




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  [List View](#)**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)**Procurement Folder:** 823901**Procurement Type:** Central Master Agreement**Vendor ID:** **Legal Name:** P&W EXCAVATING INC**Alias/DBA:****Total Bid:** \$0.00**Response Date:** **Response Time:** **Responded By User ID:** **First Name:** **Last Name:** **Email:** **Phone:** **SO Doc Code:** CRFQ**SO Dept:** 0803**SO Doc ID:** DOT2100000085**Published Date:** 2/18/21**Close Date:** 2/23/21**Close Time:** 13:30**Status:** Closed**Solicitation Description:** **Total of Header Attachments:** 9**Total of All Attachments:** 9



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 823901
Solicitation Description: Asphalt Materials, Pick Up by Agency - Statewide 6621C048
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-02-23 13:30	SR 0803 ESR02152100000005465	1

VENDOR
 000000160318
 P&W EXCAVATING INC

Solicitation Number: CRFQ 0803 DOT2100000085
Total Bid: 0
Response Date: 2021-02-22
Response Time: 10:39:28
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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Asphalts	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments: See attachements

Extended Description:

Asphalts

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Asphalt	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30121601			

Commodity Line Comments: see attachments

Extended Description:

Asphalt



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: 823901		Reason for Modification:	
Doc Description: Asphalt Materials, Pick Up by Agency - Statewide 6621C048		Addendum No. 1 - to extend the bid opening to 2/23/2021.	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-02-18	2021-02-23 13:30	CRFQ 0803 DOT2100000085	2


BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000160318
 Vendor Name : P & W Excavating, Inc,
 Address : PO Box 712
 Street :
 City : McConnellsburg
 State : Pennsylvania Country : USA Zip : 17233
 Principal Contact : Travis Lippy
 Vendor Contact Phone: 717-485-5141 Extension:

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X  FEIN# 25-1221071 DATE 2/22/2021

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

ADDITIONAL INFORMATION

Addendum No. 1 - to extend the bid opening from 02/18/2021 to 02/23/2021. The bid opening time remains at 1:30 pm.

No other changes.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asphalts	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Asphalts

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Asphalt	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description:

Asphalt

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions Due by 10:00am	2021-02-05

SOLICITATION NUMBER: CRFQ DOT21*85

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT21*85 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

1. To extend the bid opening from 02/18/2021 to 02/23/2021. The bid opening time remains at 1:30 pm.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT21 *85

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:

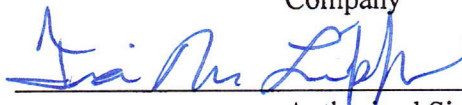
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input 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 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.

P & W Excavating, Inc.

Company



Authorized Signature

2/22/2021

Date

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

Asphalt Materials Pick Up by Agency
ATTACHMENT A PRICING PAGE (ATT A)

VENDOR INSTRUCTIONS:

Vendor shall complete Parts I, II and III below in their entirety. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the disqualification of corresponding Contract Items. Vendor must complete a separate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name: P & W Excavating, Inc.
 Asphalt Plant Name: P & W Excavating, Inc.
 Asphalt Plant Location: Warfordsburg Pennsylvania
 (911 Address) 882 Pigeon Cove Road
Warfordsburg PA 17267

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

- District 1:** Boone, Clay, Kanawha, Mason and Putnam counties
- District 2:** Cabell, Lincoln, Logan, Mingo and Wayne counties
- District 3:** Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
- District 4:** Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
- District 5:** Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
- District 6:** Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
- District 7:** Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
- District 8:** Pendleton, Pocahontas, Randolph and Tucker counties
- District 9:** Fayette, Greenbrier, Monroe, Nicholas and Summers counties
- District 10:** McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
A	Asphalt Section 401 - Base I	TON	55.60
B	Asphalt Section 401 - 25mm Superpave	TON	54.85
C	Asphalt Section 401 - Base II	TON	56.40
D	Asphalt Section 401 - Patch and Level	TON	56.40
E	Asphalt Section 401 - Wearing IV	TON	56.40
F	Asphalt Section 402 - Wearing IV	TON	64.25
G	Asphalt Section 401 - 19mm Superpave	TON	55.20
H	Asphalt Section 401 - Scratch Course	TON	62.35
I	Asphalt Section 402 - 9.5mm Superpave	TON	no bid
J	Asphalt Section 401 - Wearing 1	TON	62.35
K	Asphalt Section 402 - Wearing 1	TON	70.75
L	Asphalt Section 401 - 4.75mm Superpave	TON	no bid
M	Asphalt Section 402 - 4.75mm Superpave	TON	no bid
N	Asphalt Section 401 - Wearing III	TON	no bid
O	Asphalt Section 402 - Wearing III	TON	no bid
P	Asphalt Section 401 - 12.5mm Superpave	TON	no bid
Q	Asphalt Section 402 - 12.5mm Superpave	TON	65.70
R	Asphalt Plant Run	TON	62.75
S1	Surcharge for PG Binder - 70 minus 22	TON	50.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	160.00
T1	Off-Season Plant Opening - First Day	DAY	5000.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	2200.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2021

