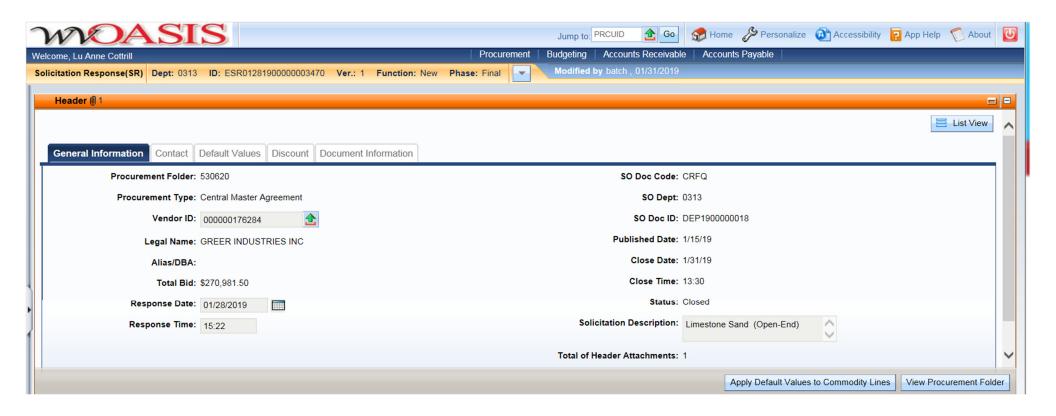


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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: 530620

Solicitation Description: Limestone Sand (Open-End)

Proc Type: Central Master Agreement

| Date issued | Solicitation Closes | Solicitation Response | Version |
|-------------|------------------------|------------------------------|---------|
| | 2019-01-31 13:30:00 | SR 0313 ESR01281900000003470 | 1 |

VENDOR

000000176284

GREER INDUSTRIES INC

Solicitation Number: CRFQ 0313 DEP1900000018

Total Bid: \$270,981.50 **Response Date:** 2019-01-28 **Response Time:** 15:22:04

Comments:

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157 brittany.e.ingraham@wv.gov

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|-----------------------|---------------------------------------|---------------|------------|-------------|-------------------------------|
| 1 | 1.0 Barbour County - Limestone Sand | 25.00000 | TON | \$41.600000 | \$1,040.00 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | | | | |
| Extended Des | 1.0 Barbour County - Limes | stone Sand | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 2 | 2.0 Braxton County - Limestone Sand | 25.00000 | TON | \$66.100000 | \$1,652.50 |
| | | | | | |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | | | | |
| Lina | Community David | 24 | Unit ! | Unit Daire | La Tatal Or Cantract Assessed |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 3 | 3.0 Brooke County - Limestone Sand | 25.00000 | TON | \$80.450000 | \$2,011.25 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | | | | |
| Extended Des | cription : 3.0 Brooke County - Limes | tone Sand | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 4 | 4.0 Clay County - Limestone Sand | 25.00000 | TON | \$72.050000 | \$1,801.25 |
| Comm Code 11111608 | Manufacturer | Specification | | Model # | |
| 11111000 | | | | | |
| Extended Des | cription : 4.0 Clay County - Limeston | e Sand | | | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|---------------------------|--|---------------|------------|-------------|-----------------------------|
| 5 | 5.0 Fayette County - Limestone Sand | 200.00000 | TON | \$69.950000 | \$13,990.00 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | | | | |
| Extended Des | 5.0 Fayette County - Limes | tone Sand | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 6 | 6.0 Gilmer County - Limestone Sand | 25.00000 | TON | \$59.800000 | \$1,495.00 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | <u> </u> | | | |
| Extended Des | 6.0 Gilmer County - Limes | ione Sand | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 7 | 7.0 Grant County - Limestone Sand | 300.00000 | TON | \$34.800000 | \$10,440.00 |
| Comm Code 11111608 | Manufacturer | Specification | | Model # | |
| Extended Des | scription: 7.0 Grant County - Limesto | one Sand | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 8 | 8.0 Hancock County - Limestone Sand | 25.00000 | TON | \$85.350000 | \$2,133.75 |
| Comm Code 11111608 | Manufacturer | Specification | | Model # | |
| Extended Des | Scription: 8.0 Hancock County - Lime | estone Sand | | | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|--------------|---|---------------------|------------|---------------------------|---|
| 9 | 9.0 Harrison County - Limestone Sand | 25.00000 | TON | \$48.950000 | \$1,223.75 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | • | | | |
| Extended Des | 9.0 Harrison County - Lime | estone Sand | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 10 | 10.0 Kanawha County - Limestone Sand | 200.00000 | TON | \$76.250000 | \$15,250.00 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | | | | |
| Line | Community Deci- | Oh | He't I- | Hait Police | La Tatal On Contract Ass |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 11 | 11.0 Lewis County - Limestone Sand | 25.00000 | TON | \$48.810000 | \$1,220.25 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | | | | |
| Extended Des | cription: 11.0 Lewis County - Limes | tone Sand | | | |
| | | | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| Line 12 | Comm Ln Desc 12.0 Marion County - Limestone Sand | Qty 25.00000 | Unit Issue | Unit Price \$56.650000 | Ln Total Or Contract Amount \$1,416.25 |
| | 12.0 Marion County - Limestone | | | | |
| 12 | 12.0 Marion County - Limestone Sand | 25.00000 | | \$56.650000 | |

