



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1251519
Solicitation Description: Addendum 1- Stone & Agg Mat & Delivery to Non-Est Location
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-07-26 14:30	SR 0803 ESR07252300000000254	1

VENDOR
 000000176284
 GREER INDUSTRIES INC

Solicitation Number: ARFQ 0803 DOT2400000002
Total Bid: 0
Response Date: 2023-07-25
Response Time: 09:48:27
Comments:

FOR INFORMATION CONTACT THE BUYER

Jerry D Rush
 304-414-6683
 jerry.d.rush@wv.gov

Vendor 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 & Agg Material & Delivery to Non- Established Locations	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST



**State of West Virginia
Agency Request for Quote
Highways**

Proc Folder: 1251519
Doc Description: Addendum 1- Stone & Agg Mat & Delivery to Non-Est Location
Reason for Modification: Addendum No. 01

Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-07-19	2023-07-26 14:30	ARFQ 0803 DOT2400000002	2

BID RECEIVING LOCATION

BUDGET & PROCUREMENT
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-317
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000176284
Vendor Name : Greer Industries, Inc.
Address : PO Box 1900
Street :
City : Morgantown
State : WV **Country :** USA **Zip :** 26507-1900
Principal Contact : John L. Bossio, Executive Vice President of Sales
Vendor Contact Phone: 304-296-1751 **Extension:** 2013

FOR INFORMATION CONTACT THE BUYER

Jerry D Rush
 304-414-6683
 jerry.d.rush@wv.gov

**Vendor
Signature X**

FEIN# 34-0737241

DATE 7-25-23

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ 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.

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 Industries, Inc.

Company



John L. Bossio
Executive Vice President of Sales

Authorized Signature

7-25-23

Date

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

John L. Bossio, Executive 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@greerindustries.com

(E-mail 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Greer Industries, Inc.

(Company)


(Signature of Authorized Representative)

John L. Bossio, Executive Vice President of Sales

(Printed Name and Title of Authorized Representative)

7-25-23

(Date)

304-296-1751 / 304-594-2158

(Phone Number) (Fax Number)

Revised 09/12/2022

REQUEST FOR QUOTATION
Stone & Aggregate, Delivery to Non-Established Locations

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 Delivery to Non-Established Locations
Attachment A (ATT A) Pricing Pages**

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address, Storage Location Address, and bid pricing for the contract item listed below. Vendor may bid any or all contract items. Failure to provide source information and 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 Location Address(es):** Greer Lime Company
Required 1088 Germany Valley Limestone Road
Riverton, WV 26814

***Storage Location Address(es):** _____
**Required (if different from* _____
Source Location address) _____

Contract Item	Description	Composition**	Unit of 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	
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 Delivery to Non-Established Locations
Attachment A (ATT A) Pricing Pages**

VENDOR NAME: Greer Industries, Inc.

***Source Location Address(es):** Greer Lime Company
Required 1088 Germany Valley Limestone Road
Riverton, WV 26814

***Storage Location Address(es):** _____
**Required (if different from* _____
Source Location address) _____

Contract Item	Description	Composition**	Unit of 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	
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	
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	\$ 18.50
45	Imbricated Stone	LSGS	Tons	
46	Spreading Surcharge/Tailgating		Tons	
47	Haul, First Ton-Mile (Contract Items 1-41)		Mile	\$ 3.00
48	Haul, Additional Ton-Mile (Contract Items 1-41)		Mile	\$ 0.47
49	Haul, First Ton-Mile (Contract Items 42-45)		Mile	\$ 3.05
50	Haul, Additional Ton-Mile (Contract Items 42-45)		Mile	\$ 0.70

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 Contracting Business Entity: Greer Industries, Inc. Address: MAILING: PO Box 1900, Morgantown, WV 26507-1900

STREET: 570 Canyon Road, Morgantown, WV 26508

Name of Authorized Agent: John L. Bossio, Executive Vice President of Sales Address: PO Box 1900, Morgantown, WV 26507-1900

Contract Number: DOT240000002 Contract Description: Stone & Agg Mat & Delivery to Non-Estab. Location

Governmental agency awarding contract: State of West Virginia

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

John R. Raese
David A. Raese

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

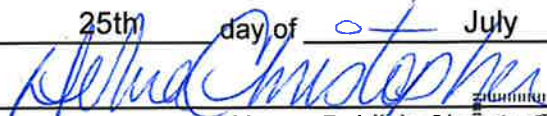
Date Signed: 7-25-23

Notary Verification

State of West Virginia, County of Monongalia:


I, John L. Bossio, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 25th day of July, 2023.


Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA,
Debra Christopher
PO Box 1900
Morgantown, WV 26507-1900
My Commission Expires March 2, 2025
Revised April 1, 2022



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:  Date: 7-25-23

State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 25 day of July, 2023.

My Commission expires March 2, 2025.

AFFIX SEAL HERE



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA,
Debra Christopher
PO Box 1900
Morgantown, WV 26507-1900
My Commission Expires March 2, 2025

NOTARY PUBLIC





CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV003348

CLASSIFICATION:

ASPHALT
SPECIALTY

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

DATE ISSUED

SEPTEMBER 05, 2022

EXPIRATION DATE

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 to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. Six PPG Place, Suite 400 Pittsburgh, PA 15222	CONTACT NAME: ***	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
CN101576982-Crime-23-24	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B : N/A	N/A
	INSURER C : PinnaclePoint Insurance Company	15137
	INSURER D : N/A	N/A
INSURED Greer Industries, Inc. P.O. Box 1900 Morgantown, WV 26507-1900	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-006664802-08 **REVISION NUMBER:** 5

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prop Damage/Occur Ded: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y630201D0622COF23	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		8102L3043522314G 'OWNED COMP/COLL DED: \$1000' 'HIRED COMP/COLL DED: \$1000'	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A <input checked="" type="checkbox"/> N N / A		WCP7006423	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER State of West Virginia 1900 Kanawha Blvd. E., Bldg. 5 Charleston, WV 25305	CANCELLATION 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 <i>Marsh USA Inc.</i>
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