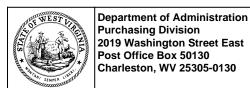


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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:

1251517

**Solicitation Description:** 

ADDENDUM NO\_1 Stone & Aggregate Pick Up by Agency

Proc Type:

Central Master Agreement

Solicitation Closes	Solicitation Response	Version		
2023-07-27 13:30	SR 0803 ESR07252300000000252	1		

**VENDOR** 

000000176284

**GREER INDUSTRIES INC** 

Solicitation Number: CRFQ 0803 DOT2400000002

Total Bid: 0 Response Date: 2023-07-25 Response Time: 09:37:38

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:
 Jul 27, 2023
 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 Stone & Aggregate -Pick up by Agency	0.00000	TON	0.000000	0.00

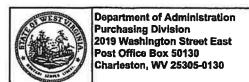
Comm Code	Manufacturer	Specification	Model #	
11111600				

## **Commodity Line Comments:**

## **Extended Description:**

PLEASE COMPLETE ATTACHED PRICING PAGE - ATTACHMENT A

Date Printed: Jul 27, 2023 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



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

**Proc Folder:** 

1251517

**Reason for Modification:** 

Doc Description: ADDENDUM NO\_1 Stone & Aggregate Pick Up by Agency

ADDENDUM NO\_1 Vendor Questions and responses

**Revised Pricing Page** 

**Proc Type:** 

Central Master Agreement

**Date Issued** Solicitation Closes Solicitation No Version

2023-07-07 2023-07-27 13:30 CRFQ 0803 DOT2400000002 2

BID RECEIVING LOCATION

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code: 000000176284

Vendor Name: Greer Industries, Inc.

Address: PO Box 1900

Street:

State: WV

City: Morgantown

Principal Contact: John L. Bossio, Executive Vice President of Sales

Vendor Contact Phone: 304-296-1751 Extension: 2013

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor

DATE 7-25-23 34-0737241 Signature X

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

Date Printed: Jul 19, 2023

Page: 1

Country: USA

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

**Zip**: 26507-1900

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2400000002

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.

(Che	ck the bo	ox next to each addendum	received	l)	
	[X]	Addendum No. 1	[	1	Addendum No. 6
	[ ]	Addendum No. 2	[	]	Addendum No. 7
	[ ]	Addendum No. 3	[	]	Addendum No. 8
	[ ]	Addendum No. 4	[	]	Addendum No. 9
	[ ]	Addendum No. 5	[	]	Addendum No. 10

Addendum Numbers Received:

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.

Greer Indust	tries, Inc.
1	Company
1895	John L. Bossio Executive Vice President of Sales
1000	Authorized Signature
	7-25-23
47	Date

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

# REQUEST FOR QUOTATION Stone & Aggregate, Pick Up by Agency

- 7.2 The following remedies shall be available to Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.

### 8. MISCELLANEOUS:

- 8.1 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.
- **8.2** 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.
- 8.3 Reports: Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 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.

John L. Bossio

Contract Manager: Executive Vice President of Sales

Telephone Number: 304-296-1751

Fax Number: 304-594-2158

Email Address: jbossio@greerindustries.com

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

# Stone Aggregate Pick Up by Agency Attachment A (ATT A) Pricing Pages

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address, Pick Up Storage Location Address, and bid pricing for the Contract Item listed below. Vendor may bid any or all Contract Items. Failure to provide Source Plant and Pick Up Storage Location information will result in the disqualification of the entire bid. This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the contract specifications. Estimated quantities are not available.

