



State of West Virginia
Agency Request for Quote

Proc Folder: 1173903		Reason for Modification:	
Doc Description: 0423B505 FENCE INSTALLATION LOST CREEK HQ			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-02-03	2023-02-17 14:30	ARFQ 0803 DOT2300000065	1

BID RECEIVING LOCATION

BUDGET & PROCUREMENT
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-317
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:
 Vendor Name :
 Address :
 Street :
 City :
 State : Country : Zip :
 Principal Contact :
 Vendor Contact Phone: Extension:

FOR INFORMATION CONTACT THE BUYER
 Kristine E James
 304-414-7104
 kristy.e.james@wv.gov

← all questions directed to →

Vendor Signature X *[Signature]* FEIN# DATE 2-17-2023

ADDITIONAL INFORMATION

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY

*Feb 17th
2:30pm*

MAKE SURE YOU DOWNLOAD ALL INFORMATION

TERMS AND CONDITIONS-SPECIFICATIONS-INFORMATIONAL ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES-
SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE
PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S
COMPENSATION, AND UNEMPLOYMENT INSURANCE

INVOICE TO

DIVISION OF HIGHWAYS
DISTRICT FOUR
P O BOX 4220
CLARKSBURG WV
US

DIVISION OF HIGHWAYS
I-79 SECTION 3
851 N STREETCAR WAY
LOST CREEK WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Fence construction service				

Comm Code	Manufacturer	Specification	Model #
72154013			

Extended Description:
Fence construction service

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Prebid Meeting	2023-02-09
2	Technical Questions	2023-02-13

	Document Phase	Document Description	Page
DOT2300000065	Draft	0423B505 FENCE INSTALLATION LOST CREEK HQ	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Bid bond 5% of Bid

*Performance
& Labor / Material } Bond*

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.

Cory DeVault / GM
 (Printed Name and Title)
750 Fairmont Ave. Fairmont, WV 26554
 (Address)
304-363-7755 / 304-333-6050
 (Phone Number) / (Fax Number)
Cory@amer:can fencewv.com
 (E-mail 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 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.

American Fence
(Company)

Cory DeVault
(Signature of Authorized Representative)

Cory DeVault / GM
(Printed Name and Title of Authorized Representative)

2-17-2023
(Date)

304-363-7755 / 304-333-6050
(Phone Number) (Fax Number)

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 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.

American Fence
 Company

C. D. W. S.
 Authorized Signature

2-17-2023
 Date

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

**REQUEST FOR QUOTATION
Chain Link Fence Installation**

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

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

Install new chain link fence around the perimeter of the WVDOH property and install multiple gates. Property is located at 851 N Streetcar Way, Lost Creek, WV 26385 (Harrison County).

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

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

2.1 "Construction Services" means chain link fence installation as more fully described in the Project Plans.

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

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

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

- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1. Experience: Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects that involved work like that described in these specifications or the Project Plans. Compliance with this experience requirement will

REQUEST FOR QUOTATION
Chain Link Fence Installation

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

4.2. Licensing: Vendor must have valid Contractor's License

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
 - No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

REQUEST FOR QUOTATION
Chain Link Fence Installation

- Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

10. CONDITIONS OF THE WORK

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

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

10.3. Standard Work Hours: The standard hours of work for this Contract will be Monday – Friday 6:30am – 5:00pm excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

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

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

10.4.1.1. Remove and dispose of all construction related debris from the job site.

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

REQUEST FOR QUOTATION
Chain Link Fence Installation

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: Cory DeVault

Telephone Number: 304-288-6445

Fax Number: 304-333-6050

Email Address: Cory@americanfencewr.com

REQUEST FOR QUOTATION
Chain Link Fence Installation

EXHIBIT A - Pricing Page

INSTALL NEW CHAIN LINK FENCE AND GATES AT:
WVDOH - I-79 HQ at Lost Creek
851 N Streetcar Way
Lost Creek, WV 26385

DATE: 2-17-2023

VENDOR NAME: American Fence

AUTHORIZED SIGNATURE: 

The aforementioned, hereinafter called Vendor, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, materials, equipment, supplies, and transportation and to perform all work in accordance with the bidding documents within the time set forth for the sum of:

BASE BID:

For the lump sum of: \$ 113,308.28
(show amount in numbers)

One Hundred Thirteen Thousand Three Hundred Eight Dollars + 28/100
(show amount in words)

(In the event of a difference between the written amount and the number amount, the written amount shall govern).

