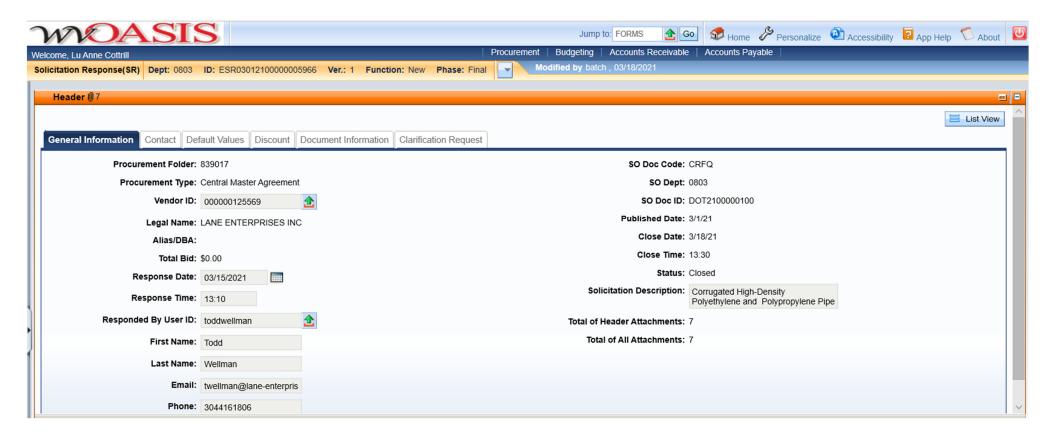


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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.





State of West Virginia Solicitation Response

Proc Folder:

839017

Solicitation Description:

Corrugated High-Density Polyethylene and Polypropylene Pipe

Proc Type: Central Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2021-03-18 13:30
 SR 0803 ESR03012100000005966
 1

VENDOR

000000125569

LANE ENTERPRISES INC

Solicitation Number: CRFQ 0803 DOT2100000100

Total Bid: 0 Response Date: 2021-03-15 Response Time: 13:10:29

Comments:

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566 john.w.estep@wv.gov

Vendor Signature X

FEIN#

DATE

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

 Date Printed:
 Mar 18, 2021
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Industrial pipe and piping	0.00000	EA	0.000000	0.00

Comm Code Manufacturer		Specification	Model #	
40171600				

Commodity Line Comments:

Extended Description:

Industrial pipe and piping

 Date Printed:
 Mar 18, 2021
 Page: 2
 FORM ID: WV-PRC-SR-001 2020/05

Corrugated High Density Polyethylene and Polypropelene Pipe ATTACHMENT A PRICING PAGES (ATT A)

VENDOR INSTRUCTIONS:

Vendor shall provide a Unit Cost bid for Contract Items listed below, for the lengths listed below. Bid price shall include delivery FOB to the WVDOH destination designated on the Deliver Order at the time of need.

	SINGLE WALL CORRUGATED POLY PIPE							
Unit of Item Item Description Length Measure Unit Co								
Item	item bescription	Length	Weasure	Unit Cost				
Α	4" Perforated Underdrain Pipe	250 Feet	Coil	120.00				
В	6" Perforated Underdrain Pipe	100 Feet	Coil	119.00				

HDPE PIPE, PROFILE WALL, 20 FT and 30 FT							
Item	Item Description		Unit of Measure	Unit Cost			
C1	15" HDPE Pipe, Profile Wall, Standard	20 FT	Each	182.70			
C2	15 HDPE Pipe, Profile Wall, Standard	30 FT	Each	301.46			
D1	18" HDPE Pipe, Profile Wall, Standard	20 FT	Each	217.35			
D2	10 HDPE Pipe, Plollie Wall, Stalldard	30 FT	Each	358.63			
E1	24" HDPE Pipe, Profile Wall, Standard	20 FT	Each	355.95			
E2	124 TIDEL FIPE, FTOILIE Wall, Standard	30 FT	Each	587.32			
F1	30" HDPE Pipe, Profile Wall, Standard	20 FT	Each	550.20			
F2	130 TIDEL FIPE, FTOILIE Wall, Standard	30 FT	Each	990.36			
G1	36" HDPE Pipe, Profile Wall, Standard	20 FT	Each	689.85			
G2	130 TIDEL FIPE, FTOILIE Wall, Standard	30 FT	Each	1,241.73			
H1	48" HDPE Pipe, Profile Wall, Standard	20 FT	Each	1,097.25			
H2	140 TIDI L'E IPE, I Tollie Wall, Stalldald	30 FT	Each	NA			
l1	60" HDPE Pipe, Profile Wall, Standard	20 FT	Each	1,743.00			
12	TIDI ET IPE, I TOILIE VVAII, Standard	30 FT	Each	NA			

