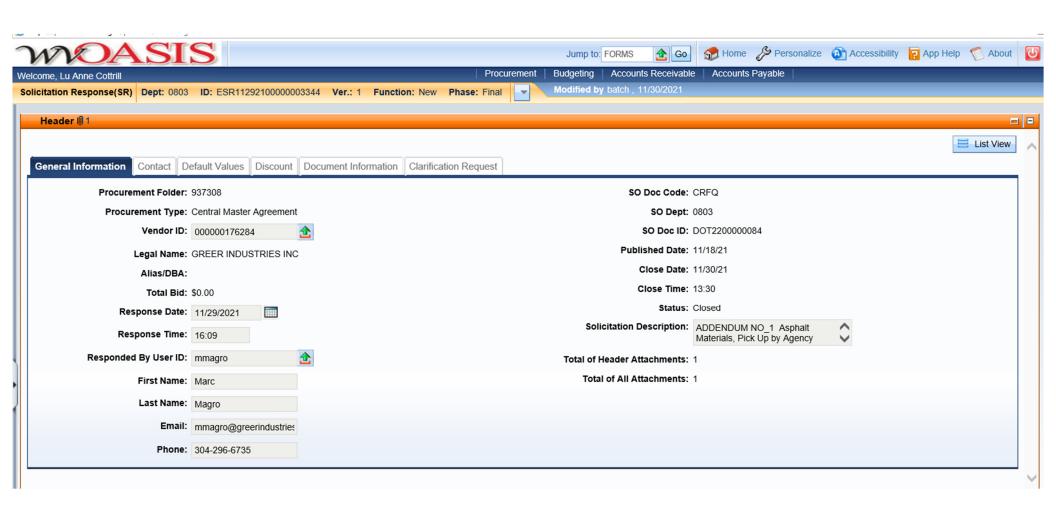
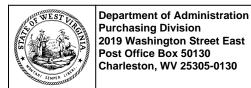


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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:

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 ESR11292100000003344
 1

**VENDOR** 

000000176284

**GREER INDUSTRIES INC** 

Solicitation Number: CRFQ 0803 DOT2200000084

Total Bid: 0 Response Date: 2021-11-29 Response Time: 16:09:34

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: Nov 30, 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 Asphalt	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121601				

## **Commodity Line Comments:**

## **Extended Description:**

Asphalt

Date Printed: Nov 30, 2021 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



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:

937308

Doc Description: ADDENDUM NO 1 Asphalt Materials, Pick Up by Agency

Reason for Modification:

ADDENDUM NO 1

Vendor Questions and Responses

Proc Type:

Central Master Agreement

Solicitation No Solicitation Closes **Date Issued** 

> 13:30 2021-11-30

CRFQ 0803 DOT2200000084

Version

2

**BID RECEIVING LOCATION** 

**BID CLERK** 

2021-11-18

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code:

000000176284

Vendor Name :

BUCKEYE ASPHALT COMPANY / GREER INDUSTRIES, INC.

Address:

PO BOX 1900

Street:

City:

MORGANTOWN

State:

WV

Country: MONONGALIA

Principal Contact:

MARC A. MAGRO

**Vendor Contact Phone:** 

304-296-6735

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor

Signature X

34-0737241

DATE

26507

Zip:

11/29/2021

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

Date Printed: Nov 18, 2021

Page: 1

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

#### ADDITIONAL INFORMATION

ADDENDUM NO\_1

Addendum No 1 issued to publish and distribute the attached information to the Vendor Community.

#### REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, to establish an openend 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		LOCATIONS	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV	

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

Comm Code	Manufacturer	Specification	Model #	
30121601				

### **Extended Description:**

Asphalt

#### SCHEDULE OF EVENTS

Line	<u>Event</u>	Event Date
1	Tech Questions due by 10:00am	2021-11-18

	Document Phase	Document Description	Page 3
DOT2200000084	Final	ADDENDUM NO_1 Asphalt Materials, Pick Up by Agency	

## ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

# 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.

the bo	ox next to each addendun	ı received	1)	
[X]	Addendum No. 1	I	]	Addendum No. 6
[]	Addendum No. 2	]	]	Addendum No. 7
[]	Addendum No. 3	[	]	Addendum No. 8
[ ]	Addendum No. 4	1	]	Addendum No. 9
	[X]	[X] Addendum No. 1 [] Addendum No. 2 [] Addendum No. 3	[X] Addendum No. 1 [ Addendum No. 2 [ Addendum No. 3 [	[ ] Addendum No. 2 [ ] [ ] Addendum No. 3 [ ]

Addendum Numbers Received:

Addendum No. 5

[ ]

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.