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 Donald C Bowers Insurance, Inc. 1380 Dual Highway Hagerstown MD 21740		CONTACT NAME: Crystal Eby PHONE (A/C, No, Ext): (240) 329-3328 E-MAIL ADDRESS: crystaleby@bowersinsurance.com		FAX (A/C, No): (866) 202-3756	
INSURED P & W EXCAVATING INC PO BOX 712 MCCONNELLSBURG PA 17233-0712		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Exchange		NAIC # 26271	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL2012218980 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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		Q37-0155955	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPI/OPAGG	\$ 2,000,000
							Employee Benefits	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		Q01-0141066	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist BI-	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q25-0173308	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	Q85-0108801	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	BLANKET LEASED EQUIPMENT			Q37-0155955	01/01/2021	01/01/2022	DED: \$500	\$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CRFQ 0803 DOT210000085

State of WV is included as Additional Insured when required by written contract for the General Liability as respects to work performed by named insured per attached UL-RH endorsement. Additional Insured Commercial Auto Endorsement ABAZ10. GU-128 Cancellation Notice to Additional Insured.

CERTIFICATE HOLDER

State of WV
1900 Kanawha Boulevard E
Building 5
Charleston WV 25305

CANCELLATION

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
Crystal Eby

AGENCY CUSTOMER ID: 00004383

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Donald C Bowers Insurance. Inc.		NAMED INSURED P & W EXCAVATING INC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

EXCLUDED FROM WORKERS' COMPENSATION COVERAGE:
OFFICER - FRANK C PLESSINGER - PRESIDENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED ENDORSEMENT

DEFINITIONS

"**Additional Insured**" means the person or organization shown on the "**Declarations**" as an "ADDITIONAL INSURED."

OUR PROMISE

Under Liability Protection, "**we**" will pay all sums the "**Additional Insured**" legally must pay as damages arising out of the acts or omissions of:

1. the "**Named Insured**" or any "**relative**;"
2. any employee or agent of the "**Named Insured**;" or
3. any other person, except the "**Additional Insured**" or any employee or agent of the "**Additional Insured**"

using an "**auto we insure**" with the "**Named Insured's**" permission.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom "**we**" make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to "**us**." That person or organization must do everything necessary to secure our rights and must do nothing after "**accident**" or loss to impair them. "**We**" waive any right of recovery "**we**" may have against a person or organization identified as an "**Additional Insured**" in the "**Declarations**" because of payments "**we**" make for injury or damage arising out of the ownership, maintenance or use of a covered "**auto**" under a contract with that "**Additional Insured**."

SPECIAL CONDITIONS

1. If this policy is cancelled by "**us**," "**we**" will mail notice to the "**Additional Insured**" at least 30 days prior to the cancellation date. (*Maryland Exception: "We" will mail notice at least 30 days in advance of the effective date of cancellation for non-payment of premium. If this policy is cancelled by "us" for any other reason, "we" will mail notice at least 45 days in advance of the effective date of cancellation.*)
2. If this policy is cancelled by the "**Named Insured**," "**we**" will mail notice of cancellation to the "**Additional Insured**."
3. The "**Additional Insured**" will never be asked to pay a premium for this policy.
4. Protecting the "**Additional Insured**" under this policy shall not increase the limits of protection.

OTHER PROVISIONS

All other provisions of the policy apply.

CANCELLATION NOTICE TO DESIGNATED ENTITY

If we cancel this policy before the expiration date, other than at the request of the Named Insured or for nonpayment of premium, we will mail advance notice to the persons or organizations who are designated on the Declarations as subject to this endorsement. We will mail such notice at least 30 days before the effective date of cancellation.

If we cancel due to nonpayment of premium, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 45 days after the effective date of cancellation.