| 14 14.0 Mason County - Limestone 25.00000 TON \$97.600000 \$2,440.00 Comm Code Manufacturer Specification Model # 11111608 Extended Description: 14.0 Mason County - Limestone Sand Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amore | Comm Code Manufacturer Specification Model # |
|---|--|
| Extended Description: 13.0 Marshall County - Limestone Sand Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amort 14.0 Mason County - Limestone 25.00000 TON \$97.600000 \$2,440.00 Comm Code Manufacturer Specification Model # 11111608 Extended Description: 14.0 Mason County - Limestone Sand | Extended Description : |
| Extended Description: 13.0 Marshall County - Limestone Sand Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amort 14 14.0 Mason County - Limestone 25.00000 TON \$97.600000 \$2,440.00 Comm Code Manufacturer Specification Model # 11111608 Extended Description: 14.0 Mason County - Limestone Sand | Extended Description : |
| Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amort 14.0 Mason County - Limestone 25.00000 TON \$97.600000 \$2,440.00 Sand Comm Code Manufacturer Specification Model # 11111608 Extended Description: 14.0 Mason County - Limestone Sand | Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amount 14 14.0 Mason County - Limestone Sand 25.00000 TON \$97.600000 \$2,440.00 Comm Code Manufacturer Specification Model # Extended Description: 14.0 Mason County - Limestone Sand Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amount 15 15.0 Mineral County - Limestone Sand 300.00000 TON \$44.750000 \$13,425.00 Comm Code Manufacturer Specification Model # 111111608 |
| 14 14.0 Mason County - Limestone 25.00000 TON \$97.600000 \$2,440.00 Comm Code Manufacturer Specification Model # 111111608 Extended Description: 14.0 Mason County - Limestone Sand Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amore | 14 |
| Comm Code Manufacturer Specification Model # 11111608 Extended Description: 14.0 Mason County - Limestone Sand Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Among | Comm Code Manufacturer Specification Model # 11111608 |
| Extended Description : 14.0 Mason County - Limestone Sand Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amon | 11111608 |
| Extended Description : 14.0 Mason County - Limestone Sand Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amon | Extended Description: 14.0 Mason County - Limestone Sand |
| Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amor | Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amount 15 15.0 Mineral County - Limestone Sand 300.00000 TON \$44.750000 \$13,425.00 Comm Code Manufacturer Specification Model # 11111608 |
| | 15 15.0 Mineral County - Limestone 300.00000 TON \$44.750000 \$13,425.00 Comm Code Manufacturer Specification Model # |
| Total ministral desiring | 11111608 |
| Comm Code Manufacturer Specification Model # | |
| 11111608 | Extended Description: 15.0 Mineral County - Limestone Sand |
| Extended Description : 15.0 Mineral County - Limestone Sand | |
| | |
| Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amor | Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amount |
| Line Comm Ln Desc Qty Unit Issue Unit Price Ln Total Or Contract Amort 16 16.0 Monongalia County - Limestone 25.00000 TON \$59.800000 \$1,495.00 | 16 16.0 Monongalia County - Limestone 25.00000 TON \$59.800000 \$1,495.00 |