[ ] Addendum No. 10

Company

Authorized Signature

11/29/2021

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.

M	are A. Mag. VP Sales
(Name, Title)	MARC A. MAGRO VICE PRESIDENT OF SALES
(Printed Nam	e and Title) PO BOX 1900 MORGANTOWN, WV 26507
(Address)	304-296-6735 / N/A
(Phone Num	ber) / (Fax Number) mmagro@greerindustries.com
(email address	ss)

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.

BUCKEYE ASPHALT COMPANY / GREER INDUSTRIES, INC.
Company)
Mac A. May . VP Sale
Authorized Signature) (Representative Name, Title)
MARC A. MAGRO VICE PRESIDENT OF SALES
Printed Name and Title of Authorized Representative)
11/29/2021
Date)
304-296-6735 / N/A
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: MARC A. MAGRO

Telephone Number: 304-296-6735

Fax Number: N/A

Email Address: mmagro@greerindustries.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.

## 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 Name:	BUCKEYE ASPHALT COMPANY / GREER INDUSTRIES, INC.	
Asphalt Plant Name:	BUCKEYE ASPHALT COMPANY	
Asphalt Plant Location:	442 BLANEY HOLLOW ROAD RT. 857	_
(911 Address)	MORGANTOWN, WV 26508	
(5117/44/655)		_

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
Х	District 3:	Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
X	District 4:	Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	District 5:	Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
Х	District 6:	Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
Х		Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
X		Pendleton, Pocahontas, Randolph and Tucker counties
		Fayette, Greenbrier, Monroe, Nicholas and Summers counties
		McDowell, Mercer, Raleigh and Wyoming counties

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

Contract	Contract Item Description	Unit of Measure	List Price
A	Asphalt Section 401 - Base I	TON	50.00
В	Asphalt Section 401 - 25mm Superpave	TON	54.50
C	Asphalt Section 401 - Base II	TON	47.70
D	Asphalt Section 401 - Patch and Level	TON	47.70
E	Asphalt Section 401 - Wearing IV	TON	47.70
F	Asphalt Section 402 - Wearing IV	TON	56.76
G	Asphalt Section 401 - 19mm Superpave	TON	57.50
Н	Asphalt Section 401 - Scratch Course	TON	56.00
1	Asphalt Section 402 - 9.5mm Superpave	TON	59.20
	Asphalt Section 401 - Wearing 1	TON	56.00
K	Asphalt Section 402 - Wearing 1	TON	57.9
L.	Asphalt Section 401 - 4.75mm Superpave	TON	75.00
M	Asphalt Section 402 - 4.75mm Superpave	TON	80.0
N	Asphalt Section 401 - Wearing III	TON	70.5
0	Asphalt Section 402 - Wearing III	TON	83.0
Р	Asphalt Section 401 - 12.5mm Superpave	TON	63.0
Q	Asphalt Section 402 - 12.5mm Superpave	TON	63.0
R	Asphalt Plant Run	TON	56.0
S1	Surcharge for PG Binder - 70 minus 22	TON	4.5
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	9.2
T1	Off-Season Plant Opening - First Day	DAY	4000.0
T2	Off-Season Plant Opening - Each Additional Day	DAY	1000.0

ATT A - Pick Up 2022 6622C011

# 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.

## 

STATE OF WEST VIRGINIA
Rachel Metheny
1093 Snake Hill Road
Morgantown, WV 26508
My Commission Expires Sept. 9, 2025

Engineering the control of the contr

Purchasing Affidavit (Revised 01/19/2018)

# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: GREER INDUSTRIES, INC. Address:	PO BOX 1900
	MORGANTOWN, WV 26507
Name of Authorized Agent: MARC A. MAGRO Address:	
	otion: ASP MAT PICK UP BY AGENCY
Governmental agency awarding contract: STATE OF WEST VIRGINIA	
☐ Check here if this is a Supplemental Disclosure	
List the Names of Interested Parties to the contract which are known or reason entity for each category below (attach additional pages if necessary):	ably anticipated by the contracting business
<ol> <li>Subcontractors or other entities performing work or service under the Check here if none, otherwise list entity/individual names below.</li> </ol>	ne Contract
<ol> <li>Any person or entity who owns 25% or more of contracting entity (no</li> <li>□ Check here if none, otherwise list entity/individual names below.</li> </ol>	ot applicable to publicly traded entities)
JOHN R. RAESE & DAVID A. RAESE	
3. Any person or entity that facilitated, or negotiated the terms of, t services related to the negotiation or drafting of the applicable contr	the applicable contract (excluding legal ract)
☐ Check here if none, otherwise list entity/individual names below.	
MARC A. MAGRO	
Signature: Marc A. Mayor Date Signature	ed: 11/29/2021
Notary Verification	
State of WEST VIRGINIA, County of MONON	NGALIA :
MARC A. MAGRO	authorized agent of the contracting business
entity listed above, being duly sworn, acknowledge that the Disclosure here penalty of perjury.	in is being made under oath and under the
Taken, sworn to and subscribed before me this day of	Dovember, 2001
- Jaile Mi	210
Wither the transfer of the control	OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA Rachel Metheny
To be completed by State Agency:  Date Received by State Agency:	NOTATE PUBLIC
Date submitted to Ethics Commission:	= 4.\\D\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Governmental agency submitting Disclosure:	1093 Snake Hill Road Morganyowy 25508 8, 2018



# WEST VIRGINIA CONTRACTOR LICENSING BOARD

# **CONTRACTOR LICENSE**

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV003348

Classification:

ASPHALT SPECIALTY

> GREER INDUSTRIES INC DBA GREER INDUSTRIES INC PO BOX 1900 MORGANTOWN, WV 26507

**Date Issued** 

**Expiration Date** 

SEPTEMBER 05, 2021

SEPTEMBER 05, 2022

Authorized Company Signature

Chair, West Virginia Contractor

Licensing Board

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/18/2021

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:			
Marsh USA Inc. Six PPG Place, Suite 300	PHONE (A/C, No. Ext):	FAX (A/C, No):		
Pittsburgh, PA 15222	E-MAIL ADDRESS:			
Attn: Joshua Zunic 412-552-5066	INSURER(S) AFFO	ORDING COVERAGE NAIC#		
CN101576982Crime-21-22	INSURER A : Charter Oak Fire Insurance	e Company 25615		
NSURED	INSURER B : Travelers Property Casuall	ty Company of America 25674		
Greer Industries, Inc. P.O. Box 1900	INSURER C : BrickStreet Mutual Insuran	ce Co. 12372		
Morgantown, WV 26507-1900	INSURER D : N/A	N/A		
	INSURER E : N/A	N/A		
	INSURER F : N/A	N/A		

COVERAGES

CERTIFICATE NUMBER:

CLE-006664802-01

REVISION NUMBER: 2

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.

INSURANCE	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
INDU TIED	01/01/2021	01/01/2022	EACH OCCURRENCE	s	2,000,000		
					DAMAGE TO RENTED PREMISES (Ea occurrence)	S	300,00
X Prop Damage/Occur Ded: \$10,000					MED EXP (Any one person)	\$	10,00
					PERSONAL & ADV INJURY	\$	1,000,00
I IMIT APPLIES PER-					GENERAL AGGREGATE	s	4,000,00
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- X LOC					PRODUCTS - COMP/OP AGG	\$	2,000,00
ILO1						S	
ITY					COMBINED SINGLE LIMIT (Ea accident)	S	
					BODILY INJURY (Per person)	\$	
SCHEDULED					BODILY INJURY (Per accident)	S	
AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	S	
AUTOS ONLY					(i or sociolity)	\$	
B OCCUR					EACH OCCURRENCE	s	
CLAIMS-MAD	e				AGGREGATE	\$	
TENTIONS						\$	
B WORKERS COMPENSATION		UB-8J966031	01/01/2021	01/01/2022	X PER OTH-		
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		(CT, IL, IN, MD, MI, NC, PA)			E.L. EACH ACCIDENT	\$	1,000,00
		WCB1011617 (WV)	01/01/2021	01/01/2022	E.L. DISEASE - EA EMPLOYEE	5	1,000,00
					E.L. DISEASE - POLICY LIMIT	5	1,000,00
	JOED!	JUEST	WCB1011617 (WV)	WCB1011617 (WV)	WCB1011617 (WV) 01/01/2021 01/01/2022	WCB1011617 (WV)  U1/U1/2021  U1/U1/2021  EL. DISEASE - EA EMPLOYEE  EL DISEASE - POLICY LIMIT	WCB1011617 (WV)  WCB1011617 (WV)  U1/01/2021  U1/01/2022  ELL DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of West Virginia is/are included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER	CANCELLATION
State of WV 1900 Kanawha Blvd. E., Bldg. 5 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 of Marsh USA Inc.

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