VENDOR NAME:	Greer Industries, Inc.	
*Source Plant Add	dress(es): Greer Lime Company	
Required	1088 Germany Valley Limestone Road	
	Riverton, WV 26814	
*Pick Up Storage *Required (if differe Source Plant addre		

Contract	La.		Unit of			
Item	Description	Composition**	Measure	Bid Price		
1	Class 1 Aggregate	Limestone Only	Tons	\$11.95		
2	Class 1 Aggregate	LSGS	Tons	\$11.95		
3	Class 1 Aggregate	Slag	Tons			
4	Class 2 Aggregate	Limestone Only	Tons	\$11.95		
5	Class 2 Aggregate	LSGS	Tons	\$11.95		
6	Class 2 Aggregate	Slag	Tons			
7	Class 10 Aggregate	LSGS	Tons			
8	AASHTO #1 Aggregate	Limestone Only	Tons	\$14.40		
9	AASHTO #1 Aggregate	LSGS	Tons	\$14.40		
10	AASHTO #3 Aggregate	Limestone Only	Tons			
11	AASHTO #3 Aggregate	LSGS	Tons			
12	AASHTO #4 Aggregate	LSGS	Tons			
13	AASHTO #467 Aggregate	LSGS	Tons			
14	AASHTO #57 Aggregate	Limestone Only	Tons			
15	AASHTO #57 Aggregate	LSGS	Tons			
16	AASHTO #67 Aggregate	Limestone Only	Tons	\$14.40		
- 17	AASHTO #67 Aggregate	LSGS	Tons	\$14.40		
18	AASHTO #7 Aggregate	Limestone Only	Tons			
19	AASHTO #7 Aggregate	LSGS	Tons			
20	AASHTO #8 Aggregate	Limestone Only	Tons	2		
21	AASHTO #8 Aggregate	LSGS	Tons			
22	AASHTO #8 MODIFIED	Limestone Only	Tons			
23	AASHTO #8 MODIFIED	LSGS	Tons			
24	AASHTO #9 Aggregate	Limestone Only	Tons			
25	AASHTO #9 Aggregate	LSGS	Tons			
26	AASHTO #9 MODIFIED	Limestone Only	Tons			

## Stone Aggregate Pick Up by Agency Attachment A (ATT A) Pricing Pages

VENDOR NAME:	Greer Industries, In	IC.	
*Source Plant Add	ress(es):	Greer Lime Company	
Required	1088	Germany Valley Limestone Road	
		Riverton, WV 26814	
* *			
*Pick Up Storage L	Location Address:		
*Required (if differe	nt from		
Source Plant addres	99)		

Contract			Unit of	
Item	Description	Composition**	Measure	Bid Price
27	AASHTO #9 MODIFIED	LSGS	Tons	
28	Stone for Gabions	Limestone Only	Tons	\$16.65
29	Stone for Gabions	LSGS	Tons	\$16.65
30	Fine Aggregate	LSGS	Tons	. 8
31	Limestone Standard Abrasives	Limestone Only	Tons	
32	Limestone Standard Abrasives	LSGS	Tons	
33	Sandstone Standard Abrasives	LSGS	Tons	
34	Steel Slag for SRIC	Slag	Tons	
35	Limestone MODIFIED Abrasives	Limestone Only	Tons	\$16.35
36	Limestone MODIFIED Abrasives	LSGS	Tons	\$16.35
37	Sandstone MODIFIED Abrasives	LSGS	Tons	
38	Cinders	Cinders	Tons	N
39	Pea Gravel	LSGS	Tons	
40	#11 Limestone Abrasives	LSGS	Tons	\$12.25
41	Quarry Waste	LSGS	Tons	\$12.20
42	Rip Rap	LSGS	Tons	\$18.50
43	Shot Rock	Limestone Only	Tons	\$18.50
44	Shot Rock	LSGS	Tons	
45	Imbricated Stone	LSGS	Tons	

