



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

Request for Quotation

RFQ NUMBER:
COR61418

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JOHN ABBOTT
 304-558-2544**

RFQ COPY

FERRI CONTRACTING CO., INC.
 614 ROBINHOOD LANE
 MCMURRAY, PA 15317

**ANTHONY CORRECTIONAL CENTER
 BOX N-1, HC 70
 ROUTE 92 (NEOLA)
 WHITE SULPHUR SPRINGS, WV
 24986 304-536-4151**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/26/2009				

BID OPENING DATE: **06/23/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		890-15		
<p>WATER TREATMENT SYSTEMS, COMPLETE (CHEMICAL)</p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL TWO (2) 20 GPM PACKAGED WATER TREATMENT PLANTS FOR THE ANTHONY CORRECTIONAL CENTER, WHITE SULPHUR SPRINGS, WV, PER THE SPECIFICATIONS.</p> <p>MANDATORY ON-SITE PRE-BID: 6/9/2009; 1:30 PM ANTHONY CORRECTIONAL CENTER BOX N-1, HC70 WHITE SULPHUR SPRINGS, WV 24986</p> <p>PLANS & SPECIFICATIONS: CONTACT SILLING & ASSOC. 304-346-0565</p> <p>NOTE: BIDDERS SHOULD CONTACT SUSAN KINCAID AT 304-536-3911 TO CONFIRM PRE-BID ATTENDANCE.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTI</p>						

RECEIVED

2009 JUL 16 A 10:14

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	CLEMENT A. FERRI, SR.	TELEPHONE 724-222-2297	DATE JULY 16, 2009
TITLE PRESIDENT	FEN 25-1203801	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"); then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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**ANTHONY CORRECTIONAL CENTER
 BOX N-1, HC 70

 ROUTE 92 (NEOLA)
 WHITE SULPHUR SPRINGS, WV
 24986 304-536-4151**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/26/2009				
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<p>CLE ID, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>180 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR GREENBRIER COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET.,</p>						

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<p>SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p>						

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<p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p>						

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6

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EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1		JUNE 4, 2009				
NO. 2		JULY 6, 2009				
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY 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.						
 SIGNATURE CLEMENT A. FERRERI, SR., PRESIDENT FERRERI CONTRACTING CO., INC. COMPANY						
JULY 7, 2009				 DATE	

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<p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT (32)-----</p> <p>REQ. NO.: COR61418-----</p> <p>BID OPENING DATE: 6/23/2009-----</p>						

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				BID OPENING TIME:	1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
PH: 724 222-2297 FAX: 724 222-2617						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
***** THIS IS THE END OF RFQ COR61418 ***** TOTAL:						<u>\$548,000.00</u>

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INVITATION TO BID

10

All Bids must be submitted in accordance with the Bidding Documents issued by the Architect and the Request for Quotations issued by the West Virginia Department of Administration, Purchasing Section. Bidding Documents may be obtained upon request to:

Silling Associates, Inc.
405 Capitol Street, Upper Atrium
Charleston, WV 25301
304.346.0565

This project involves the installation of approximately 355 LF of 1.5 inch and 125 LF of 2 inch raw water line; approximately 100 LF of 2 inch water line; one (1) 18,000 gallon raw water storage tank. There will be a 42 GPM treatment plant influent pump station. There are will be two (2) 20 GPM packaged water treatment plants with each plant having single stage flocculation, tube settler and mixed media filter and new chemical mixing equipment; chemical feed equipment for alum, hydro chlorite, potassium permanganate and polymer. There will also be a 2,500 gallon backwash vault with a submersible pump. This construction will include all necessary valves, controls and appurtenances. The 3 existing wells will be piped to the new 18,000 gallon raw water tank. Piping will be switched over in a manner that water production is stopped no more than 24 hrs. The existing water treatment facilities and piping will be abandoned in place. The new water treatment plants will pump the water to the existing storage tank for distribution.

A \$100.00 deposit is required for each set. Qualified Prime Bidders interested in submitting bids may receive a maximum of two complete sets of drawings and specifications. Deposits will be refunded to Bidders who return the plans and specifications, in good condition, to the Architect within ten (10) days following the Bid opening.

Additional sets may be obtained from Charleston Blueprint (304.343.1063) by Prime Contractors, Subcontractors, material dealers and suppliers by paying the actual cost of printing, binding and mailing; however, such charges will not be refunded. Partial sets of Bid Documents will not be issued.

Each Bidder must be a registered vendor with the Purchasing Section of the Department of Administration prior to issuance of a Purchase Order Contract.

Bids shall be submitted on the Bid Form bound in the Bidding Documents. Each Bidder is required to obtain a Request for Quotations from the appropriate buyer in the West Virginia Department of Administration, Purchasing Section, and to follow all instructions contained therein. The Request for Quotations should be stapled to the Bid Form and submitted with the Bid.