CONTRACT AWARD:

The contract shall be awarded to the vendor that provides the lowest overall lump sum cost.

American Fence Company, LLC

750 Fairmont Ave.
Fairmont, WV 26554

(P) 304-363-7755

(F) 304-333-6050

mike@americanfencewv.com

Estimate/Proposal

Rep	Date	P.O. No.	Estimate #
CD	2/16/2023		8956

Name / Address
West Virginia DOH Brian Simmons 2460 Murphy's Run Rd. Bridgeport, WV 26302

Project: Lost Creek Fence

Customer Phone	Terms
304-367-2732	Net 30

Description	Qty	Rate	Total
Chain Link Fencing and Gates – (Price Per Ft.)	1	113,308.28	113,308.28
1,423.....6'high, 9 Ga. Chain Link Fabric, Galvanized, Domestic Origin			
1,423.....1 5/8" Sch. 40, Top Rail, Galvanized, Domestic Origin			
20.....2 7/8" Sch. 40 Terminal Posts, Galvanized, Domestic Origin			
131.....2 3/8" Sch. 40 Line Posts, Galvanized, Domestic Origin			
1.....12' w 6' + 1' Double Drive Gate w/ all Hardware			
2.....20' w 6' + 1' Double Drive Gate w/ all Hardware			
1.....40' w 6' + 1' Double Drive Gate w/ all Hardware			
6.....4" Sch. 40 Gate Post, Galvanized, Domestic Origin			
2.....6 5/8" Sch. 40 Gate Post, Galvanized, Domestic Origin			
1,440.....9 Ga. Bottom Tension Wire			
4,320.....12 1/2 Ga. Barb Wire			
Concrete Footer are all 3' deep			
9" diameter on Line post and 12" diameter on Gates, Corners, & Ends Post			
Regular Wage Rates Apply			
All Equipment & Guard Rail to be Removed by other			
Grounding of Fence by other			

**Hand Carry of Material (100 ft+) and/ or pickup disposal of dirt offsite unless specified in written description of project will result in an adjustment to Estimate/Invoice.



Authorized Agent



ISN ID: ISN-02175835

Subtotal	\$113,308.28
Sales Tax	\$0.00
Total	\$113,308.28

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our workers are fully covered by Workmans's Compensation Insurance. All agreements contingent upon strikes, accidents or delays beyond our control. Owner agrees: A. to carry fire, tornado and other necessary insurance. B. To be solely responsible for Locating Staking and Clearing fence lines. C. That American Fence Co., L.L.C. will not be held responsible for any damage of any nature to underground obstructions. D. To obtain any building permits if applicable E. Land owner must contact any utilities not covered by Miss Utilities of W.V.

All bids are NOT considered to be prevailing or union wage rates UNLESS otherwise stated. This bid is presented with the understanding that if a government regulatory agency requires that the wages and benefits comply with the prevailing wage laws, the owner or contractor will reimburse American Fence Co., LLC for the difference in the normal wage rate and the prevailing or union wage rate plus benefits.

Note: This proposal may be withdrawn by us if not accepted within 30(thirty) days.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

Signature _____ Date _____



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: contract.surety@rlicons.com
RLISURETY.COM

BID BOND

Bond No. L.SM1356523

KNOW ALL MEN BY THESE PRESENTS,

That We, American Fence Company, LLC
of 750 Fairmont Ave.
Fairmont, WV 26554

as Principal, and RLI Insurance Company of Peoria
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of West Virginia, are held and firmly bound unto
WV Division of Highways, as Obligee, in the penal sum of
5% of Total Amount Bid

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a proposal or a bid to the Obligee on a contract for Fence Installation Goshen Rd ARFO DOT2300000064

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 17th day of February, 2023.

American Fence Company, LLC
Principal
By: [Signature]



RLI Insurance Company
By: [Signature]
Joni Wilson Attorney In Fact

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1356523

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Joni L. Wilson in the City of Bridgeport, State of West Virginia, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, specifically for the following described bond.

Principal: American Fence Company, LLC
Obligee: WV Division of Highways
Bond Amount: 5% of Total Amount Bid

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 17th day of February, 2023.



RLI Insurance Company
By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 17th day of February, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger
Catherine D. Geiger Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 17th day of February, 2023.

RLI Insurance Company
By: Jeffrey D. Fick Corporate Secretary

A0006221_SUBS_BID