



West Virginia Purchasing Division

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.

Header

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 81324

Procurement Type: Central Master Agreement

Vendor ID: 000000176286

Legal Name: GREER LIME COMPANY

Alias/DBA:

Total Bid: \$0.00

Response Date: 04/08/2015

Response Time: 12:02

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1500000071

Published Date: 4/7/15

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Status: Closed

Solicitation Description: ADDENDUM #3 AGGREGATE,
CINDERS - DEL. BY VNDR NON-

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State Of West Virginia
 Solicitation Response**

Proc Folder : 81324

Solicitation Description : ADDENDUM #3 AGGREGATE, CINDERS - DEL. BY VNDR NON-EST

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-04-09 13:30:00	SR 0803 ESR04011500000002928	1

VENDOR

000000176286
 GREER LIME COMPANY

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

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	STONE, AGGREGATE, CINDERS - MAT.& DEL. BY VNDR NON-EST	0.00000	TON	\$0.00	

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description : STONE, AGGREGATE, CINDERS - MAT.& DEL. BY VNDR NON-EST LOC.



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

State of West Virginia
 Request for Quotation

Proc Folder: 81324

Doc Description: STONE, AGGREGATE, CINDERS - MAT.& DEL. BY VNDR NON-EST LOC.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-10	2015-04-01 13:30:00	CRFQ 0803 DOT1500000071	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Greer Lime Company
 PO Box 1900
 Morgantown, WV 26507-1900
 304-296-1751

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X

FEIN # 34-0737241

DATE April 1, 2015

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

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE, AGGREGATE, CINDERS - MAT.& DEL. BY VNDR NON-EST	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :
STONE, AGGREGATE, CINDERS - MAT.& DEL. BY VNDR NON-EST LOC.

DOT1500000071	Document Phase Final	Document Description STONE, AGGREGATE, CINDERS - MA T.& DEL. BY VNDR NON-EST LOC.	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INFORMATION ATTACHMENT

Vendor's Storage Sites

2015 Spring and Summer - Materials and Delivery by Vendor to Non-Established WVDOH Sites

VENDOR NAME __ Greer Lime Company

Mandatory - Vendor shall complete this form and return with bid submission.

A Vendor may submit more than one Vendor's Storage Sites information on one Information Attachment form ONLY if bid pricing is the SAME for all Storage Sites and all WVDOH locations bid. A separate bid submission and Information Attachment form MUST be submitted when bid price varies between Vendor's Storage Sites.

Limestone, Sandstone, Gravel, Sand, Blast Furnance Slag and Steel Slag

a) SOURCE OF MATERIAL (<u>all</u> sources for which bid prices apply (e.g., Quarry location if Sandstone or Limestone; dredging or pit location if Gravel; production plant name and location if Slag)	
Greer Lime Company	
1088 Germany Valley Limestone Road	
Riverton, WV 26814	
b) EXACT LOCATION OF VENDOR'S STORAGE SITE(S): A separate bid schedule <u>must</u> be submitted when bid price varies between Vendors' storage sites.	
Greer Lime Company	
1088 Germany Valley Limestone Road	
Riverton, WV 26814	

Cinders	
c) SOURCE OF MATERIAL: Name and Location of plant which produces Cinder material.	
d) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule <u>must</u> be submitted when bid price varies between Vendors' storage sites.	

REVISED 03/23/2015

Material and delivery by the Vendor to Non-Established WVDOH locations, ONLY.

		Bid Price per Ton Items A-W and AA F.O.B. Vendor's Storage Site		
Contract Item	Description of Material	Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag
A	Class 1 Aggregate	9.00		
B	Class 2 Aggregate	9.00		
C	Class 10 Aggregate	--		
D	AASHTO #1 Aggregate	10.50		
E	AASHTO #3 Aggregate	--		
F	AASHTO #4 Aggregate	10.50		
G	AASHTO #467 Aggregate	--		
H	AASHTO #57 Aggregate	--		
I	AASHTO #67 Aggregate	10.50		
J	AASHTO #7 Aggregate	--		
K	AASHTO #8 Aggregate	--		
L	AASHTO #9 Aggregate	--		
M	Stone for Gabions	12.00		
N	Fine Aggregate	8.00		
OA	Limestone Standard Abrasives	--		
OB	Sandstone Standard Abrasives	--		
PA	Limestone Modified Abrasives	13.00		
PB	Sandstone Modified Abrasives	--		
Q	Rip Rap	12.00		
R	Shot Rock	12.00		
S	AASHTO #8 Modified	13.00		
T	AASHTO #9 Modified	--		
U	Pea Gravel	--		
V	#11 Limestone Abrasives	--		
W	Quarry Waste	6.00		
AA	Cinders	--		
Items A-W and AA (Except for Q and R):				
X1	Haul by Vendor - First Ton-Mile	2.00		
X2	Haul by Vendor - Additional Ton-Mile	0.25		
Items Q and R ONLY:				
Y1	Haul by Vendor - First Ton-Mile	--		
Y2	Haul by Vendor - Additional Ton-Mile	--		