	POLYPROPYLENE PIPE, 20 FT and 30 FT						
Item	Item Description		Unit of Measure	Unit Cost			
J1	15" PP Pipe, Dual Wall, Standard	20 FT	Each	268.80			
J2	13 FF Fipe, Duai Wali, Stallualu	30 FT	Each	NA			
K1	18" PP Pipe, Dual Wall, Standard	20 FT	Each	342.80			
K2	To FF Fipe, Dual Wall, Stalldard	30 FT	Each	NA			
L1	24" PP Pipe, Dual Wall, Standard	20 FT	Each	541.00			
L2	124 FF FIPE, Duai Wali, Standard	30 FT	Each	NA			
M1	30" PP Pipe, Dual Wall, Standard	20 FT	Each	897.14			
M2	Joo FF Fipe, Duai Wali, Stallualu	30 FT	Each	NA			
N1	36" PP Pipe, Dual Wall, Standard	20 FT	Each	1,142.40			
N2	130 FF Fipe, Duai Wali, Statiuatu	30 FT	Each	NA			
01	48" PP Pipe, Dual Wall, Standard	20 FT	Each	1,684.48			
02	140 FF FIPE, Duai vvaii, Statiuatu	30 FT	Each	NA			
P1	60" DD Ding Dual Wall Standard	20 FT	Each	2,788.80			
P2	60" PP Pipe, Dual Wall, Standard	30 FT	Each	NA			

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Highways to establish an open-end contract for Corrugated High-Density Polyethylene Pipe and Corrugated Polypropylene Pipe for repair and maintenance projects throughout the State of WV by the WV Division of Highways.
- 2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" "Contract Item(s)" Contract Items are identified in Section 3 of this Solicitation.
 - 2.2 "Pricing Pages" The schedule of prices attached hereto as Attachment A (ATT A) which will be used to evaluate the Solicitation responses.
 - **2.3** "Solicitation" The official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
 - **2.4** "WVDOH" West Virginia Division of Highways.
 - **2.5** "HDPE" High Density Polyethylene.
 - **2.6** "PP" Polypropylene.
 - **2.7** "ASTM" The American Society for Testing and Materials. Reference: www.astm.org.
 - **2.8** "AASHTO" The American Association of State Highway and Transportation Officials. Reference: www.transportation.org.
 - 2.9 "Contractor" or "Vendor" Used interchangeably throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.
 - **2.10** "Standard Specs" The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.

2.11 "FOB" - Freight on Board destination to the Agency's location.

3. GENERAL REQUIREMENTS:

3.1 The following Standard Specs Sections shall apply to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Materials, equipment, and performance of this contract shall conform, but is not be limited to, the requirements of Sections 604, 606, and 714, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the **Attachment B (ATT B)** Standard Specifications Order Form. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways Contract Administration Building 5, Room 840 1900 Kanawha Boulevard, East Charleston, West Virginia 25305

A free electronic copy of the Standard Specs may be obtained by sourcing: http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.2.1 Corrugated Polyethylene Underdrainage Pipe Single Wall, Contract Item A-B, in 100-foot and 250-foot coils. Pipe shall conform to the requirements of Standard Specs Sections 606 and 714, as amended.
 - 3.2.2 Corrugated High Density Polyethylene (HDPE) Pipe, Profile Wall Contract Item C through I, in 20-Foot and 30-Foot length joints.

