



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

Header 1

Procurement Folder: 482944

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0603

Vendor ID: 

SO Doc ID: ADJ1900000004

Legal Name: N F MANSUETTO & SONS INC


Published Date: 9/7/18

Alias/DBA:



Close Date: 9/12/18

Total Bid: \$248,452.00

Close Time: 13:30

Response Date: 

Status: Closed

Response Time: Solicitation Description:  

Total of Header Attachments: 1

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 482944
Solicitation Description : Addendum #2 Martinsburg Armory Roof Replacement
Proc Type : Central Purchase Order

| Date issued | Solicitation Closes | Solicitation Response | Version |
|-------------|------------------------|------------------------------|---------|
| | 2018-09-12 13:30:00 | SR 0603 ESR09111800000001184 | 1 |

| VENDOR |
|------------------------------------------|
| 000000201279 N F MANSUETTO & SONS INC |

Solicitation Number: CRFQ 0603 ADJ1900000004

Total Bid : \$248,452.00 **Response Date:** 2018-09-11 **Response Time:** 09:28:05

Comments:

FOR INFORMATION CONTACT THE BUYER
 Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

| | | |
|--------------------------|---------------|-------------|
| Signature on File | FEIN # | DATE |
|--------------------------|---------------|-------------|

All offers subject to all terms and conditions contained in this solicitation

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------------------------|-----|------------|------------|-----------------------------|
| 1 | Martinsburg Armory Roof Replacement | | | | \$248,452.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72152601 | | | |

Extended Description : Labor, materials and all associated costs to remove and dispose of old roof, and to install a new EPDM roofing system or equal.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, N.F. Mansuetto & Sons, Inc.
of Martins Ferry, OH, as Principal, and Fidelity and Deposit Company of Maryland
of Schaumburg, IL, a corporation organized and existing under the laws of the State of
MD with its principal office in the City of Schaumburg, 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%) 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
Martinsburg Armory Roof Replacement

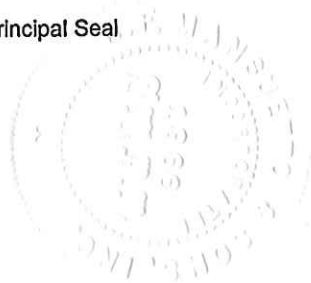
NOW THEREFORE,

- (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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 12th day of September, 2018.

Principal Seal

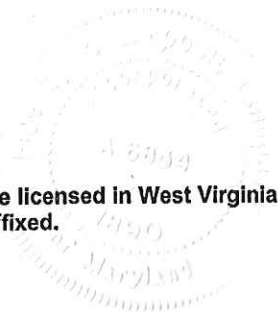


N.F. Mansuetto & Sons, Inc.
(Name of Principal)

By: [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

President
(Title)

Surety Seal



Fidelity and Deposit Company of Maryland
(Name of Surety)

By: [Signature]
Nicholas A. Sparachane Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Nicholas A. SPARACHANE, Susan K. BOORD and Nicole Sparachane WHORTON, all of Wheeling, West Virginia, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of March, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

Gerald F. Haley

*Secretary
Eric D. Barnes*

*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

On this 1st day of March, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

Exhibit A Pricing Page

Date: 9/12/2018

| BASE BID ITEM | Exhibit C Roof Replacement Specifications | <u>Base Bid Price</u> | <u>Unit of Measure</u> | <u>Quantity</u> | <u>Base Bid Amount</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------|------------------------|---------------------------|---------------------------------|
| All Work included in Base Bid, to provide all labor, materials, supplies, tools and equipment for the removal of the existing and replacement of the roof at the Martinsburg National Guard Armory | | \$248,452.00 0.00 | Lump Sum | 1 | \$248,452.00 0.00 |
| UNIT PRICE ITEMS | | | | | |
| Unit Price Items, **Only required if damage is discovered when the existing roof is removed and inspected | Exhibit C Roof Replacement Specifications | <u>Unit Price</u> | <u>Unit of Measure</u> | <u>Estimated Quantity</u> | <u>Extended Unit Price Cost</u> |
| Unit Price 1: DECKING REPAIR/REPLACEMENT PRICE PER SQUARE FOOT INSTALLED (Only If needed to replace due to damage): | | \$16.00 0.00 | Per Square Foot | 50 | \$800.00 0.00 |
| Unit Price 2: WOOD BLOCKING REPAIR/REPLACEMENT, PRICE PER SQUARE FOOT INSTALLED (Only If needed to replace due to damage): | | \$7.50 0.00 | Per Square Foot | 50 | \$375.00 0.00 |
| TOTAL BID AMOUNT (A+B+C) = | | | | | \$249,875.00 0.00 |

REQUEST FOR QUOTATION
Martinsburg Armory Roof Replacement

Telephone Number: 740-633-7320

Fax Number: 740-633-7322

Email Address: Matt@mansuettoroofing.com

12.2. Liquidated Damages: Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

EXHIBIT A – Pricing Page



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

STATE OF ~~WEST VIRGINIA,~~ Ohio

COUNTY OF Belmont, TO-WIT:

I, Matthew Mansuetto, after being first duly sworn, depose and state as follows:

1. I am an employee of N.F. Mansuetto & Sons, Inc.; and,
(Company Name)
2. I do hereby attest that N.F. Mansuetto & Sons, Inc.
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: Matthew Mansuetto

Signature: 

Title: President

Company Name: N.F. Mansuetto & Sons, Inc.

Date: September 12th, 2018

Taken, subscribed and sworn to before me this 12th day of September, 2018.

By Commission expires 24 September 2022




(Notary Public)

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: N.F. Mansuetto & Sons, Inc. Address: 116 Wood St; Martins Ferry, OH 43935

Name of Authorized Agent: Matthew Mansuetto Address: 7 Arborland Acres Dr.; Wheeling, WV 26003

Contract Number: CRFQ 0603 ADJ1900000004 Contract Description: Roof Replacement Project

Governmental agency awarding contract: West Virginia Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: September 12th, 2018

Notary Verification

State of Ohio, County of Belmont:

I, Matthew Mansuetto; President, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 12th day of September, 2018.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: N.F. Mansuetto & Sons, Inc.

Authorized Signature: *[Signature]* Date: 9/12/18

State of Ohio

County of Belmont, to-wit:

Taken, subscribed, and sworn to before me this 12th day of September, 2018.

My Commission expires 24 September, 2022.



AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*

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

Matthew Mansuetto President

(Name, Title)
Matthew Mansuetto; President

(Printed Name and Title)
116 Wood St; Martins Ferry, OH 43935

(Address)
740-633-7320 740-633-7322

(Phone Number) / (Fax Number)
Matt@mansuettoroofing.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

N.F. Mansuetto & Sons, Inc.

(Company)

Matthew Mansuetto President

(Authorized Signature) (Representative Name, Title)

Matthew Mansuetto; President

(Printed Name and Title of Authorized Representative)

September 12th, 2018

(Date)

740-633-7320 740-633-7322

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|----------------------------------------------------|------------------------------------------|
| <input 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 type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

N.F. Mansuetto & Sons, Inc.

Company



Authorized Signature

September 12th, 2018

Date

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

Revised 6/8/2012

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: N.F. Mansuetto & Sons, Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

| Subcontractor Name | License Number if Required by W. Va. Code § 21-11-1 et. seq. |
|--------------------|-----------------------------------------------------------------|
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Attach additional pages if necessary