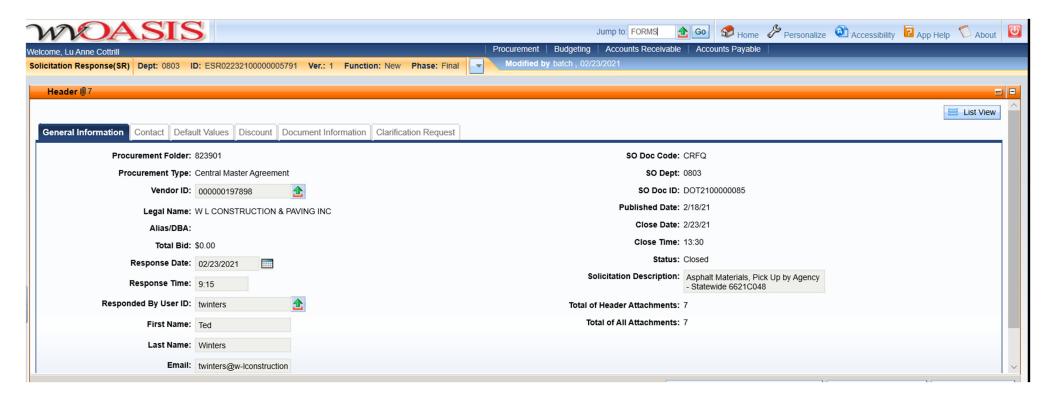
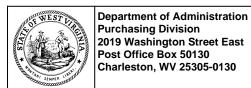


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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:

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 ESR02232100000005791	1		

VENDOR

000000197898

W L CONSTRUCTION & PAVING INC

Solicitation Number: CRFQ 0803 DOT2100000085

Total Bid: 0 Response Date: 2021-02-23 Response Time: 09:15:02

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:
 Feb 23, 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 Asphalts	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

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:

Extended Description:

Asphalt

Date Printed: Feb 23, 2021 Page: 2 FORM ID: WV-PRC-SR-001 2020/05

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	e bo	x next to each addendum rece	iveo	l)		
	[\	1	Addendum No. 1	[]	Addendum No. 6	
	[]	Addendum No. 2	[J	Addendum No. 7	
	[]	Addendum No. 3	[]	Addendum No. 8	
	[]	Addendum No. 4	[]	Addendum No. 9	
	[]	Addendum No. 5	[]	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.

W-L Construction & Paving, Inc.

Company

Feddy L Luliu P.M

Authorized Signature

2-23-2021

Date

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

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.
Telde to the term friend Manager
(Name, Title) L. Winters Project Manager
(Printed Name and Title) P.O Box 379. Stephenson Va. 22656
(Address) 540-662-4-330
(Phone Number)/(Fax Number) TWINTERS & W-L CONSTRUCTION, 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.
W-L Construction of Paving, Inc. (Company) Meddy & William Project Manager (Authorized Signature) (Representative Name, Title)
Teddy L. Winters Project Monager (Printed Name and Title of Authorized Representative)
1505-01-5
(Date) 540-662-4008/540-662-4330
$\frac{540-662-4008}{(Phone Number)}$ (Fax Number)
(



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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.