REQUEST FOR QUOTATION
Stone, Aggregate and Cinders
Materials and Delivery by the Vendor to Non-Established WVDOH Sites

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for the Vendor's delivery of Stone, Aggregate and Cinders to NON-ESTABLISHED District locations throughout the State of West Virginia for use by the West Virginia Division of Highways. This contract shall be for the 2015 Spring and Summer season running approximately six months.

This contract shall be F.O.B. Vendor's Storage Site plus hauling and delivery by the Vendor to a WVDOH location not covered by any other contract.

- 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, Subsection 1 below.
- 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.
- 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 "WVDOH"** used throughout this Solicitation means the West Virginia Division of Highways.
- 2.5 "AASHTO"** used throughout this Solicitation means American Association of State Highway and Transportation Officials. Reference: www.transportation.org.
- 2.6 "Contractor" or "Vendor"** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Spec book edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
- 2.7 "Standard Specs"** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Spec book edition, as modified by all subsequent annual Supplemental Specifications.

REQUEST FOR QUOTATION
Stone, Aggregate and Cinders
Materials and Delivery by the Vendor to Non-Established WVDOH Sites

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed in Section 3.3 on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2 Specifications The following sections of the Standard Specs, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, 109.20 and 401.9.3. Copies attached.

A complete hard copy of the Standard Specs may be obtained from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

A complete electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/Contractadmin/specifications/2010StandSpec/Pages/default.aspx>

3.3 Materials:

<u>MATERIAL (NOTE 1)</u>	<u>SPECIFICATION SECTION</u>
Fine Aggregate	702
Coarse Aggregate	703 (Note 4)
Riprap	704.2
Stone for Gabions	704.3
Shot Rock	704.8
Abrasives (Note 2)	Note 3 and Note 5
Aggregate for Base and Sub-base	704.6 (Note 5)
No. 8 Modified and No. 9 Modified	Note 3 and Note 4
No. 11 Limestone	Note 6
Quarry Waste	Note 7

NOTE 1: Fine aggregate on the pricing page shall be considered to be fine aggregate for Portland cement concrete or mortar sand, the particular type to be specified in the Delivery Order. Coarse aggregate on the Pricing Pages is identified by an AASHTO standard size; e.g., AASHTO Size No. 1, AASHTO Size No. 467,

REQUEST FOR QUOTATION
Stone, Aggregate and Cinders
Materials and Delivery by the Vendor to Non-Established WVDOH Sites

etc. Aggregate for base and sub-base on the Pricing Pages is identified by class; e.g., Class 1, Class 2, and Class 9, etc.

NOTE 2: Abrasives shall conform to the following specifications:

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 4 (4.75 mm) sieve.
3. When gravel is used as an abrasive, the material retained on the No. 8, the sieve shall have a majority of crushed particles.

B. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27:

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>	
	Standard	Modified
1/2 inch	100	100
3/8 inch	85-100	85-100
No. 100	0-10	0-4

NOTE 3: In addition to meeting the gradation requirements of AASHTO No. 8 and No. 9 aggregate in table 703.4, Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall have a maximum of 2% passing the No. 200 sieve, when sampled at the source (the Vendor's last point of possession), prior to shipment, as determined by AASHTO T-11 and T-27. The aggregates shall be crushed with a minimum of 80% two face fracture. Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall meet all other requirements for AASHTO No. 8 and AASHTO No. 9 aggregate.