LSGS: Limestone, Sandstone, Gravel or Sand

# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contractin	g Business Entity: Greer Industr	es, IncAddress:	MAILING: PO Box 1900, Morgantown, WV 26507-1900
			STREET: 570 Canyon Road, Morgantown, WV 26508
Name of Authorized	Agent: John L. Bossio, Executive Vice Presi	dent of Sales Address:	PO Box 1900, Morgantown, WV 26507-1900
Contract Number:	DOT2400000002	Contract Descrip	otion: Stone & Aggregate Pick-up by Agency
Governmental agen	cy awarding contract: State of V	/est Virginia	
	is is a Supplemental Disclosure		
	nterested Parties to the contract value category below (attach additional		reasonably anticipated by the contracting
1. Subcontractors	or other entities performing work	or service under th	ne Contract
☑ Check here if r	none, otherwise list entity/individual	names below.	
☐ Check here if r  3. Any person or services related	none, otherwise list entity/individual John David	names below.  R. Raese A. Raese  ated the terms of, the applicable conti	ot applicable to publicly traded entities) the applicable contract (excluding legal
Signature:	tion	Date Sign	ed: <u>7-25-23</u>
State of	West Virginia	, County of	Monongalia :
above, being duly soperjury.	worn, acknowledge that the Disclos	th day of	of the contracting business entity listed made under oath and under the penalty of  July , 2023 .  OFFICIAL SEAL MOTARY BURLET.
Date submitted to Et	ate Agency:  ate Agency:  nics Commission:  y submitting Disclosure:		STATE OF WEST VIRGINIA.  Debra Christopher PO Box 1900 Morgantown, WV 26507-1900

### 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: Greer Industries, Inc.	
Authorized Signature:	<sub>Date:</sub> <u>7-25-23</u>
State of West Virginia	
County of Monongalia to-wit:	
Taken, subscribed, and sworn to before me this $\underline{25}$ d	ay of, 20 <u>23</u> .
My Commission expires March 2	, 20 <u>25</u> .
AFFIX SEAL HERE  OFFICIAL SEAL  NOTARY PUBLIC  STATE OF WEST VIRGINI  Debra Christopher	NOTARY PUBLIC

PO Box 1900 Morgantown, WV 26507-1900 My Commission Expires March 2, 2025

enonumuumuumuumuumuumuumuumuumu

# **CONTRACTOR LICENSE**

West Virginia Contractor
Licensing Board

NUMBER:

HEST VIRGINIA

PCTOR LICENSING

WV003348

### CLASSIFICATION:

ASPHALT SPECIALTY

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

**DATE ISSUED** 

**EXPIRATION DATE** 

SEPTEMBER 05, 2022

SEPTEMBER 05, 2023

Authorized 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-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2022

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 this certificate does not confer rights	to the	cert	ificate holder in lieu of si	uch end	dorsement(s	i).	equite air chaorochion	. ,	
PRODUCER				CONTAC NAME:					
Marsh USA Inc. Six PPG Place, Suite 400				PHONE (A/C, No, Ext): (A/C, No):					
Pittsburgh, PA 15222				E-MAIL ADDRESS:					
				INSURER(S) AFFORDING COVERAGE					NAIC#
CN101576982-Crime-23-24				INSURER A : Charter Oak Fire Insurance Company					25615
INSURED				INSURE	RB: N/A				N/A
Greer Industries, Inc. P.O. Box 1900				-		oint Insurance Co	TIDANY		15137
Morgantown, WV 26507-1900					RD: N/A				N/A
				INSURE					
				INSURE					
COVERAGES CER	TIFIC	CATE	NUMBER:		-006664802-08		REVISION NUMBER: 5		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLI	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPECT TO THEREIN IS SUBJECT TO	CT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A X COMMERCIAL GENERAL LIABILITY			Y630201D0622COF23		01/01/2023	01/01/2024	EACH OCCURRENCE	\$	2,000,000
CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
X Prop Damage/Occur Ded: \$10,000							MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	4,000,000
POLICY PRO- X LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
OTHER:							CONSIDER ONG ELIMIT	\$	
A AUTOMOBILE LIABILITY			8102L3043522314G		01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
X ANY AUTO							BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY		1	OWNED COMP/COLL DED: \$10				PROPERTY DAMAGE (Per accident)	\$	
			'HIRED COMP/COLL DED: \$1000	0'				\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE		1					AGGREGATE	\$	
DED RETENTION \$			, N		07/07/0000	04.104.100.01	Loro L Cons	\$	
C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP7006423		01/01/2023	01/01/2024	X PER STATUTE ER		1 222 222
ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH)	1,,,,						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC State of West Virginia is/are included as additional insure						re space is requir	ad)		
CERTIFICATE HOLDER				CANC	ELLATION				
State of West Virginia 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.				LED BEFORE ELIVERED IN		
				AUTHO	RIZED REPRESE			, ,	
Ŷ							Marsh USA	1 1/0	rc.