lf	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).										
	DUCER Liberty Mutual Insurance (CONTA NAME:	CT	, Valerie Reece	1			
	2000 Westwood Dr.	<i>)</i> 0. i	valio	mai modianoc Last	PHONE (A/C, No		513-867-3822		FAX		
	Wausau, WI 54401				E-MAIL						
					ADDRESS: Oldcastle.certs@LibertyMutual.com						
	Liberty Mutual com							DING COVERAGE			NAIC#
	.LibertyMutual.com				INSURE	RA: Liberty	Mutual Fire In	surance Compa	iny		23035
	W-L Construction & Paving, Inc. (223-STE)					RB:					
27	786 Martinsburg Pike	223-	. 31L	.)	INSURE	RC:					
	O Box 339				INSURE	RD:					
St	ephenson VA 22656				INSURE	RE:					
					INSURE	RF.					
CO	/ERAGES CER	TIFIC	CATE	NUMBER: 60023848				REVISION NU	MBER:	<u> </u>	
TH IN CE	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I CCLUSIONS AND CONDITIONS OF SUCH	OF QUIF PERT POLI	INSUF REMEI AIN,	RANCE LISTED BELOW HAY NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN'	Y CONTRACT THE POLICIE REDUCED BY POLICY EFF	THE INSURE OR OTHER I S DESCRIBED PAID CLAIMS.	DOCUMENT WIT	/E FOR TH H RESPEC IBJECT TO	CT TO V	WHICH THIS
LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)		LIMIT		
Α	COMMERCIAL GENERAL LIABILITY	✓		TB2-C81-004095-110		9/1/2020	9/1/2021	EACH OCCURRENT DAMAGE TO RENT		\$2,000	<i>,</i>
	CLAIMS-MADE ✓ OCCUR			XCU Coverage Included				PREMISES (Ea occ		\$300,0)00
	✓ Primary/Non-Contributory			7.00 Coverage moladed				MED EXP (Any one	person)	\$50,00)0
	✓ Separation of Insured							PERSONAL & ADV	INJURY	\$2,000),000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$2,0		\$2,000),000
	POLICY PRO- JECT LOC							PRODUCTS - COM	IP/OP AGG	\$2,000	0.000
	OTHER:									\$	
Α	AUTOMOBILE LIABILITY	/		AS2-C81-004095-120		9/1/2020	9/1/2021	COMBINED SINGL (Ea accident)	E LIMIT	\$2,000	0.000
	✓ ANY AUTO	•			9/1/2020		BODILY INJURY (F	er person)	\$,,,,,,,	
Α	OWNED SCHEDULED			AS2-C81-054502-520		9/1/2020	9/1/2021	BODILY INJURY (F	' (Per accident) \$		
	AUTOS ONLY AUTOS NON-OWNED			Physical Damage only:				PROPERTY DAMA		\$	
	AUTOS ONLY AUTOS ONLY			Comprehensive Ded \$10,	000			(Per accident)		\$	
	UMBRELLA LIAB OCCUB			Collision Ded \$10,000						-	
	- CCCOR							EACH OCCURREN	CE	\$	
	CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION \$							DED	OTH	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER STATUTE	OTH- ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE	NT	\$	
	(Mandatory in NH)							E.L. DISEASE - EA	EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - PO	LICY LIMIT	\$	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	ACORD	101, Additional Remarks Schedu	le, may be	e attached if mor	e space is require	ed)			
RE: 2020 Purchase Orders State of West Virginia is listed as additional insured with regards to the general liability and automobile liability policies, where required by written contract.											
CEF	RTIFICATE HOLDER				CANO	ELLATION					
OLI	THE HOLDEN				CANC						
State of West Virginia Purchasing Division Division of Highways Charleston WV 25305				THE	EXPIRATION	N DATE THE	ESCRIBED POLICE EREOF, NOTICE Y PROVISIONS.				
	TIATIOSTOTI VV V ZOOOO				AUTHO	RIZED REPRESE			- (
				Valure V. Ruce							

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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: Teddy L. Winters
Telephone Number: 540-662-408
Fax Number: 540-662-4330
Email Address: TWINTERS & W-L CONSTRUCTION. COM

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

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate 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 Nar	ne: W-L Construction & Paving, Inc.
Asphalt Plant Na	me: Plant 311 Clearbrook
Asphalt Plant Locati	on: 660 Quarry Lane
(911 Addre	ess) Clearbrook, VA 22624
PART II: WVDOH DISTRICTS SERVED BY A served by the Asphalt Plant listed above in	ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties Part I.
District 1: Boone, Clay, F	Kanawha, Mason and Putnam counties
District 2: Cabell, Lincoln	n, Logan, Mingo and Wayne counties
District 3: Calhoun, Jack	son, Pleasants, Ritchie, Roane, Wirt and Wood counties
District 4: Doddridge, Ha	arrison, Marion, Monongalia, Preston and Taylor counties
X District 5: Berkeley, Gra	nt, Hampshire, Hardy, Jefferson, Mineral and Morgan
District 6: Brooke, Hanco	ock, Marshall, Ohio, Tyler and Wetzel counties
District 7: Barbour, Brax	ton, Gilmer, Lewis, Upshur and Webster counties