NOTE 4: With exception of the following contract items, grading on all specified sieve sized for material furnished shall be determined by AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

- Item J, AASHTO No. 7
- Item K, AASHTO No. 8
- Item L, AASHTO No. 9
- Item S, AASHTO No. 8 Modified
- Item T, AASHTO No. 9 Modified

The grading for the above items shall be determined by AASHTO T-27 and AASHTO T-11.

REQUEST FOR QUOTATION
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NOTE 5: Cinders (Power Plant Slag) shall conform to the following specifications:

A. Definition

Cinders (Power Plant Slag) consists of Wet Bottom Boiler Slag (shiny, black, glassy material) formed when molten ash from the burning of coal drops into water and shatters at the bottom of the boiler, and/or Bottom Ash formed when ash particles from the burning of pulverized coal is allowed to air cool at the bottom of the furnace.

B. Quality

Total deleterious substances, including but not limited to metal, glass, clay, shale, and thin or elongated pieces, shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the US Standard No. 4 (4.75 mm) sieve.

C. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
1/2 inch	100
3/8 inch	85-100
No. 100	0-20

NOTE 6: No. 11 Limestone for SRIC shall conform to the following specifications:

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 1% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 8 (2.36 mm) sieve.

B. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27:

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
3/8 inch	100
No. 4	40-90
No. 8	10-40
No. 100	0-5

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Materials and Delivery by the Vendor to Non-Established WVDOH Sites

NOTE 7: Quarry Waste shall meet the WVDOH specifications 716.1.1 – Random Material.

3.4 Sampling and Testing:

Sampling and testing for quality of all items furnished in this contract will be the responsibility of the WVDOH. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the WVDOH’s “commercial source” approval) will be at least one sample every six days of shipment (or if tested during production, at least one sample every six days of production).

Other minimum frequencies shall be in accordance with the following:

<u>Property</u>	<u>Frequency</u>
Gradation - Delivered Material	One sample per each day of shipment or if tested during production, one sample per each day of production. See Note 1 below.
Gradation - WVDOH Pick-up	(A-1 Source) One sample per each week of shipment per MP 700.00.52; or if tested during production, one sample per each day of production. See Note 1 below. (A-2 Source) One sample per 250 tons shipped and a minimum of one per week shipment.
Moisture Content	See Note 2 below.

All samples taken by the Vendor shall be by a Certified Aggregate Sampler or Certified Aggregate Inspector. Tests shall be performed by a Certified Aggregate Inspector.

NOTE 1: The Vendor will be responsible for providing test results attesting to the gradation of materials delivered. Gradation results from the production source will be acceptable.

NOTE 2: In the event visual inspection of the aggregate indicates excess or unusual moisture beyond what is normally expected in the aggregate, the WVDOH reserves the right to determine the moisture content by standard methods. If this becomes necessary, the net weight of the portion represented will be adjusted utilizing the test results obtained by the WVDOH in accordance with

REQUEST FOR QUOTATION
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Materials and Delivery by the Vendor to Non-Established WVDOH Sites

MP 700.00.22. Items OA, OB, PA and PB (Abrasives) will be considered fine aggregate outlined in MP 700.00.22.

3.5 Acceptance Plan:

Material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be on the basis of test results, provided and certified by the Vendor to be true test results and representative of the material supplied to the WVDOH, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sub-lot and lot will be considered the same. Frequency of sampling and testing shall be in accordance with the Vendor's quality control plan outlined in MP 700.00.51. The Vendor shall provide the gradation test results to the WVDOH within 72 hours.

Gradation test results shall be averaged in accordance with MP 300.00.51. When the average falls outside the applicable limits, the lot of material represented thereby will be considered non-conforming to the extent that the last of its sub-lots is non-conforming. When a lot of material is nonconforming, then the last sub-lot contained therein shall have its degree of non-conformance determined as set forth below.

When a sub-lot of material is to have its price adjusted, the percentage point difference between the non-conforming test value and the specification limit shall be determined for each sieve size determined to be non-conforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table 1.

TABLE 1

NONCONFORMING SIEVE SIZE	MULTIPLICATION FACTOR
Plus No. 40	1
No. 40	1.5
No. 50	1.5
No. 100	2.0
	(1.3 for abrasives and cinders)
No. 20	2.5
1/2"	1
3/8"	1

The total measure of non-conformance of an individual sub-lot is the sum of all non-conformances on the various sieve sizes of that sub-lot. In no case, however,

REQUEST FOR QUOTATION
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Materials and Delivery by the Vendor to Non-Established WVDOH Sites

shall a sub-lot of material have its price adjusted more than once, and the first adjustment which is determined shall apply.