Pipe shall conform to the requirements of Standard Specs Sections 604 and 714, as amended, and AASHTO M 294, types "S" and "D". Pipe shall be fabricated such that the connection of pipe sections will form a continuous line free from irregularities in the flow line. Flexible pipes shall be joined by bell and spigot joints, and the pipe shall be installed to preserve the alignment, provide a leak resistant joint that conforms to

ASTM D3212 performance requirements, and prevent the separation of sections.

Vendors bidding must source approved suppliers/fabricators from MCS&T, MP 718.007.001 Corrugated Polyethylene Plastic Pipe, as amended. Reference:

https://transportation.wv.gov/highways/mcst/Pages/APL By Number.aspx

3.2.3 Corrugated Polypropylene (PP) Pipe, Dual Wall – Contract Item J through O, in 20-foot and 30-foot length joints.

Corrugated PP Pipe shall conform to the requirements of Standard Specs Sections 604 and 714, as amended, and AASHTO M330.

Flexible pipes shall be joined by bell and spigot joints, and the pipe shall be installed to preserve the alignment, provide a leak resistant joint that conforms to ASTM D3212 performance requirements, and prevent the separation of sections.

Dual wall pipe and fittings shall meet the requirements of ASTM 2881M or AASHTO M330.

3.2.4 Split Couplings:

Split Couplings are used occasionally by the WVDOH and shall be incidental to the ordering of HDPE or PP pipe. The cost of Split Couplings should be factored into the bid price of pipe. Vendor shall provide standard Split Couplings sized for corresponding pipe, **Contract Items C-E and J-L**, when requested by the WVDOH District Engineer or their designee on the Delivery Order.

HDPE fittings must meet AASHTO M294 requirements. PP fittings must meet the requirements of ASTM 2881M or AASHTO M 330 requirements.

It is not possible to estimate the sizes or quantities of split couplings WVDOH will need for future projects. Table 3.2.4 provides the **2019-2020 Split Coupling Order History** for reference. Vendors should note that 30-foot lengths of pipe were not available on the previous contract, and this may have increased the need for split couplings during that period.

This information has been provided as a courtesy to Vendors and does not imply or guarantee future quantities.

TABLE 3.2.4:

Split Coupling	Quantity		
Diameter	2019	2020	
15"	23	31	
18"	121	67	
24"	73	17	
30"	0	0	
36"	11	13	
48"	10	13	
60"	10	2	

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract. WVDOT District Engineer, or their designee, will determine the low bid Vendor per individual project needs, as described in Section 5 of these Contract Specifications.

Example: The WVDOH project plans require four (4) 24" HDPE Pipe 20-foot pipe lengths and two (2) 24" HDPE Pipe 30-foot pipe lengths. Vendor Red is the low bidder on 24" HDPE Pipe, 20-foot lengths, but does not supply 24" HDPE Pipe in 30-foot lengths Vendor Blue supplies both lengths, but it not the low bidder for 20' lengths. The WVDOH District Engineer, or their designee, would submit a Delivery Order with Vendor Blue as they are the low-bid Vendors who provides all necessary Contract Items needed for the project.

Pricing Pages, Attachment A (ATT A): Vendor should complete the Pricing Pages by providing their bid price for all Contract Items for which they wish to bid. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

The Pricing Pages spreadsheets contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

Vendor should electronically enter the information into the Pricing Pages through Vendor should type or electronically enter the information into the Pricing Pages

spreadsheet and the Plant Information Forms to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

4.3 Contract Award Transition: Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Operations Division to the Districts and Vendors, any Delivery Order issued prior the award of the contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any Delivery Order that has not been completely filled by the Vendors shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

5. DETERMINING LOW BID PER PROJECT: To determine the low bid Vendor for individual projects, the WVDOH District Engineer or their designee will calculate <u>the lowest overall total cost of the Contract Items</u> required for individual projects. <u>A written Delivery Order will be issued to the Vendor with the lowest overall total cost.</u>

WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total as set forth in this section.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it should include in its response a brief description of how Agencies may utilize the online ordering

- system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 6.2 Delivery Order: WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per Contract Items, as well as the tentative start and end dates, to become the agreed up as the official start and end dates. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.
- 6.3 Payment: Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

7. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 7.1 Project Acceptance and Written Verification of Receipt: Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any Delivery Orders/Revisions within five days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to cancel the Delivery Order and obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.
- 7.2 Delivery Time: Vendor shall deliver standard orders within ten (10) working days after orders are received. A minimum total dollar value order shall be no less than \$1,000.00. Additional shipping charges may be added by the Vendor to any total dollar value order of less than \$1,000.00 per delivery site. Vendor shall ship all orders in accordance with the established delivery date and shall not hold orders

until a minimum delivery quantity is met unless otherwise directed by the WVDOH.

