBLIN FENCE CO INC is in good standing as of the effective date of this document. Please note, this Conditional Letter of Good Standing expires on **November 1, 2023**.

The issuance of this Conditional Letter of Good Standing shall not bar any audits, investigations, assessments, refund or credits with respect to the taxpayer named above and is based only on a review of the tax returns and not on a physical audit of records.

This Conditional Letter of Good Standing is issued with the understanding that the recipient has on August 3, 2023, entered into an executed agreement to satisfy in full, all West Virginia State tax liabilities. Failure to satisfy all liabilities in full, or failure to enter into an executed agreement to satisfy all liabilities in full or any default of the terms and conditions of an executed agreement to satisfy all liabilities in full shall render this Conditional Letter of Good Standing null and void.

Sincerely,

Catherine Mitchell, Assistant Director
Taxpayer Services Section



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KATHLEEN ROEBUCK AGENCY 507 EVEREST AVE. ST ALBANS WV 25177		CONTACT NAME: Kathleen Roebuck PHONE (A/C, No, Ext): 304-720-8405 FAX (A/C, No): 304-720-8407 E-MAIL ADDRESS: office@krinsurancwv.com	
INSURED JH TOMBLIN FENCE CO, LLC 2933 SISSONVILLE DR CHARLESTON WV 25312		INSURER(S) AFFORDING COVERAGE INSURER A: Farm Family Property And Casualty	NAIC # 22595
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	4701X0542	05/09/2023	05/09/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		4701C0137	05/10/2023	05/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		4701E1043	05/09/2023	05/09/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	4701W0190	09/25/2022	09/25/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

WEST VIRGINIA DEPARTMENT OF AGRICULTURE Gator Site / Guthrie Location 949 Gus R Douglas Lane Charleston, WV 25312	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE KATHLEEN ROEBUCK
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