

Solicitation Response(SR) Dept: 0803 ID: ESR0810210000000821 Ver.: 1 Function: New Phase: Final

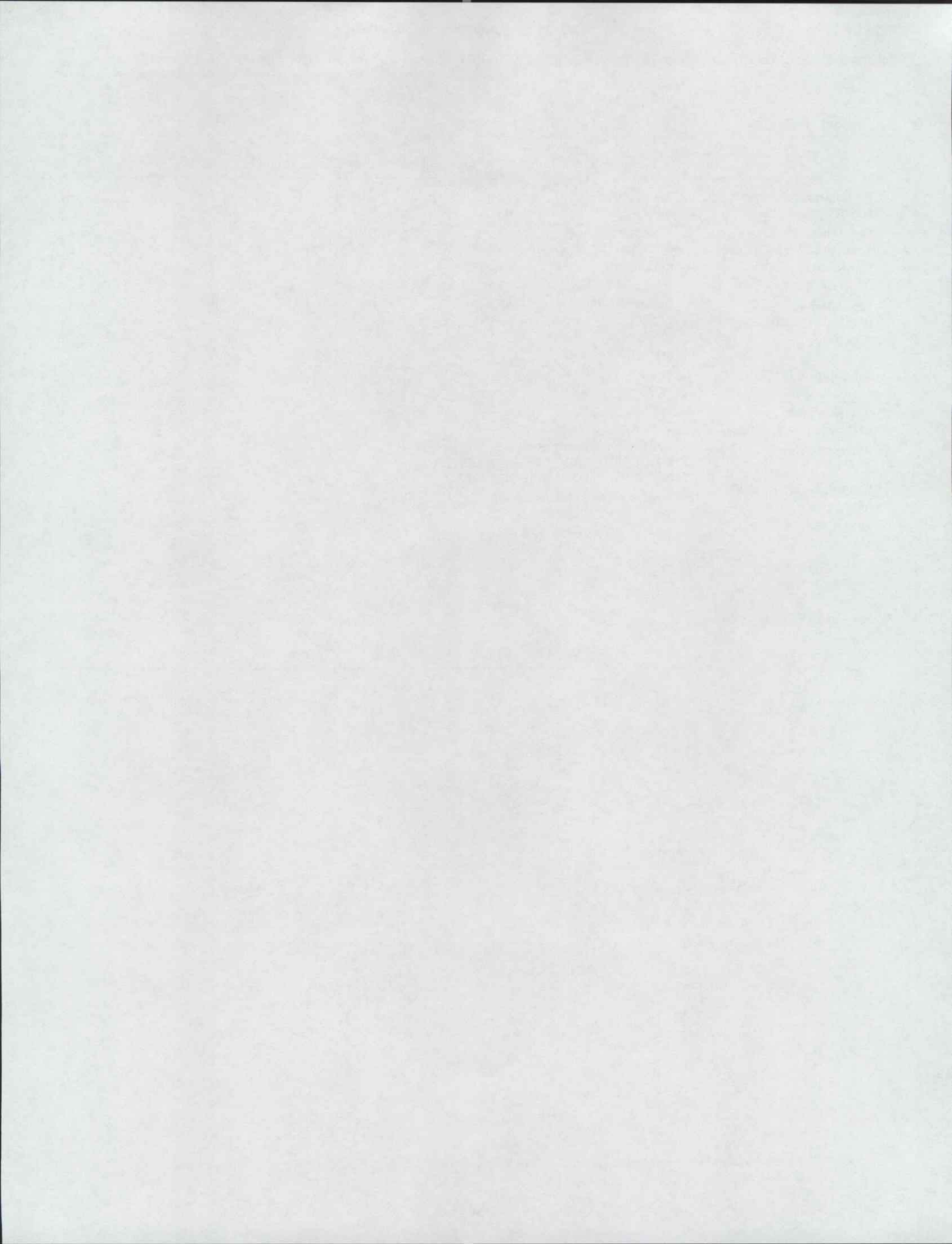
Modified by batch , 08/11/2021

Header 1



General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 909166	SO Doc Code: ARFQ
Procurement Type: Agency Master Agreement	SO Dept: 0803
Vendor ID: 000000176284	SO Doc ID: DOT2200000003
Legal Name: GREER INDUSTRIES INC	Published Date: 7/22/21
Alias/DBA:	Close Date: 8/11/21
Total Bid: \$0.00	Close Time: 14:30
Response Date: 08/10/2021	Status: Closed
Response Time: 5:18	Solicitation Description: STONE & AGGREGATE MAT & DEL.TO NON-ESTAB. LOCATION 6621C073
Responded By User ID: mmagro	Total of Header Attachments: 1
First Name: Marc	Total of All Attachments: 1
Last Name: Magro	
Email: mmagro@greerindustries.cor	
Phone: 304-296-6735	