When the total degree of non-conformance has been established and it is 12 or less, the material will be paid for at an adjusted contract price as specified in Table 2.

TABLE 2

<u>DEGREE OF NON-CONFORMANCE</u>	<u>PERCENT OF CONTRACT PRICE TO BE REDUCED</u>
1.0 TO 3.0	2
3.1 TO 5.0	4
5.1 TO 8.0	7
8.1 TO 12.0	11
Greater than 12	*

*The WVDOH will make a special evaluation of the material and determine the appropriate action.

In the event a Vendor delivers a specific quantity of material from a stockpile, and said quantity is less than the total quantity contained in the stockpile and it has been determined from his certified test data that a non-conforming sub-lot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity as follows:

The percent price reduction shall be determined as set forth above for the non-conforming sub-lot. The quantity represented by the non-conforming sub-lot shall then be calculated as a percent of the total (total material contained in the stockpile). To determine the price reduction on the specific quantity delivered, multiply the percent of non-conforming material contained in the stockpile by the quantity delivered, and reduce this quantity by the percent price reduction as determined.

Example: If it has been determined that a stockpile of 100 tons contains 10 percent failing material, and said material is to have its price reduced by 4 percent, then the actual quantity delivered, say 15 tons, will be multiplied by 0.10 (10 percent failing material) which equals 1.5 tons. These 1.5 tons will thus have its price reduced by 4 percent. The remaining 13.5 tons will be paid for at full contract price.

TD 1 - PQn

REQUEST FOR QUOTATION
Stone, Aggregate and Cinders
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$$\frac{\quad}{100Qt} = \text{AP (price to be paid after adjustment)}$$

WHERE

- T = tonnage delivered
- P = percent price reduction
- D = cost per ton
- Qn = quantity of non-conforming sub-lot(s)
- Qt = quantity of total stockpile

If two sub-lots are non-conforming within the stockpile, calculate each separately for the adjusted payment on the quantity delivered (as above). Add these two adjusted payments together and subtract from the total the price to be paid before adjustment for tonnage delivered (TD). If three sub-lots are non-conforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on. Example:

$$(\text{AP1} + \text{AP2}) - \text{TD} = \text{Final price to be paid after adjustments}$$

OR

$$(\text{AP1} + \text{AP2} + \text{AP3}) - 2 \text{TD} = \text{Final price to be paid after adjustments}$$

WHERE:

- AP = price to be paid after initial adjustment for one non-conforming sub-lot determined by the above equation.
- T = tonnage delivered
- D = cost per ton

In the event material is delivered from a continuous stockpile, that is, a stockpile which is continuously being replenished while also having material removed for these applications, certification shall be based on the shipment samples.

3.6 Bid Instructions:

The bidding packet is comprised of two (2) documents. Vendors **shall** complete the Information Attachment form regarding the Vendor's Source Information. Vendors **may** bid any or all items on the Pricing Pages.

3.6.1 Information Attachment form Vendor's Source Information:

The Vendor **shall** provide the information requested for Limestone, Sandstone, Gravel, Sand, Blast Furnace Slag and Steel Slag as:

- a) Source of Material
- b) Exact Location of Vendor's Storage Site(s).

REQUEST FOR QUOTATION
Stone, Aggregate and Cinders
Materials and Delivery by the Vendor to Non-Established WVDOH Sites

The Vendor **shall** provide the information requested for Cinders:

- c) Source of Material
- d) Exact Location of Vendor's Storage Site(s), **only if** the Vendor is providing Cinders to the WVDOH on this contract.

Failure to provide the required information **shall** disqualify this Storage Site(s) as a source for the items being bid.

3.6.2 The Pricing Page shall be:

- a) Bid price of material as F.O.B. Vendor's Storage Site to non-established District Storage Site(s), Contract Items A-W and AA.
- b) Hauling by Vendor for the First Ton-Mile and Hauling by Vendor for Additional Ton-Miles, Contract Items X and Y

A Vendor may submit more than one Vendor's Storage Sites information on one Information Attachment form ONLY if bid pricing is the SAME for all Storage Sites. A separate bid submission and Information Attachment form MUST be submitted when bid price varies between Vendor's Storage Sites.