No Vendor is authorized to ship project related goods, nor is the WVDOH authorized to receive materials, prior to the issuance of a Delivery Order.

7.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3.1 Liquidated Damages: The WVDOH shall calculate Liquidated Damages per project beginning on day one after the WVDOH's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended.
- 7.4 Delivery Payment/Risk of Loss: Standard order delivery shall be FOB destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.
- 7.5 Return of Unacceptable Items: The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be FOB the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

7.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, FOB Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDOR DEFAULT:

- **8.1** The following shall be considered a vendor default under this Contract.
 - **8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - **8.1.2** Failure to comply with other specifications and requirements contained herein.
 - **8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - **8.1.4** Failure to remedy deficient performance upon request.
- 8.2 The following remedies shall be available to Agency upon default.
 - **8.2.1** Immediate cancellation of the Contract.
 - **8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - **8.2.3** Any other remedies available in law or equity.

9. MISCELLANEOUS:

- **9.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION Corrugated High-Density Polyethylene Pipe and Corrugated Polypropylene Pipe

- 9.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager:	TODD WELLMAN
Telephone Number:	304-416-1806
Fax Number: 540-674	-0815
Email Address: twell	man@lane-enterprises.com

Contract Administrator and the initial point of contact for matters relating to this Contract.
Told WM Sales Representative
(Name, Title)
TODD WELLMAN, SALES REPRESENTATIVE
(Printed Name and Title)
P.O. BOX 854 BARBOURSVILLE, WV 25504
(Address)
304-416-1806 / 540-674-0815
(Phone Number) / (Fax Number)
twellman@lane-enterprises.com
(email address)
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.
LANE ENTERPRISES, INC
(Company)
John Noll Sales Representative
(Authorized Signature) (Representative Name, Title)
TODD WELLMAN / SALES REPRESENTATIVE
(Printed Name and Title of Authorized Representative)
03-15-21
(Date)
304-416-1806 / 540-674-0815
(Phone Number) (Fax Number)

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity:	LANE ENTEREPRISES, INC Addre	PO BOX 854
		BARBOURSVILLE, WV 25504
Name of Authorized Agent: TODD W	ELLMAN Addres	PO BOX 854 BARBOURSVILLE, WV 25504
Contract Number: CRFQ 0803 DOT21	00000100 Contract Des	Corrugated High-Density Polyethylene and Polypropylene Pipe
Governmental agency awarding contract		
☐ Check here if this is a Supplementa	I Disclosure	
List the Names of Interested Parties to the entity for each category below (attach add	contract which are known or rea	sonably anticipated by the contracting business
Subcontractors or other entities per Check here if none, otherwise list er		r the Contract
2. Any person or entity who owns 25% Check here if none, otherwise list en	or more of contracting entity ntity/individual names below.	(not applicable to publicly traded entities)
3. Any person or entity that facilitate services related to the negotiation of the Check here if none, otherwise list en	or drafting of the applicable co	f, the applicable contract (excluding legal ntract)
Signature: Tuckel Wall	Date S	gned: <u>3-15-21</u>
Notary Verification		
1. Told Wellman	, County of, the nowledge that the Disclosure he	e authorized agent of the contracting business erein is being made under oath and under the
Taken, sworn to and subscribed before me	e this day of	March, 2021
	Saphone Clas	
To be completed by State Agency: Date Received by State Agency: Date submitted to Ethics Commission:	Notary	Public's Signature STEPHANIE CLAY Notary Public Official Seal State of West Virginia My Comm. Expires Jan 8, 20 J. P. Morgan Chase

Governmental agency submitting Disclosure:

570086361535



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER			CONTACT NAME:					
Aon Risk Services Central, In Chicago IL Office	nc.		PHONE (A/C. No. Ext):	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800)		363-0105		
200 East Randolph Chicago IL 60601 USA			E-MAIL ADDRESS:		•			
, and the second			_	INSURER(S) AFFORDING COV	ERAGE	NAIC#		
INSURED			INSURER A:	Zurich American Ins Co	0	16535		
Lane Enterprises, Inc. 3905 Hartzdale Drive			INSURER B:					
Suite 514			INSURER C:					
Camp Hill PA 17011 USA			INSURER D:					
			INSURER E:					
			INSURER F:					
001/504.050	OFFICIOATE NUMBER	E70006261E2E	:	DEVIOLON I	WWDED.			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS LIMITS
Α	Х	COMMERCIAL GENERAL LIABILITY			GL0651022628	04/01/2020	04/01/2021	EACH OCCURRENCE \$2,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED \$500,000 PREMISES (Ea occurrence)
								MED EXP (Any one person) \$10,000
Ī								PERSONAL & ADV INJURY \$2,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$4,000,000
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$4,000,000
		OTHER:						
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
		ANY AUTO						BODILY INJURY (Per person)
ŀ		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)
ŀ		HIRED ALITOS NON-OWNED						PROPERTY DAMAGE (Per accident)
		ONLY AUTOS ONLY						(i of accidenty)
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE
Ì		EXCESS LIAB CLAIMS-MADE						AGGREGATE
Ī		DED RETENTION						
		RKERS COMPENSATION AND PLOYERS' LIABILITY						PER STATUTE OTH-
	ΑN	Y PROPRIETOR / PARTNER /						E.L. EACH ACCIDENT
		ECUTIVE OFFICER/MEMBER Indatory in NH)	N/A					E.L. DISEASE-EA EMPLOYEE
	If y	es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CRFQ 0803 DOT2100000100. State of WV is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER	CANCELLATION

State of WV 1900 Kanawha Blvd. E., Building 5 Charleston WV 25305 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Rish Services Central Inc

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 exceed 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: Lane Enterprises Inc. Authorized Signature: John March State of Mest Virginia County of Cabell, to-wit: Taken, subscribed, and sworn to before me this 15 day of March, 2021. My Commission expires January 8, 2021. AFFIX SEAL HERE STEPHANIE CLAY NOTARY PUBLIC Suprace

Purchasing Affidavit (Revised 01/19/2018)

Notary Public Official Seal State of West Virginia

My Comm. Expires Jan 8, 2026 J. P. Morgan Chase 6327 US Rt 60 E Barboursville WV 25504



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

State of West Virginia Centralized Request for Quote **Highways**

Proc Folder:	839017		Reason for Modification:
Doc Descriptio	ion: Corrugated High-Density Polyethylene and Polypropylene Pipe		
		,, ,,	
Proc Type:	Central Master Agreeme	ent	
Proc Type:	Central Master Agreeme	Solicitation No	Version

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

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А	7		8 W.	8.3	100	100

Vendor Customer Code:

Vendor Name: Lane Enterprises, Inc.

Address: P.O. Box 854

Street:

city: Barboursville

State: \N

Country: US

Zin: 25504

Principal Contact: Todd Wellman

Vendor Contact Phone: 304 - 416 - 1804

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor

Signature X

FEIN# 232-38-3584 DATE 3-15-2 |

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

Date Printed: Mar 1, 2021

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Highways to establish an open-end contract for Corrugated High-Density Polyethylene Pipe and Corrugated Polypropylene Pipe for repair and maintenance projects throughout the State of WV by the WV Division of Highways. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitations.

INVOICE TO		SHIP TO	SHIP TO		
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			
No City US	WV 99999	No City WV 99999			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Industrial pipe and piping	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
40171600				

Extended Description:

Industrial pipe and piping

SCHEDULE OF EVENTS

Line	Event	Event Date	
1	Tech Questions due by 10:00am	2021-03-10	

	Document Phase	Document Description	Page 3
DOT2100000100	Final	Corrugated High-Density Polyethylene and Polypropylene Pipe	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions