



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 7

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Procurement Folder: 937308

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: W L CONSTRUCTION & PAVING 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: DOT2200000084

Published Date: 11/18/21

Close Date: 11/30/21

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 7

Total of All Attachments: 7



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: 937308
Solicitation Description: ADDENDUM NO_1 Asphalt Materials, Pick Up by Agency
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-11-30 13:30	SR 0803 ESR11242100000003277	1

VENDOR
 000000197898
 W L CONSTRUCTION & PAVING INC

Solicitation Number: CRFQ 0803 DOT2200000084
Total Bid: 0
Response Date: 2021-11-24
Response Time: 13:19:53
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	Asphalt	0.00000	TON	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30121601			

Commodity Line Comments:

Extended Description:

Asphalt

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000084

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.

W-L Construction & Paving, Inc.
Company

Teddy L. Winters
Authorized Signature

11-19-2021
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.

Teddy L. Winters Project Manager
(Name, Title)
Teddy L. Winters Project Manager
(Printed Name and Title)
2786 Martinsburg Pike, Stephenson, VA 22656
(Address)
540-662-4008 540-662-4330
(Phone Number) / (Fax Number)
TWINTERS@W-LCONSTRUCTION.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

W-L Construction & Paving, Inc.
(Company)
Teddy L. Winters Project Manager
(Authorized Signature) (Representative Name, Title)
Teddy L. Winters Project Manager
(Printed Name and Title of Authorized Representative)
11-19-2021
(Date)
540-662-4008 540-662-4330
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

- 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: William Rex
Telephone Number: 540-247-9184
Fax Number: 540-662-4330
Email Address: William.Rex@w-lconstruction.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

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: W-L Construction & Paving, Inc. Address: 2786 Martinsburg Pike
Stephenson, VA 22656

Name of Authorized Agent: Teddy L. Winters Address: Same as above

Contract Number: CRFQ DOT2200000084 Contract Description: Asphalt Pickup by agency

Governmental agency awarding contract: WVDOH

Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

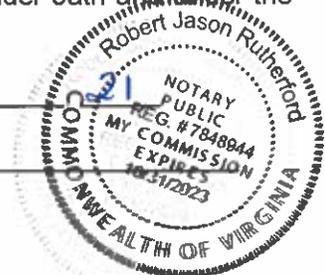
Signature: Teddy L. Winters Date Signed: 11-19-2021

Notary Verification

State of Virginia, County of Frederick:

I, Robert Jason Rutherford, 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 19th day of November
Robert J. Rutherford
Notary Public's Signature



To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: W-L Construction & Paving, Inc.

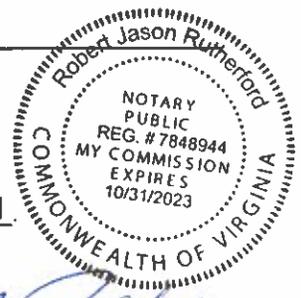
Authorized Signature: *Teddy R. Winters* Date: 11-19-2021

State of Virginia

County of Frederick, to-wit:

Taken, subscribed, and sworn to before me this 19 day of November, 2021.

My Commission expires October 31st, 2023.



AFFIX SEAL HERE

NOTARY PUBLIC

Robert Jason Rutherford



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2021

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 Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com	CONTACT NAME: Valerie Reece	FAX (A/C, No):
	PHONE (A/C, No, Ext): 513-867-3822	E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Fire Insurance Company		23035
INSURED W-L Construction & Paving, Inc. (223-STE) 2786 Martinsburg Pike; PO Box 339 Stephenson VA 22656	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 65093532

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.

INSR 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 <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		TB2-C81-004095-111 XCU Coverage Included	9/1/2021	9/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		AS2-C81-004095-121 AS2-C81-054502-521 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: 2021 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.

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia
Purchasing Division
Division of Highways
Charleston WV 25305

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

Valerie Reece

Valerie J. Reece

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ACORD 25 (2016/03)

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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:	W-L Construction & Paving, Inc.
Asphalt Plant Name:	Plant 311 Clearbrook
Asphalt Plant Location:	660 Quarry Lane
(911 Address)	Clearbrook, VA 22624

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.

- | | |
|--------------------------|---|
| <input type="checkbox"/> | District 1: Boone, Clay, Kanawha, Mason and Putnam counties |
| <input type="checkbox"/> | District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties |
| <input type="checkbox"/> | District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties |
| <input type="checkbox"/> | District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties |
| X | District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan |
| <input type="checkbox"/> | District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties |
| <input type="checkbox"/> | District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties |
| <input type="checkbox"/> | District 8: Pendleton, Pocahontas, Randolph and Tucker counties |
| <input type="checkbox"/> | District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties |
| <input type="checkbox"/> | 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	54.50
B	Asphalt Section 401 - 25mm Superpave	TON	65.25
C	Asphalt Section 401 - Base II	TON	60.90
D	Asphalt Section 401 - Patch and Level	TON	60.90
E	Asphalt Section 401 - Wearing IV	TON	60.90
F	Asphalt Section 402 - Wearing IV	TON	64.15
G	Asphalt Section 401 - 19mm Superpave	TON	68.05
H	Asphalt Section 401 - Scratch Course	TON	69.80
I	Asphalt Section 402 - 9.5mm Superpave	TON	78.06
J	Asphalt Section 401 - Wearing 1	TON	69.80
K	Asphalt Section 402 - Wearing 1	TON	75.05
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	77.40
Q	Asphalt Section 402 - 12.5mm Superpave	TON	79.90
R	Asphalt Plant Run	TON	69.80
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