Request for quotations may be obtained upon request to:

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130 304-558-2063

All Prime Bidders are required to attend the prebid meeting to familiarize themselves with the Project location, site conditions and other relevant information. Attendance at the prebid meeting is mandatory for bid qualification.

END INVITATION TO BID

ANTHONY CORRECTIONAL CENTER
POTABLE WATER TREATMENT PLANT DESIGN

INVITATION TO BID

DEPOSITORIES FOR BIDDING DOCUMENTS

Bidding Documents may be examined without charge at the following locations:

Silling Associates, Inc.
405 Capitol Street, Upper Atrium
Charleston, WV 25301

Reed Construction Data
30 Technology Parkway, South, Suite 500
Norcross, GA 30092

Contractor's Association of West Virginia
2114 Kanawha Boulevard, East
Charleston, WV 25311

Kanawha Valley Builders Association
1627 Bigley Avenue
Charleston, WV 25311

Construction Employers Assn. of No. Central WV
2611 Fairmont Avenue Extension – Suite B
Fairmont, WV 26554

Construction Employer's Council
21 Armory Drive
Wheeling, WV 26003

Pittsburgh Builder's Exchange
Building Industry Center
2270 Noblestown Road
Pittsburgh, PA 15025

ANTHONY CORRECTIONAL CENTER
POTABLE WATER TREATMENT PLANT
WHITE SULPHUR SPRINGS, WV

12

BID FORM

DATE: JULY 16, 2009

TO THE OWNER: WV Division of Corrections
112 California Avenue, Bldg. 4, Rm. 300
Charleston, WV 25305

PROJECT: Requisition No. COR61418
Anthony Correctional Center
Potable Water Treatment Plant
White Sulphur Springs, WV

The undersigned, hereinafter called the Bidder, 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, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth below for the sum of:

BASE BID: General Construction

FIVE HUNDRED FORTY EIGHT THOUSAND Dollars

(\$ 548,000.00).

In the event of a difference between the written amount and the number amount, the written amount shall prevail.

It is expressly agreed that the Work shall be started within seven (7) days of the Owner's Notice to Proceed. The Bidder, if successful and awarded a Contract, agrees that all Work is to be Substantially Complete within 180 calendar days following receipt of the Owner's written Notice to Proceed and agrees to achieve Final Completion within 60 consecutive calendar days thereafter. I (We) further agree to pay as liquidated damaged the sum of \$500 for each consecutive calendar day thereafter as herein provided in Article 9 of the Supplementary General Conditions and Division 1, Section 01100, Summary of Work.

Any work performed prior to receipt of the Owner's written Notice to Proceed and/or Purchase Order shall be at the Bidder's risk.

Upon receipt of the Owner's written notice of the acceptance of this Bid, the Bidder agrees that he shall execute and deliver the bonds and insurance certificates as set forth in the Bidding Documents to the Owner, or the Bidder shall forfeit the security deposited with this Bid.

The Bidder agrees that this Bid shall not be withdrawn for a period of ninety (90) consecutive calendar days following the date for receipt of Bids without forfeiture of the five percent (5%) bid security deposited with this Bid.



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

STATE OF PENNSYLVANIA
COUNTY OF WASHINGTON, TO-WIT:

I, CLEMENT A. FERRI, SR., after being first duly sworn, depose and state as follows:

- 1. I am an employee of FERRI CONTRACTING CO., INC.; and,
2. I do hereby attest that FERRI CONTRACTING CO., INC.

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

FERRI CONTRACTING CO., INC.
By: [Signature]
CLEMENT A. FERRI, SR.
Title: PRESIDENT
Date: JULY 16, 2009

Taken, subscribed and sworn to before me this 16 day of July 2009

By Commission Expires 1-24-2013
Notarial Seal
Georgia A. Kelly, Notary Public
Somerset Twp., Washington County
My Commission Expires Jan. 24, 2013
Member, Pennsylvania Association of Notaries
[Signature]
(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.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: FERRI CONTRACTING CO., INC.
Authorized Signature:  Date: JULY 16, 2009



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

Request for Quotation

RFQ NUMBER
COR61418

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

ANTHONY CORRECTIONAL CENTER
 BOX N-1, HC 70
 ROUTE 92 (NEOLA)
 WHITE SULPHUR SPRINGS, WV
 24986 304-536-4151

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/04/2009				

BID OPENING DATE: **07/07/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #01		
				THIS ADDENDUM IS ISSUED TO CHANGE THE PRE-BID DATE FROM 6/9/2009 TO 6/16/2009; 1:30 PM		
				REVISED PRE-BID DATE: 6/16/2009; 1:30 PM		
0001	1	LS		890-15		
				WATER TREATMENT SYSTEMS, COMPLETE (CHEMICAL)		
				***** THIS IS THE END OF RFQ COR61418 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE CLEMENT A. FERRI, SR. TELEPHONE 724-222-2297 DATE JULY 16, 2009

TITLE PRESIDENT FEIN 25-1203801 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

Request for Quotation

RFO NUMBER
 COR61418

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 JOHN ABBOTT
 304-558-2544

VENDOR

RFO COPY
 CLEM FERRI
 FERRI CONTRACTING INC
 614 ROBINHOOD LANE
 MCMURRAY PA 15317

BUYER

ANTHONY CORRECTIONAL CENTER
 BOX N-1, HC 70
 ROUTE 92 (NEOLA)
 WHITE SULPHUR SPRINGS, WV
 24986 304-536-4151

DATE PRINTED 07/06/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 07/16/2009	BID OPENING TIME 01:30PM			

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #02						
THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY, AND ADD TO THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, PER THE ATTACHED DOCUMENTATION; AND TO EXTEND THE BID OPENING DATE TO 7/16/2009.						
REVISED BID OPENING DATE: 7/16/2009; 1:30 PM						
001	1	LS		890-15		
WATER TREATMENT SYSTEMS, COMPLETE (CHEMICAL)						
***** THIS IS THE END OF RFO COR61418 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	CLEMENT A. FERRI, SR.	TELEPHONE 724-222-2297	DATE JULY 16, 2009
TITLE PRESIDENT	FEIN 25-1203801	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFO, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Agency _____
REQ.P.# COR614

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, FERRI CONTRACTING CO., INC.
of 614 ROBINHOOD LANE MCMURRAY, PA 15317, as Principal, and STAR INSURANCE COMPANY
of 465 N. CLEVELAND AVENUE, WESTERVILLE, OH 43082, a corporation organized and existing under the laws of the State of _____
MICHIGAN with its principal office in the City of OHIO, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% OF TOTAL BID (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
ANTHONY CORRECTIONAL CENTER POTABLE WATER TREATMENT PLANT

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
16TH day of JULY, 2009

Principal Corporate Seal

FERRI CONTRACTING CO., INC.
(Name of Principal)
By [Signature]
(Must be President or Vice-President)
CLEMENT A. FERRI
PRESIDENT

Surety Corporate Seal

(Title)
STAR INSURANCE COMPANY
(Name of Surety)

[Signature]
CATHY VANSOVICH
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

[Signature]
SAMUEL A. SAMS, WV RESIDENT AGENT

Star Insurance Company

Administrative Office: 465 N. Cleveland Ave., Westerville, OH 43082

Certified Copy of GENERAL POWER OF ATTORNEY No. S 1070

KNOW ALL MEN BY THESE PRESENTS, that Star Insurance Company, a Michigan corporation, does hereby nominate, constitute and appoint

Peter B. Burke, Ryan Burke, Rachel M. Cronen, David E. Glenn, Jr., Edward D. Rawlings and Cathy Vansovich of Cranberry Township, Pennsylvania

as its true and lawful attorney(s)-in-fact, to execute, attest, seal and deliver, for and on its behalf, as Surety, and as its act and deed where required any and all bonds, undertakings, recognizance and written obligations in the nature thereof, provided, however, that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of Ten Million and NO/100 Dollars \$ 10,000,000.00.

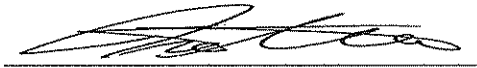
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution(s) adopted by the Board of Directors of the Company on the 7th day of October, 2008:

"RESOLVED that the Chairman of the Board, the President, or a Senior Vice President of the Company be, and that each or any of them is authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest to the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

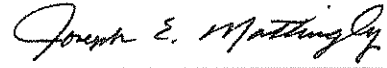
FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by the Secretary this 7th day of October, 2008.

Attest:



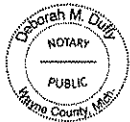
Michael G. Costello, Secretary



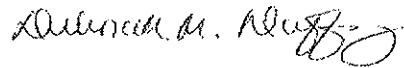
Joseph E. Mattingly, President

STATE OF MICHIGAN)
)
) SS:
COUNTY OF OAKLAND)

On this 7th day of October, 2008, before me personally came Joseph E. Mattingly, to me known, who being by me duly sworn, did depose and say that he is the President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



DEBORAH M. DUFFY
NOTARY PUBLIC / STATE OF MICHIGAN
COUNTY OF WAYNE
MY COMMISSION EXPIRES MAY 15, 2011
WORKING IN COUNTY OF OAKLAND

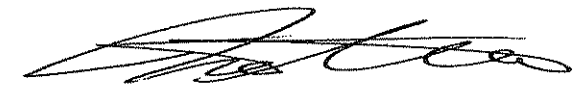


Deborah M. Duffy, Notary Public

CERTIFICATE

I, the undersigned Secretary of STAR INSURANCE COMPANY, a Michigan corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed, Sealed and Dated this 16TH day of JULY, 2009.



Michael G. Costello, Secretary