



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 2

[List View](#)

## General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 415439

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID:  

SO Doc ID: DOT1800000061

Legal Name: TOM BROWN INC


Published Date: 2/7/18

Alias/DBA:



Close Date: 2/22/18

Total Bid: \$0.00

Close Time: 13:30

Response Date:  

Status: Closed

Response Time: Solicitation Description:   

Total of Header Attachments: 2

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 415439  
**Solicitation Description :** RAPID REPAIR MORTAR & CONCRETE PRODUCTS  
**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-02-22 13:30:00	SR 0803 ESR02201800000003634	1

<b>VENDOR</b>
000000159743 TOM BROWN INC

**Solicitation Number:** CRFQ 0803 DOT1800000061

**Total Bid :** \$0.00      **Response Date:** 2018-02-20      **Response Time:** 14:32:01

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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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	Vendor shall use Exhibit_A Pricing Page(s) for bid pricing	0.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
30111500			

**Extended Description :** RAPID REPAIR MORTAR AND CONCRETE PRODUCTS PER THE ATTACHED PRICING PAGE:  
Note: Vendor shall use Exhibit\_A Pricing Page(s) for bid pricing.  
If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.  
Vendor shall enter pricing into the Exhibit\_A Pricing Page and must attach with bid.

**Comments:** see attached

Exhibit A - Pricing Page

CRFQ 0803 DOT180000061

(DOT6618C037)

Vendor shall submit pricing for material and delivery/shipping to any job site, statewide.  
 Evaluation for award shall be the low-bid per the **unit cost of the bucket and bags costs**.  
 Vendor shall provide the Manufacturer Name, Part/Model/Product information for each item bid.  
 Vendor should submit per pallet pricing as Districts will have the option to place orders per Unit or per Pallet costs.  
 Vendor may bid any or all Contract Items.

Contract Item	Section	Item Description	Manufacturer Name	Manufacturer Part/Model/Product	Unit	Estimated Quantity	Unit Cost	Extended Cost	Pallet Cost	# of Units per Pallet
1	3.2.1.1	Pavemend SLQ Very Rapid Repair Mortar or equal Buckets must be 5-gallon buckets.			Bucket	72	\$ 67.50	\$ 4,860.00		
2	3.2.1.1	Pavemend SLQ Very Rapid Repair Mortar or equal Maximum number of buckets per pallet shall be 36.			Pallet				\$ 2,430.00	# Buckets Per Pallet 36
3	3.2.1.2	Pavemend 15.0 Rapid Repair Mortar or equal Buckets must be 5-gallon buckets.			Bucket	72	\$ 67.50	\$ 4,860.00		
4	3.2.1.2	Pavemend 15.0 Rapid Repair Mortar or equal Maximum number of buckets per pallet shall be 36.			Pallet				\$ 2,430.00	# Buckets Per Pallet 36
5	3.2.1.3	Pavemend VR Rapid Repair Mortar or equal Buckets must be 2-gallon buckets.			Bucket	160	\$ 35.00	\$ 5,600.00		
6	3.2.1.3	Pavemend VR Rapid Repair Mortar or equal Maximum number of buckets per pallet shall be 80.			Pallet				\$ 2,800.00	# Buckets Per Pallet 80
7	3.2.1.4	Pavemend SL Rapid Repair Concrete or equal Buckets must be 5-gallon buckets.			Bucket	72	\$ 42.50	\$ 3,060.00		
8	3.2.1.4	Pavemend SL Rapid Repair Concrete or equal Maximum number of buckets per pallet shall be 36.			Pallet				\$ 1,530.00	# Buckets Per Pallet 36
9	3.2.1.4	Pavemend SL Rapid Repair Concrete or equal Bags must be 51.8-pound bags.			Bag	84	\$ 35.50	\$ 2,982.00		
10	3.2.1.4	Pavemend SL Rapid Repair Concrete or equal Maximum number of bags per pallet shall be 42.			Pallet				\$ 1,530.00	# Bags Per Pallet 42
11	3.2.1.5	D.O.T. Line Rapid Repair Concrete or equal Bags must be 53.5-pound bags.			Bag	84	\$ 35.50	\$ 2,982.00		
12	3.2.1.5	D.O.T. Line Rapid Repair Concrete or equal Maximum number of bags per pallet shall be 42.			Pallet				\$ 1,530.00	# Bags Per Pallet 42

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: Tom Brown, Inc./dba Garvin Brown Construction Products

Authorized Signature: *[Signature]* Date: 1-24-18

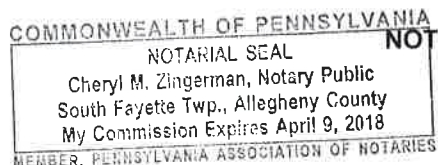
State of Pennsylvania

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 24 day of January, 2018.

My Commission expires April 9, 2018.

**AFFIX SEAL HERE**



**NOTARY PUBLIC** *[Signature]*

*Purchasing Affidavit (Revised 01/19/2018)*