| 16 16.0 Monongalia County - Limestone 25.00000 TON \$59.800000 \$1,495.00 | 16 16.0 Monongalia County - Limestone 25.00000 TON \$59.800000 \$1,495.00 Sand |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------------------------|---|---------------|-------------------|---------------------------|---|
| 17 | 17.0 Nicholas County - Limestone Sand | 25.00000 | TON | \$69.600000 | \$1,740.00 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | - Сресинский | | | |
| Extended Des | 17.0 Nicholas County - Lim | nestone Sand | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 18 | 18.0 Ohio County - Limestone Sand | 25.00000 | TON | \$76.950000 | \$1,923.75 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | | | | |
| | | | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 19 | 19.0 Pendleton County - Limestone | 25.00000 | TON | \$37.400000 | \$935.00 |
| | Sand | | | | |
| Comm Code | Sand | Specification | | Model # | |
| Comm Code 11111608 | Sand Manufacturer | Specification | | Model # | |
| 11111608 | Sand | - | | Model # | |
| 11111608 | Manufacturer | - | Unit Issue | Model # Unit Price | Ln Total Or Contract Amount |
| 11111608 Extended Des | Manufacturer cription : 19.0 Pendleton County - Li | mestone Sand | Unit Issue TON | | Ln Total Or Contract Amount \$1,118.75 |
| 11111608 Extended Des | Manufacturer 19.0 Pendleton County - Li Comm Ln Desc 20.0 Pocahontas County - Limestone | mestone Sand | | Unit Price | |
| Line | Manufacturer I 19.0 Pendleton County - Li Comm Ln Desc 20.0 Pocahontas County - Limestone Sand | Qty 25.00000 | | Unit Price \$44.750000 | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|---------------------------------|--|---|-------------------|--|--|
| 21 | 21.0 Preston County - Limestone Sand | 500.00000 | TON | \$55.950000 | \$27,975.00 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | · | | | |
| Extended Des | scription: 21.0 Preston County - Lin | nestone Sand | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 22 | 22.0 Raleigh County - Limestone Sand | 200.00000 | TON | \$87.450000 | \$17,490.00 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | | | | |
| | | | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| Line 23 | Comm Ln Desc 23.0 Randolph County - Limestone Sand | Qty 2000.00000 | Unit Issue TON | Unit Price \$41.250000 | Ln Total Or Contract Amount \$82,500.00 |
| 23 | 23.0 Randolph County - Limestone | | | | |
| | 23.0 Randolph County - Limestone Sand | 2000.00000 | | \$41.250000 | |
| 23 Comm Code | 23.0 Randolph County - Limestone Sand Manufacturer | 2000.00000 Specification | | \$41.250000 | |
| 23 Comm Code 11111608 | 23.0 Randolph County - Limestone Sand Manufacturer | 2000.00000 Specification | | \$41.250000 | |
| Comm Code 11111608 Extended Des | 23.0 Randolph County - Limestone Sand Manufacturer scription : 23.0 Randolph County - L | Specification Specification | TON | \$41.250000 Model # | \$82,500.00 |
| Comm Code 11111608 Extended Des | 23.0 Randolph County - Limestone Sand Manufacturer scription: 23.0 Randolph County - L Comm Ln Desc 24.0 Taylor County - Limestone | Specification Specification imestone Sand | TON Unit Issue | \$41.250000 Model # | \$82,500.00 Ln Total Or Contract Amount |
| Comm Code 11111608 Extended Des | 23.0 Randolph County - Limestone Sand Manufacturer scription : 23.0 Randolph County - L Comm Ln Desc 24.0 Taylor County - Limestone Sand | Specification Specification Limestone Sand Qty 25.00000 | TON Unit Issue | \$41.250000 Model # Unit Price \$47.900000 | \$82,500.00 Ln Total Or Contract Amount |