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

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

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	48.97
В	Asphalt Section 401 - 25mm Superpave	TON	57.81
С	Asphalt Section 401 - Base II	TON	54.09
D	Asphalt Section 401 - Patch and Level	TON	54.09
Е	Asphalt Section 401 - Wearing IV	TON	54.09
F	Asphalt Section 402 - Wearing IV	TON	56.75
G	Asphalt Section 401 - 19mm Superpave	TON	60.18
Н	Asphalt Section 401 - Scratch Course	TON	61.24
I	Asphalt Section 402 - 9.5mm Superpave	TON	68.75
J	Asphalt Section 401 - Wearing 1	TON	61.24
K	Asphalt Section 402 - Wearing 1	TON	65.95
L	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
М	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
N	Asphalt Section 401 - Wearing III	TON	No Bid
0	Asphalt Section 402 - Wearing III	TON	No Bid
Р	Asphalt Section 401 - 12.5mm Superpave	TON	68.17
Q	Asphalt Section 402 - 12.5mm Superpave	TON	72.29
R	Asphalt Plant Run	TON	61.24
S1	Surcharge for PG Binder - 70 minus 22	TON	5.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	10.00
T1	Off-Season Plant Opening - First Day	DAY	4500.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.00

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)

Na	me of Contracting Business Entity: W-L Construction & Paving, Inc. Address:	P.O Box 339, 2786 Martinsburg Pike
		Stephenson, VA 22656
Na	me of Authorized Agent: Teddy L. Winters Address:	Same as Above
		otion: Asphalt F.O.B
	vernmental agency awarding contract: WVDOH	
	Check here if this is a Supplemental Disclosure	
	t the Names of Interested Parties to the contract which are known or reason ity for each category below (attach additional pages if necessary):	ably anticipated by the contracting business
1.	Subcontractors or other entities performing work or service under the	ne 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 of the contracting entity (not of the contracting entity)	ot applicable to publicly traded entities)
3.	Any person or entity that facilitated, or negotiated the terms of, t services related to the negotiation or drafting of the applicable continuous Check here if none, otherwise list entity/individual names below.	• • • • • • • • • • • • • • • • • • • •
Sig	nature: Teddy I Winter Date Sign	ed: 2/10/2021
No	otary Verification	
Sta	te of Virginia, County of Frederic	<u>k</u> :
	Robert Jason Rutherford , the a	outhorized agent of the contracting business
	ity listed above, being duly sworn, acknowledge that the Disclosure here nalty of perjury.	in is being made under oath and under the
Tal	ken, sworn to and subscribed before me this 10th day of Feb	Humpobert Jason Rolling
	be completed by State Agency:	blic's Signature NOTARY PUBLIC OMN REG #7848944 EXPIRES ION 10/31/2023
Da	te Received by State Agency:te submitted to Ethics Commission:	COMM/848944 EXPIRES 10N 10N3 172023
Go	vernmental agency submitting Disclosure:	Pelvisudouile 8, 2018

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: W-L Construction & Pavin	g, Inc.	
Authorized Signature: Teday h Winter	-	Date: 2-10-2021
State of Virginia		
County of Frederick , to-wit:		
Taken, subscribed, and sworn to before me this 18 d	ay of February	, 20 <u>21</u> .
My Commission expires October 315	, 2023	Ω
PUBLIC REG. #7848944 AFFO SEACHEREN S	NOTARY PUBLIC _	Kolt of right
THE TOTS 172023 OF THE TOTS 1720		Parchasing Affidavit (Revised 01/19/2018)
MINEALTH ON THE		