



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
 COR61495

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

MID ATLANTIC CONSTRUCTION INC

*B17091038 304-675-8810
 MID ATLANTIC CONSTRUCTION INC
 190 CAMP CONLEY RD
 PT PLEASANT WV 25550-3269

received
 5/26/11

SHIP TO

DIVISION OF CORRECTIONS
 617 LEON SULLIVAN WAY
 CHARLESTON, WV 25301
 304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/24/2011				

BID OPENING DATE: 06/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				1. CLARIFICATIONS TO SPECIFICATIONS ATTACHED. 2. QUESTIONS AND ANSWERS ARE ATTACHED. 3. PRE-BID SIGN-IN SHEETS ATTACHED. 4. THERE WILL BE AN OPTIONAL SITE VISIT ON 05/26/2011 AT 10:00 AM. PLEASE NOTE: AGENCY PERSONNEL WILL NOT ANSWER ANY TECHNICAL QUESTIONS DURING THIS VISIT. THE DEADLINE TO SUBMIT TECHNICAL QUESTIONS HAS ALREADY ELAPSED AND NO FURTHER QUESTIONS WILL BE ACCEPTED. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 2		
0001	1	JB		968-20		
				REMODELING AND ALTERATIONS		
***** THIS IS THE END OF RFQ COR61495 ***** TOTAL:						

RECEIVED
 2011 JUN -7 PM 1:24
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DIVISION OF CORRECTIONS
PARKERSBURG CORRECTIONAL CENTER
PARKERSBURG, WV

BID FORM

DATE: June 7, 2011

TO THE OWNER: WV Division of Corrections
112 California Avenue
Building 4, Room 300
Charleston, WV 25305

PROJECT: Requisition No. COR61495
West Virginia Division of Corrections
Parkersburg Correctional Center
Parkersburg, 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:

I (We) acknowledge the following Addenda:

ADDENDUM

<u>NOS.</u>	<u>DATE</u>
<u>#1</u>	<u>May 10, 2011</u>
<u>#2</u>	<u>May 24, 2011</u>

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

BASE BID: General Construction

Five million nine hundred twenty thousand one hundred sixty dollars
Dollars (\$ 5,920,160.00)

ALTERNATE #1: .60 mil EPDM Roof Membrane

Nineteen thousand two hundred
Dollars (\$ 19,200.00)

ALTERNATE #2: Parole Office completion

Four hundred ~~thousand~~ seventy nine thousand
nine hundred dollars
Dollars (\$ 479,900.00)

In the event of a difference between the written amount and the number amount, the written amount shall prevail. Evaluation and award will be made to the responsive and responsible vendor meeting specifications at the lowest grand total amount.

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 30 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.

The Bidder shall also attach an executed State of WV Drug Free Workplace Conformance Affidavit to this proposal.

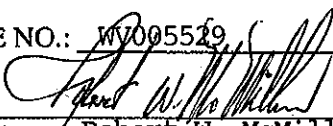
The Bidder shall also attach an executed Buy American Provision Compliance Affidavit.

RESPECTFULLY SUBMITTED:

DATE: June 7, 2011

WV VENDOR NO.: B17091038

CONTRACTOR LICENSE NO.: WV005529

BY: 
(SIGNATURE, IN INK) Robert W. McMillan

TITLE: President

FIRM NAME: Mid-Atlantic Construction, Inc. (CORPORATE SEAL IF APPLICABLE)

ADDRESS: 190 Camp Conley Rd. Point Pleasant, WV 25550

END OF BID FORM

EXHIBIT 10

REQUISITION NO.: ...COR61495

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 NO.'S:

NO. 1 ...X...

NO. 2 ...X...

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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

Mid-Atlantic Construction, Inc.
COMPANY

..June 7..2011..
DATE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mid-Atlantic Construction, Inc.
of 190 Camp Conley Road, Point Pleasant, WV 25550, as Principal, and Ohio Farmers Insurance Company
of One Park Circle, Westfield Center, Ohio, a corporation organized and existing under the laws of the State of
Ohio with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of Amount Bid (\$ _____) 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
Parkersburg Correctional Center Project, Parkersburg, West Virginia

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

9th day of June, 2011

Principal Corporate Seal

Mid-Atlantic Construction, Inc.
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
PRESIDENT
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: [Signature]
Donna J. Price Attorney-in-Fact
Licensed West Virginia Resident Agent

General
Power
of Attorney

POWER NO. 4750172 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, GARY R. FREEMAN, JOINTLY OR SEVERALLY**

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **12th** day of **JANUARY** A.D., 2010 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By:
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this **12th** day of **JANUARY** A.D., 2010 , before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of **June** A.D., 2011 .



Frank A. Carrino
Frank A. Carrino, Secretary

RFQ No. COR61495

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Mid-Atlantic Construction, Inc.

Authorized Signature: *Robert W. McMillan* Date: June 3, 2011
Robert W. McMillan

State of West Virginia

County of Mason, to-wit:

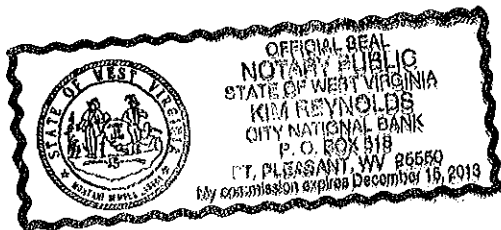
Taken, subscribed, and sworn to before me this 3 day of June, 2011.

My Commission expires 12-15-13, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

Kim Reynolds





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

STATE OF West Virginia

COUNTY OF Mason, TO-WIT:

I, Robert W. McMillan, after being first duly sworn, depose and state as follows:

1. I am an employee of Mid-Atlantic Construction, Inc.; and,
(Company Name)
2. I do hereby attest that Mid-Atlantic Construction, Inc.
(Company Name)

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.

Mid-Atlantic Construction, Inc.
(Company Name)

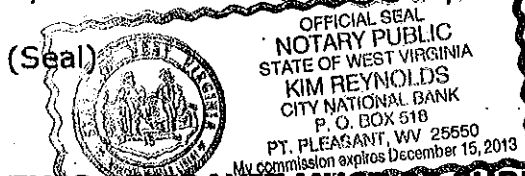
By: *Robert W. McMillan*
Robert W. McMillan

Title: President

Date: 6/3/11

Taken, subscribed and sworn to before me this 3 day of June 2011

By Commission expires 12-15-13



Kim Reynolds
(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.

BUY AMERICAN PROVISION COMPLIANCE AFFIDAVIT

The bidder is required to execute and submit as part of the contract documents this **Buy American Provision Compliance Affidavit**:

State of West Virginia,

County of Mason to wit:

Bid Identification/Project Description: Requisition No. COR61495

West Virginia Division of Corrections

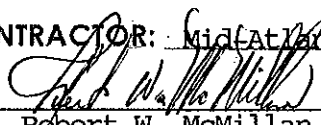
Parkersburg Correctional Center

Parkersburg, WV

LEGAL AUTHORITY: Section 1605 of the American Recovery and Reinvestment Act of 1009 (Recovery Act; Pub, L.111-5) sets forth the Buy American Provisions for recipients of Recovery Act financial assistance. This guidance applies to State, Local and Tribal Government recipients and sub-recipients (grantees and sub-grantees) of Recovery Act financial assistance from the United States Department of Energy.

SEQUENCE: This affidavit attesting to the contractor's compliance with the Buy American provisions must be submitted to the WV Division of Corrections at the time of contract execution. In addition, another WV Buy American Certification, attached as Exhibit A, must be completed and returned when seeking interim or final payments under this contract.

CONTRACTOR: MidAtlantic Construction, Inc.

By: 
Robert W. McMillan

As its: President

Date: June 7, 2011

West Virginia Buy American Certification

This certification is to be utilized by West Virginia Grant Program grantees to obtain a certification from each of their vendors (including contractors, subcontractors, suppliers and distributors) that they are in compliance with the Buy American provisions of the American Recovery and Reinvestment Act of 2009 (ARRA). Grantees should make copies of this certification from and have each vendor complete and sign the form. Vendors must also attach receipts and/or other documentation with this form showing evidence of Buy-American compliance. The original form should be kept by the grantee for their records and a copy submitted with their payment request.

I hereby certify that all of the iron, steel and manufactured goods supplied or provided by me or my company for use on this project for the construction, alteration, maintenance or repair of a public building or public work was produced in the United States of America, unless a United States Department of Energy exception or waiver applies.

I am relying on the following Buy American exceptions and/or waivers (check all that apply):

Iron, steel and manufactured goods supplied/provided by me equal no more than five (5) percent of the total cost of the iron, steel and manufactured goods used in and incorporated into this project.

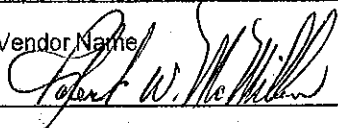
I am supplying or providing a good(s) deemed by the United States Department of Energy to be not produced or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality (provide name and description of item(s) below and provide additional documentation as available).

Mid-Atlantic Construction, Inc.

Robert W. McMillan / (304) 675-8810

Vendor Name

Vendor Representative Name/Telephone Number



6/3/11

Vendor Representative Signature

Date

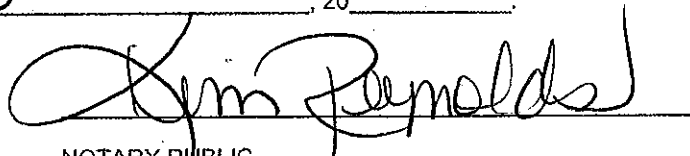
State of WV

County of MASON to wit:

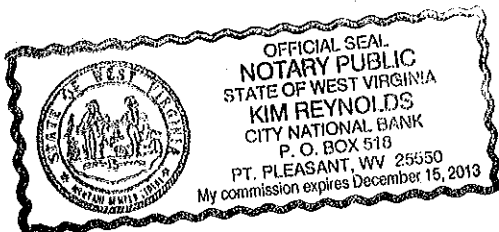
Taken, subscribed, and sworn to before me this 3 day of June, 2011

My Commission expires 12-15-13, 20

(Affix Seal Here)



NOTARY PUBLIC



CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV005529

Classification:

GENERAL BUILDING
PIPING
SPECIALTY

MID-ATLANTIC CONSTRUCTION INC
DBA MID-ATLANTIC CONSTRUCTION INC
190 CAMP CONLEY ROAD
POINT PLEASANT, WV 25550-9710

Date Issued

Expiration Date

SEPTEMBER 17, 2010

SEPTEMBER 17, 2011



Authorized Company Signature



Chair, 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.



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**