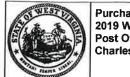
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|--------------|-------------------------------------|---------------|------------|-------------|-----------------------------|
| 25 | 25.0 Tucker County - Limestone Sand | 300.00000 | TON | \$39.500000 | \$11,850.00 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | | | | |
| Extended Des | scription: 25.0 Tucker County - Lim | estone Sand | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 26 | 26.0 Upshur County - Limestone Sand | 1000.00000 | TON | \$50.000000 | \$50,000.00 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 11111608 | | | | | |
| Extended De | scription: 26.0 Upshur County - Lin | nestone Sand | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| | | | | | |

| Lille | Collin Lii Desc | Qty | Ullit ISSUE | OIIII FIICE | LII Total Of Contract Amount |
|-------|--------------------------------------|----------|-------------|-------------|------------------------------|
| 27 | 27.0 Webster County - Limestone Sand | 25.00000 | TON | \$56.650000 | \$1,416.25 |
| | | | | | |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 11111608 | | | | |
| | | | | |

Extended Description:

27.0 Webster County - Limestone Sand



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

State of West Virginia Request for Quotation 27 — Miscellaneous

Proc Folder: 530620

Doc Description: Limestone Sand (Open-End)

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2019-01-15
 2019-01-31 13:30:00
 CRFQ
 0313
 DEP1900000018
 2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

W

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Greer Industries, Inc. PO Box 1900

Morgantown, WV 26507-1900

Phone: 304-296-1751

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157

brittany.e.ingraham@wv.gov

Signature X

John L. Bossio

Vice President of Sales FEIN #

N# 34-0737241

DATE January 28, 2019

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

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. 1. SALGE John L. Bossio, Vice President of Sales (Printed Name and Title) PO Box 1900, Morgantown, WV 26507-1900 (Address) 304-296-1751 / 304-594-2158 (Phone Number) / (Fax Number) jbossio@greerlime.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. Greer Industries, Inc. (Company) (Authorized Signature) (Representative Name, Title) John L. Bossio, Vice President of Sales (Printed Name and Title of Authorized Representative) January 28, 2019 (Date) 304-296-1751 / 304-594-2158

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION Limestone Sand – Coalfield Counties of WV

SPECIFICATIONS

- PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP/AML) to establish an open-end contract for Limestone Sand for the WVDEP/AML on various projects in Coalfield Counties of West Virginia. The award of this Contract may be split if it is in the best interest of the WVDEP/AML.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "F.O.B." or "Free on Board Destination" means that WVDEP AML takes delivery of the contract item once delivered from the Vendor to the location designated by WVDEP AML.
 - 2.5 "Mesh Screen" means a barrier made of connected strands of metal, fiber or other flexible/ductile materials used in and for filtration by particle size.

3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 The Vendor shall supply all transportation, labor and supervision necessary to provide the Limestone Sand to the Coalfield Counties of West Virginia as directed by a representative of the West Virginia Department of Environmental Protection.

Area Counties to be Covered:

REQUEST FOR QUOTATION Limestone Sand – Coalfield Counties of WV

- 8.1.4 Failure to remedy deficient performance upon request.
- 8.2 The following remedies shall be available to Agency upon default.
 - **8.2.1** Immediate cancellation of the Contract.
 - **8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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: | John L. Bossio, Vice President of Sales | |
|-------------------|---|--|
| Telephone Number: | 304-296-1751 | |
| Fax Number: 304- | 594-2158 | |
| Email Address:jbo | ossio@greerlime.com | |

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 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 into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the

"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:

| The state of the s |
|--|
| Vendor's Name: Greer Industries, Inc. |
| Authorized Signature: John L. Bossio Vice President of Sales Date: January 28, 2019 |
| State ofWest Virginia |
| County of Monongalia to-wit: |
| Taken, subscribed, and sworn to before me this 28th day of, January, 2019 |
| My Commission expires March 2 , 20 20 . |
| AFFIX SEAL HERE OFFICIAL SEAL STATE OF WEST VIRGINI NO EARY PUBLIC Debra Christopher Greer Industries, Inc. PO Box 1900 Morgantown, WV 26507-1900 My Commission Expires March 2, 2020 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/03/2019