Vendor's bid will be disqualified if both documents are not submitted with their bid packet.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. A Contract shall be awarded to all Vendors that provide the Contract Items meeting the required specifications on the Pricing Page.
- 4.2 Pricing Pages:** Vendor shall complete the Pricing Pages per instructions in section 3.6, Bid Instructions.

The Pricing Pages contain a list of Contract Items F.O.B. Vendor's Storage Site(s). There is no anticipated purchase/delivery volume. Delivery from a Vendor's Storage Site to a non-established District Storage Site(s) will only be requested when delivery to a District Storage Site, that is not covered by another contract, or WVDOH pickup is not feasible for a WVDOH project. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages, through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: crystal.g.rink@wv.gov.

REQUEST FOR QUOTATION
Stone, Aggregate and Cinders
Materials and Delivery by the Vendor to Non-Established WVDOH Sites

4.3 Contract award: Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Maintenance Division will announce the effective date of use of this contract to the Districts and the Vendors.

- 5. DETERMINING LOW BID PER DELIVERY TO NON-ESTABLISHED WVDOH STORAGE SITE:** The WVDOH District Engineer will calculate the lowest overall total cost of the price of material, Item A through W plus the Haul by Vendor First Ton-Mile and any Additional Ton-Miles.

The most direct suitable route from the Vendor's Storage Site to the mid-point of the non-established WVDOH Storage Site will be determined by the WVDOH and used to compute haul distance, to determine the low bid.

In-state delivery route will be mapped by the WVDOH by utilizing the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery routes will be mapped by the WVDOH utilizing "Google Maps" or a similar source for routing to the WV State line at which time; the Straight Line Diagrams will be sourced to the non-established WVDOH Storage Site.

The Contractor shall deposit aggregates at the non-established WVDOH Storage Site and in a manner directed by the WVDOH. This may include tailgating the aggregate into an aggregate spreader, onto a roadway or dumping the aggregate into a stockpile.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

6.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking

REQUEST FOR QUOTATION
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Materials and Delivery by the Vendor to Non-Established WVDOH Sites

institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. DELIVERY AND RETURN:

7.1 Delivery Time: Vendor shall deliver standard orders according to the established acceptable delivery date agreed to on the order. Vendor shall deliver emergency orders within an established acceptable time frame after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. If the vendor is unable to furnish material in accordance with the established delivery schedule, the WVDOH District Engineer/Manager shall be advised in writing within five (5) working days of the reason for failure to conform to the delivery requirements.

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing within five (5) days if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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7.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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 delivery 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 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,

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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: Charles Bolyard
Telephone Number: 304-296-1751
Fax Number: 304-594-2158
Email Address: cbolyard@greerindustries.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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:

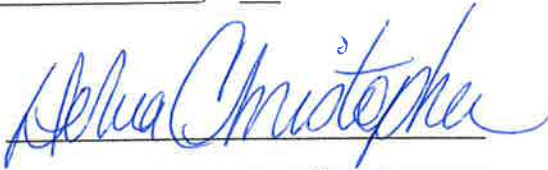
Vendor's Name: Greer Lime Company
Authorized Signature:  Date: March 31, 2015

State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 31 day of March, 2015.

My Commission expires March 2, 2020.

NOTARY PUBLIC 
Purchasing Affidavit (Revised 07/01/2012)



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Greer Lime Company

Signed: [Signature]

Date: March 31, 2015

Title: Charles Bolyard, Vice President

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT150000071

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 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 Lime Company

Company



Authorized Signature

April 1, 2015

Date

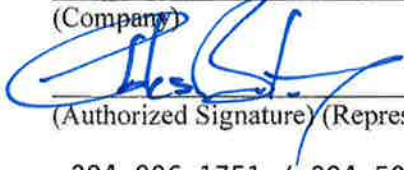
NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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 Lime Company

(Company)



Charles Bolyard
Vice President

(Authorized Signature) (Representative Name, Title)

304-296-1751 / 304-594-2158 / April 1, 2015

(Phone Number) (Fax Number) (Date)