If the Named Insured requests cancellation before the policy expiration date, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 30 days after the Named Insured's request to cancel.

Proof of mailing constitutes proof of notice.

In no event will coverage extend beyond the actual expiration, termination, or cancellation of the policy.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: P & W Excavating, Inc. Address: PO Box 712
McConnellsburg PA 17233

Name of Authorized Agent: Frank Plessinger Address: PO Box 712 McConnellsburg PA 17233

Contract Number: CRFQ0803 DOT2100000085 Contract Description: Asphalt Material Pickup by WVDOH Only

Governmental agency awarding contract: West Virginia Department of Highways

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.

Frank Plessinger

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: *Frank Plessinger* Date Signed: 2/10/21

Notary Verification

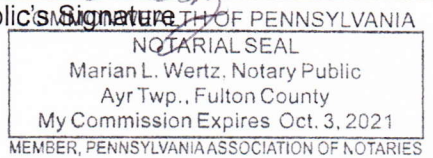
State of Pennsylvania, County of Fulton:

I, Frank Plessinger, 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.

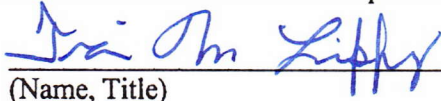
Taken, sworn to and subscribed before me this 10th day of February, 2021.

Marian L. Wertz
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



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.



(Name, Title)

Travis Lippy Project Manager / Estimator

(Printed Name and Title)

PO Box 712 McConnellsburg PA 17233

(Address)

PH: 717-485-5141 FAX: 717-485-5196

(Phone Number) / (Fax Number)

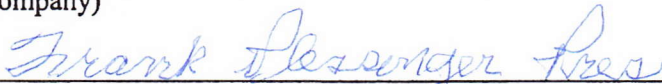
pwdig@pwexcav.com

(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.

P & W Excavating, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Frank Plessinger President

(Printed Name and Title of Authorized Representative)

2/10/2021

(Date)

PH: 717-485-5141 FAX: 717-485-5196

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency upon default.

10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 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.

11.2 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.

11.3 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.

11.4 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: Travis Lippy
Telephone Number: 717-485-5141
Fax Number: 717-485-5196
Email Address: pwdig@pwexcav.com

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: P & W Excavating, Inc.

Authorized Signature: Frank Plessinger Date: 2/10/21

State of Pennsylvania

County of Fulton, to-wit:

Taken, subscribed, and sworn to before me this 10th day of February, 2021.

My Commission expires 10/3, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

Marian L. Wertz
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Purchasing Affidavit (Revised 01/19/2018)
Marian L. Wertz, Notary Public
Ayr Twp., Fulton County
My Commission Expires Oct. 3, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



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: 823901		Reason for Modification:	
Doc Description: Asphalt Materials, Pick Up by Agency - Statewide 6621C048			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-01-29	2021-02-18 13:30	CRFQ 0803 DOT2100000085	1

BID RECEIVING LOCATION
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

VENDOR
Vendor Customer Code: 000000160318 Vendor Name : P & W Excavating, Inc. Address : PO Box 712 Street : City : McConnellsburg State : Pennsylvania Country : USA Zip : 17233 Principal Contact : Travis Lippy Vendor Contact Phone: 717-485-5141 Extension:

FOR INFORMATION CONTACT THE BUYER
John W Estep 304-558-2566 john.w.estep@wv.gov

Vendor Signature X <i>Frank Assinger</i> FEIN# 25-1221071 DATE 2/10/2021

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

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, to establish an open-end Asphalt Materials, Pick Up by Agency contract for use by WVDOH and the West Virginia Parkways Authority upon their request, on preventive maintenance and repair projects throughout the state of West Virginia, from the Vendor's plant. Contract pricing shall be made available to other public agencies upon their request and with the approval of the West Virginia Purchasing Division. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asphalts	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Asphalts

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Asphalt	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description:

Asphalt

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions Due by 10:00am	2021-02-05

	Document Phase	Document Description	Page 3
DOT2100000085	Final	Asphalt Materials, Pick Up by Agency - Statewide 6621C048	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001044

Classification:

GENERAL ENGINEERING
EXCAVATION
ASPHALT

P & W EXCAVATING INC
DBA P & W EXCAVATING INC
PO BOX 712
MC CONNELLSBURG, PA 17233-0712

Date Issued

Expiration Date

OCTOBER 18, 2020

OCTOBER 18, 2021



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

Marian West
Authorized Company Signature

John D. ...
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.