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(les) 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).

| CONTACY NAME: PHONE (AC, No, Ext): E-MAIL ADDRESS: | FAX (A/C, No): | | |
|---|-------------------|--|--|
| | | | |
| INSURER(S) AFFORDING COVERAGE | | | |
| INSURER A : Charler Oak Fire Insurance Company | | | |
| INSURER B: Travelers Property Casualty Company of America | | | |
| INSURER C : BrickStreet Mutual Insurance Co. | | | |
| INSURER D : American Guarantee & Liability Ins Co | | | |
| INSURER E : Great American Assurance Company INSURER F : | | | |
| | | | |

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.

| NSR LTR | _ | TYPE OF INSURANCE | ADDL SUBR INSD WVD | | POLICY EFF | POLICY EXP (MM/DD/YYYY) | LIMIT | 'S | |
|------------|---|---|-----------------------|--|---|----------------------------|---|----|------------|
| A | X | CLAIMS-MADE X OCCUR | | 630-201D0622 | 01/01/2019 | 01/01/2020 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | s | 1,000,00 |
| | X | Prop Damage/Occur Ded: \$10,000 | | | | | MED EXP (Any one person) | \$ | 10,000 |
| | _ | | | | | | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| | GEN | VL AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| | - | POLICY PEC X LOC | | | | | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 |
| · A | | OTHER: | | | | | | \$ | |
| A | - | OMOBILE LIABILITY | | OWNED COMP/COLL DED: \$1000 HIRED COMP/COLL DED: \$1000 | 01/01/2019 | 01/01/2020 | COMBINED SINGLE LIMIT (Es accidem) | \$ | 1,000,000 |
| | Х | ANY AUTO OWNED SCHEDULED | | | | | BODILY INJURY (Per person) | \$ | |
| | | AUTOS ONLY AUTOS | | | | | BODILY INJURY (Per accident) | \$ | |
| | - | AUTOS ONLY AUTOS ONLY | 1 1 | | | | PROPERTY DAMAGE (Per accident) | 5 | |
| D | v | UMBRELLA LIAB X OCCUR | | | | | | \$ | |
| - | - | EVOERELIAN | 1 1 1 | AUC 5963610-11 | 01/01/2019 | 01/01/2020 | EACH OCCURRENCE | \$ | 1,000,000 |
| | | CEAIMS-MADE | | | | | AGGREGATE | \$ | 1,000,000 |
| В | WOR | DED RETENTIONS | - | | | | | 8 | |
| - | AND | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Mandatory in NH) If yes, describe under JESCRIPTION OF OPERATIONS below | | UB-8J966031 (CT, IL, IN, MD, MI, NC, PA) WCB1011617 (WV) | 100000000000000000000000000000000000000 | 01/01/2020 | X PER OTH- | | |
| | OFFIC | | N/A | | | | E.L. EACH ACCIDENT | \$ | 1,000,000 |
| | (Man | | 1 1 | | | | E.L. DISEASE - EA EMPLOYEE | \$ | 1,000,000 |
| | DÉSCRIPTION OF OPERATIONS below Excess Liability | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 |
| - - | EACHS | ss claumty | | EXC2276129 | 01/01/2019 | 01/01/2020 | Each Occurrence | | 25,000,000 |
| | | | | | | İ | Aggregate | | 25,000,000 |

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

| CERTIFICATE HOLDER | CANCELLATION | | | | |
|---|--|--|--|--|--|
| Greer Industries Inc dba Greer Lime Company 598 Canyon Road PO Box 1900 Morgantown, WV 26507-1900 | 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. | | | | |
| 1 | Manashi Mukherjee Manashi Mukherjee | | | | |
| | Ø 4000 2044 ACCED CORRECTION | | | | |