



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

Solicitation

NUMBER
WSH13095

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 804-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Massaro Corporation
 120 Delta Drive
 Pittsburgh, PA 15238

SHIP TO

HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED
01/03/2013
BID OPENING DATE:
02/13/2013

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
					1:30PM		
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), WILLIAM R. SHARPE JR. HOSPITAL LOCATED AT 936 SHARPE HOSPITAL ROAD, WESTON, WV 26452 REQUEST A QUOTE FOR A 50 BED ADDITION AND RENOVATIONS TO THE WILLIAM R. SHARPE HOSPITAL PER THE SPECIFICATIONS, AND DRAWINGS PROVIDED BY THE ARCHITECT, IKM INC. & OWNER.</p> <p>MANDATORY PRE-BID: JANUARY 16, 2013 AT 10:30 AM WILLIAM R. SHARPE HOSPITAL 936 SHARPE HOSPITAL ROAD, CONFERENCE ROOM A WESTON, WV 26452</p> <p>**ATTENDANCE BY GENERAL CONTRACTORS AND SUB-CONTRACTORS (HVAC, PLUMBING & ELECTRICAL) IS MANDATORY!</p> <p>ARCHITECT FOR THIS PROJECT IS: IKM INCORPORATED ARCHITECTS INTERIOR DESIGNERS ONE PPG PLACE PITTSBURGH, PA 15222</p> <p>ALL WORK SHALL BE IN ACCORDANCE WITH THE DRAWINGS AND PROJECT MANUAL PREPARED BY THE ARCHITECT.</p> <p>BIDDING DOCUMENTS MAY BE OBTAINED FROM THE FOLLOWING:</p> <p>CHARLESTON BLUEPRINT OR ABC IMAGING 1203 VIRGINIA STREET EAST 341 4TH AVENUE CHARLESTON, WV 25301 PITTSBURGH, PA 15222 PH. (304) 343-1063 PH. (412) 535-0225 FAX: (304) 343-1095</p>							

03/19/13 01:23:14 PM
 West Virginia Purchasing Division

SIGNATURE	TELEPHONE	DATE
<i>John Massaro</i>		
TITLE	FEIN	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'
 ADDRESS CHANGES TO BE NOTED ABOVE



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

Solicitation

NUMBER
WSH13095

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Massaro Corporation
 120 Delta Drive
 Pittsburgh, PA 15238

SHIP TO

HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED
01/03/2013

BID OPENING DATE:

02/13/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING: FEBRUARY 13, 2013 AT 1:30 PM						
REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS AND SPECIFICATIONS.						
0001	1	JB		968-20		
50 BED ADDITION TO WILLIAM R. SHARPE JR. HOSPITAL						
TO PROVIDE CONSTRUCTION OF A 50 BED ADDITION AND RENOVATIONS TO WILLIAM R. SHARPE JR. HOSPITAL PER THE DRAWINGS AND SPECIFICATIONS PROVIDED BY THE ARCHITECT IKM, INC. AND THE OWNER.						
***** THIS IS THE END OF RFQ WSH13095 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Massaro Corporation
(Company)


(Authorized Signature)

Joseph Massaro III, President
(Representative Name, Title)

412-963-2800 412-963-2880
(Phone Number) (Fax Number)

3/19/2013
(Date)

FORM OF PROPOSAL

OWNER: West Virginia Department of Health & Human Resources
Charleston, West Virginia

PROJECT: 50-Bed Addition for:

William R. Sharpe, Jr. Hospital - Weston, West Virginia

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 for the sum of:

BASE BID: TWELVE MILLION TWENTY SIX THOUSAND

\$ 12,026,000

(Bid amount shall be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

Note: Base Bid to include Cost to provide twenty-four (24) months (from Substantial Completion Date) of Comprehensive Maintenance as detailed in Section 200000A-1.48. The Cost associated with this Maintenance is the sum of:

COMPREHENSIVE MAINTENANCE: TWO HUNDRED FORTY FIVE THOUSAND

\$ 245,000

The Bidder, if successful and awarded a Contract within sixty (60) days of Bid Proposal, agrees that all Work as defined on the construction documents shall be completed within three-hundred and sixty-five (365) days on a receipt of the Owner's written Notice to Proceed.

The Work must attain Substantial Completion by three-hundred and twenty (320) Calendar Days after the Notice to Proceed. Liquidated Damages will start if Substantial Completion is not obtained within the 320 Calendar Days.

The Work must attain Final Completion by 365 calendar days after the Notice to Proceed.

The Hospital must remain fully operational during construction.

UNIT PRICES: Bidders submitting a bid must complete the following unit pricing for their contract which can be added or deducted from the contract amount.

Item #1: Fire Alarm Pull Station (Key Operated) Amount = \$ 762.00
Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."
Base bid shall include number of Fire Alarm Pull Stations as indicated on drawings.
Unit cost amount can be used to either add to or delete from the number of Fire Alarm Pull Stations as indicated on drawings.

Item #2: Fire Alarm Speaker Amount = \$ 648.00
Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."
Base bid shall include number of Fire Alarm Speakers as indicated on drawings.
Unit cost amount can be used to either add to or delete from the number of Fire Alarm Speakers as indicated on drawings.

Item #3: Fire Alarm Strobe Amount = \$ 664.00
Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."
Base bid shall include number of Fire Alarm Strobes as indicated on drawings.
Unit cost amount can be used to either add to or delete from the number of Fire Alarm Strobes as indicated on drawings.

Item #4: Fire Alarm Speaker/Strobe Amount = \$ 686.00
Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."
Base bid shall include number of Fire Alarm Speaker/Strobes as indicated on drawings.
Unit cost amount can be used to either add to or delete from the number of Fire Alarm Speaker/Strobes as indicated on drawings.

Item #5: Fire Alarm Smoke Detector Amount = \$ 707.00
Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."
Base bid shall include number of Fire Alarm Smoke Detectors as indicated on drawings.
Unit cost amount can be used to either add to or delete from the number of Fire Alarm Smoke Detectors as indicated on drawings.

Item #6: Fire Alarm Flow/Tamper Switch Amount = \$ 835.00
Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."
Base bid shall include number of Fire Alarm Flow/Tamper Switches as indicated on drawings.
Unit cost amount can be used to either add to or delete from the number of Fire Alarm Flow/Tamper Switches as indicated on drawings.

Item #7: Fire Alarm Duct Smoke Detector and Test Station
Amount = \$ 890.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Fire Alarm Duct Smoke Detector and Test Stations as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Fire Alarm Duct Smoke Detector and Test Stations as indicated on drawings.

Item #8: Fire Alarm Control Relay

Amount = \$ 699.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Fire Alarm Control Relays as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Fire Alarm Control Relays as indicated on drawings.

Item #9: Fire Alarm Monitor Module

Amount = \$ 680.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Fire Alarm Monitor Modules as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Fire Alarm Monitor Modules as indicated on drawings.

Item #10: Lighting Occupancy Center

Amount = \$ 717.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Lighting Occupancy Centers as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Lighting Occupancy Centers as indicated on drawings.

Item #11: Occupancy Sensor System Power Pack/Supply

Amount = \$ 655.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Occupancy Sensor System Power Pack/Supplies as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Occupancy Sensor System Power Pack/Supplies as indicated on drawings.

Item #12: Occupancy Sensor System Switch Pack

Amount = \$ 729.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Occupancy Sensor System Switch Packs as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Occupancy Sensor System Switch Packs as indicated on drawings.

Item #13: Data/Telephone Outlet

Amount = \$ 106.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include number of Data/Telephone Outlets as indicated on drawings.

Unit cost amount can be used to either add to or delete from the number of Data/Telephone Outlets as indicated on drawings.

Item #14: Data/Communications Cabling

Amount = \$ 25.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include extent of Data/Communications Cabling as indicated on drawings.

Unit cost amount can be used to either add to or delete from the extent of Data/Communications Cabling as indicated on drawings.

Item #15: Stainless Steel Corner Guard

Amount = \$ 100.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include extent of stainless steel corner guards as indicated on drawings.

Unit cost amount can be used to either add to or delete from the extent of stainless steel corner guards as indicated on drawings.

Item #16: Resilient Plastic Corner Guard

Amount = \$ 80.00

Includes all costs associated with description of this item as indicated in Section 01 24 00 "Unit Prices."

Base bid shall include extent of resilient plastic corner guards as indicated on drawings.

Unit cost amount can be used to either add to or delete from the extent of resilient plastic corner guards as indicated on drawings.

RESPECTFULLY SUBMITTED:

SIGNATURE: Joseph Massaro III DATE: 3/19/2013

NAME: Joseph Massaro III

FIRM NAME: Massaro Corporation

FIRM ADDRESS: 120 Delta Drive *Corporate Seal*
Pittsburgh, PA 15238 *if Applicable*

TELEPHONE: (412) 963-2800

CONTRACT TIME: Substantial Completion by 320 DAYS AFTER NTP
Final Completion and Owner Acceptance by 365 DAYS

Contractor's License Number: WV024187

The successful Bidding Contractor agrees that from the compensation otherwise to be paid, the Owner may retain a sum in accordance with the following schedule for each day thereafter, Sundays and holidays included, that the work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the contractor to complete the work at the stipulated time, and the sum is not to be construed in any sense a penalty. The successful Bidder also shall pay any additional fees that the Architect and the Architect's consultants may accrue.

LIQUIDATED DAMAGES WILL BE ASSESSED IF SUBSTANTIAL COMPLETION IS NOT OBTAINED WITHIN THREE-HUNDRED AND TWENTY (320) CALENDAR DAYS OF THE NOTICE TO PROCEED AT THE RATE OF:

\$3000.00/per day

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. Allowance may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor and approved by the Architect/Owner.

AUTHORITY AND RESPONSIBILITY OF THE ARCHITECT:

The Architect shall decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.

SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without consent of the other party.

ADDENDA ACKNOWLEDGMENT

The undersigned hereby acknowledges receipt of the following Addenda and has taken the information contained therein into full consideration in the formulation of this bid.

Addendum No. 1	<u>1/9/2013</u>
Addendum No. 2	<u>1/9/2013</u>
Addendum No. 3	<u>2/7/2013</u>
Addendum No. 4	<u>3/4/2013</u>
Addendum No. 5	<u>3/12/2013</u>

Failure to acknowledge receipt of each Addendum may be cause for rejection of the bid.

SIGNATURE:  _____
Joseph Massaro III Signature in Ink

DATE: 3/19/2013

BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this Proposal are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Proposal is based upon the Standards specified by the Contract Documents.
3. Bidder has visited the site, has become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. The Bidder / Bidder employees, while working on Owner's property, shall not purchase, transfer, use or possess tobacco products, illegal drugs, alcohol, abuse prescription drugs in any way.
5. Bidder agrees to furnish any information requested by the Owner/Engineer to evaluate the responsibility of the Bidder.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint Proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:
 - 6.1 The Proposal has been prepared independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Proposal.
 - 6.2 Unless otherwise required by law, the costs, which have been quoted in the Proposal, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Proposal deadline, directly or indirectly, to any other Bidder that would have any interest in the Proposal costs.
 - 6.3 No attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

The successful bidder will be required to furnish a copy of their Contractor's License prior to issuance of a Purchase Order/Contract.

END OF SECTION 00 42 13



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

STATE OF Pennsylvania

COUNTY OF Allegheny, TO-WIT:

I, Joseph Massaro III, after being first duly sworn, depose and state as follows:

- I am an employee of Massaro Corporation; and,
(Company Name)
- I do hereby attest that Massaro Corporation
(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.

Massaro Corporation
(Company Name)

By: *Joseph Massaro III*
Joseph Massaro III

Title: President

Date: 3/19/2013

Taken, subscribed and sworn to before me this 19th day of March, 2013

By Commission expires February 8, 2015

(Seal)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Alice J. McIntyre, Notary Public

Alice J. McIntyre
Alice J. McIntyre (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WY CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

BID SUPPLEMENT # 2

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for a Federal grant or cooperative agreement, or potential contractor for a major third party contract),

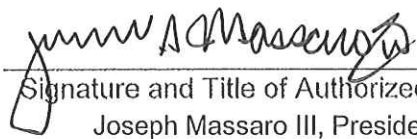
Massaro Corporation (COMPANY NAME) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three year period preceding the proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for a Federal grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of these statements in this certification, the participant shall attach an explanation to this certification).

THE PRIMARY PARTICIPANT (APPLICANT FOR A FEDERAL GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),

Massaro Corporation, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.



Signature and Title of Authorized Official
Joseph Massaro III, President

WILLIAM SHARPE HOSPITAL
50-BED ADDITION

SECTION 00 45 18.3
CERTIFICATION OF U.S. COMPTROLLER
CONSOLIDATED LIST OF PERSONS OR FIRMS
CURRENTLY DEBARRED FOR VIOLATIONS OF
VARIOUS PUBLIC CONTRACTS INCORPORATING
LABOR STANDARDS PROVISIONS
NOVEMBER 2012

BID SUPPLEMENT # 3

Massaro Corporation hereby certifies that it IS or IS NOT
(specify one) included on the US Comptroller Consolidated List of Persons or Firms Currently
Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

3/19/2013

Date



Authorized Signature Joseph Massaro III

President

Title

Massaro Corporation
Company Name

BID FORM # 4

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned (Vendor, Contractor) certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit) cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress, in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, and undersigned assures that it will complete an submit Standard Form -LLL, "Disclosure of Lobbying Activities" Rev. 7-07; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit) cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C 1352. The undersigned also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

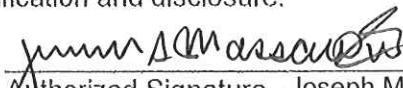
The (Vendor, Contractor) Massaro Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (Vendor, Contractor) understands and agrees that the provisions of 31 U.S.C §§ 3801et seq., apply to this certification and disclosure.

3/19/2013

Date

President

Title


Authorized Signature Joseph Massaro III

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Massaro Corporation

Authorized Signature: *Joseph Massaro III* Date: 3/19/2013
Joseph Massaro III

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 19th day of MARCH, 2013.

My Commission expires February 8, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC *Alice J. McIntyre*
Alice J. McIntyre
Purchasing Affidavit (Revised 07/01/2012)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alice J. McIntyre, Notary Public
O'Hara Twp., Allegheny County
My Commission Expires Feb. 8, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

BID SUPPLEMENT #6

NON-COLLUSION AFFIDAVIT

TO: OWNER THE STATE OF WEST VIRGINIA, Department of Health and Human Resources.

The undersigned bidder, by its officers, agents, or representatives, being duly sworn, on their oaths say that neither they nor any of them, have, in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of the **State of West Virginia** whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person, in any way or manner, any of the proceeds of the contract sought by this bid.

Joseph Massaro III

Joseph Massaro, III

President

(Bidder or Agent)

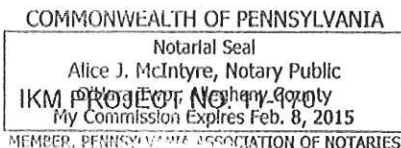
For: Massaro Corporation

(Firm or Corporation)

Subscribed and sworn to before me by JOSEPH Massaro III

this 19th day of March 2013.

My commission expires: February 8, 2015 *Alice J. McIntyre*
Alice J. McIntyre (Notary Public)



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WSH13095

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:


(Check the box next to each addendum received)

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

Massaro Corporation

Company


 Joseph Massaro III Authorized Signature

3/19/2013

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012

Agency DHHR/William R. Sharpe Jr. Hospital
REQ.P.O.# WSH13095

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Massaro Corporation
of 120 Delta Dr., Pittsburgh, PA 15238, as Principal, and Liberty Mutual Insurance
Company of 175 Berkeley Street, Boston, MA 02116, a corporation organized and existing under the laws of the State of MA
with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 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
William Sharpe Hospital 50-Bed Addition

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.

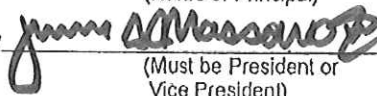
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

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
13th day of February, 2013.

Principal Corporate Seal

Massaro Corporation

(Name of Principal)

By 

(Must be President or Vice President)


Joseph A. Massaro III, President

(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company

(Name of Surety)



Cathy H. Ho, 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.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV024187

Classification:
GENERAL BUILDING

MASSARO CORPORATION
DBA MASSARO CORPORATION
120 DELTA DRIVE
PITTSBURGH, PA 15238

Date Issued


MAY 11, 2012


Expiration Date

MAY 11, 2013



WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD


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.