State of West Virginia
Agency Request for Quote

Proc Folder: 909166
 Doc Description: STONE & AGGREGATE MAT & DEL.TO NON-ESTAB. LOCATION 6621C073
 Proc Type: Agency Master Agreement
 Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-21	2021-08-11 14:30	ARFQ 0803 DOT2200000003	1

BID RECEIVING LOCATION

FINANCE & ADMINISTRATION
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-220
 1900 KANAWHA BLVD E
 CHARLESTON WV 25302
 US

VENDOR

Vendor Customer Code: 000000176284
 Vendor Name : GREER INDUSTRIES, INC.
 Address : PO BOX 1900
 Street :
 City : MORGANTOWN
 State : WV Country : USA Zip : 26507
 Principal Contact : MARC A. MAGRO
 Vendor Contact Phone: 304-296-6735 Extension: N/A

FOR INFORMATION CONTACT THE BUYER

Kristine E James
 304-414-7104
 kristy.e.james@wv.gov

Vendor Signature X *Marc A. Magro* MARC A. MAGRO FEIN# 34-0737241 DATE 08/09/2021

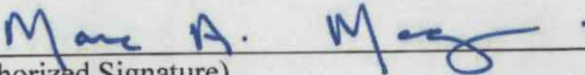
All offers subject to all terms and conditions contained in this solicitation

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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.

(Full Company Name)



(Authorized Signature)

MARC A. MAGRO VICE PRESIDENT SALES

(Print or Type Name and Title
of Signatory)

304-296-6735

(Phone Number)

N/A

(Fax Number)

mmagro@greerindustries.com

(Email address)

08/09/2021

(Date)

**Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.**

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

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 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 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:** For Items purchased during the term of this contract, the Vendor shall provide the Agency with reports, in electronic spreadsheet format, with purchased contract Items, total dollar value, quantities, shipments, and delivery information, quarterly, or annual summaries, or upon request. 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 shall provide the Agency with its current email addresses, billing/payment addresses, phone numbers, fax numbers, and any changes to the latter or its Contract Manager during the life of the contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: MARC A. MAGRO
Telephone Number: 304-296-6735
Fax Number: N/A
Email Address: mmagro@greerindustries.com

Stone & Aggregate with Delivery by Vendor to NON-Established Locations 6621C073

Enter your Vendor Name:	GREER INDUSTRIES, INC.	
Vendors Phone #, Email Address to contact for placing Orders:	MIKE MACKIE 304-296-2549 mmackie@greerindustries.com & jhenry@greerindustries.com	
Vendors Phone #, Email Address to contact for Invoices:	CANDY LOHISER 304-594-1629 clohiser@greerindustries.com	
Vendors Phone #, Email Address to contact for Payment:	CANDY LOHISER 304-594-1629 clohiser@greerindustries.com	

This ATT B must be completed and submitted with the bid and coordinate with the Items pricing on the ATT A..

	Vendors Sources/Plants	Vendors Storage Sites
	Source Name & Location (physical address), Phone #	Location (physical address), Phone #
Limestone	GREER LIMESTONE CO. 5630 EARL L. CORE RD. RT. 7 MORGANTOWN, WV 26507	GREER LIMESTONE CO. 5630 EARL L. CORE RD. RT. 7 MORGANTOWN, WV 26507
	DECKERS CREEK LIMESTONE CO. 5358 EARL L. CORE RD. RT. 7 MORGANTOWN, WV 26508	DECKERS CREEK LIMESTONE CO. 5358 EARL L. CORE RD. RT. 7 MORGANTOWN, WV 26508
	BUCKEYE STONE CO. 442 BLANEY HOLLOW RD. MORGANTOWN, WV 26508	BUCKEYE STONE CO. 442 BLANEY HOLLOW RD. MORGANTOWN, WV 26508
	CHEAT RIVER LIMESTONE CO. 112 CENTER ST. ROWLESBURG, WV 26425	CHEAT RIVER LIMESTONE CO. 112 CENTER ST. ROWLESBURG, WV 26425
Sandstone		
Blast Furnace Slag		
Steel Slag		
Cinders		

PLANT SOURCE Name:

STORAGE SITE(S) City/State:

Pay Item	Description of Material	Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:	Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:	Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:	Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:
A	Class 1 Aggregate	GREER LIMESTONE CO. MORGANTOWN, WV	DECKERS CREEK LIMESTONE CO. MORGANTOWN, WV	BUCKEYE LIMESTONE CO. MORGANTOWN, WV	CHEAT RIVER LIMESTONE CO. ROWLESBURG, WV
B	Class 2 Aggregate	\$ 11.75	NO BID	\$ 9.50	\$ 9.00
C	Class 10 Aggregate	\$ 11.75	\$ 11.75	\$ 9.75	\$ 9.00
D	AASHTO #1 Aggregate	\$ 15.50	NO BID	\$ 12.00	\$ 12.00
E	AASHTO #3 Aggregate	\$ 15.50	NO BID	\$ 12.00	NO BID
F	AASHTO #4 Aggregate	\$ 16.00	NO BID	\$ 12.00	\$ 13.00
G	AASHTO #67 Aggregate	\$ 16.00	NO BID	\$ 12.00	\$ 13.00
H	AASHTO #57 Aggregate	\$ 17.50	\$ 17.50	\$ 13.50	\$ 13.00
I	AASHTO #67 Aggregate	\$ 17.50	\$ 17.50	NO BID	\$ 13.00
J	AASHTO #7 Aggregate	NO BID	NO BID	\$ 24.00	NO BID
K	AASHTO #8 Aggregate	\$ 21.00	\$ 21.00	\$ 17.50	\$ 12.00
L	AASHTO #9 Aggregate	NO BID	NO BID	NO BID	NO BID
M	Stone for Gabions	\$ 16.00	NO BID	\$ 15.00	\$ 14.00
N	Fine Aggregate	\$ 11.25	\$ 11.25	\$ 9.00	\$ 11.25
OA	Limestone Standard Abrasives	\$ 21.00	\$ 21.00	\$ 18.00	\$ 21.00
OB	Sandstone Standard Abrasives	NO BID	NO BID	NO BID	NO BID
OC	Steel Slag for SRIC	NO BID	NO BID	NO BID	NO BID
PA	Limestone Modified Abrasives	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00
PB	Sandstone Modified Abrasives	NO BID	NO BID	NO BID	NO BID
Q	Rip Rap	\$ 18.75	NO BID	\$ 14.00	\$ 16.00
R	Shot Rock	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00
S	AASHTO #8 Modified	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00
T	AASHTO #9 Modified	NO BID	NO BID	NO BID	NO BID
U	Pea Gravel	NO BID	NO BID	NO BID	NO BID
V	#11 Limestone Abrasives	NO BID	NO BID	NO BID	NO BID
W	Quarry Waste	\$ 10.00	\$ 10.00	\$ 5.00	\$ 10.00
Z	Imbricated Stone	NO BID	NO BID	\$ 60.00	NO BID
AA	Cinders	NO BID	NO BID	NO BID	NO BID
Enter below the Pricing for Haul of Items A-W and AA (Except for Q, R and Z):					
X1	Haul, First Ton-Mile	\$ 2.60	\$ 2.60	\$ 2.60	\$ 2.60
X2	Haul, Additional Ton-Mile	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22
Enter below the Pricing For Haul of Items Q, R and Z ONLY:					
Y1	Haul, First Ton-Mile	\$ 3.90	\$ 3.90	\$ 3.90	\$ 3.90
Y2	Haul, Additional Ton-Mile	\$ 0.29	\$ 0.29	\$ 0.29	\$ 0.29

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: PO BOX 1900

MORGANTOWN, WV 26507

Name of Authorized Agent: MARC A. MAGRO Address: 5630 EARL L. CORE ROAD MORGANTOWN, WV 26508

Contract Number: 304-296-6735 Contract Description: STONE & AGG MAT & DEL NON-ESTAB 6621C073

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.

MARC A. MAGRO

Signature: Marc A. Magro

Date Signed: 08/09/2021

Notary Verification

State of WEST VIRGINIA, County of MONONGALIA:

I, MARC A. MAGRO, 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 9th day of August 2021

Rachel Metheny

Notary Public's Signature



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Rachel Metheny
1093 Snake Hill Road
Morgantown, WV 26508

My Commission Expires Sept. 9, 2025

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

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 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: (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: Marc A. Magro MARC A. MAGRO Date: 08/09/2021

State of WEST VIRGINIA

County of MONONGALIA, to-wit:

Taken, subscribed, and sworn to before me this 9th day of August, 2021

My Commission expires Sept 9, 2025

AFFIX SEAL HERE



NOTARY PUBLIC

Rachel Metheny

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV003348

Classification:

ASPHALT
SPECIALTY

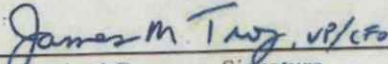
GREER INDUSTRIES INC
DBA GREER INDUSTRIES INC
570 CANYON ROAD
MORGANTOWN, WV 26508

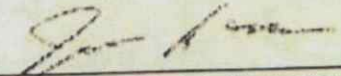
Date Issued

Expiration Date

SEPTEMBER 05, 2020

SEPTEMBER 05, 2021


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where 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 cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2021

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 300 Pittsburgh, PA 15222 CN101576982-EXCES-21-22	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL ADDRESS: _____	FAX (A/C, No): _____
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B : N/A	N/A
	INSURER C : N/A	N/A
	INSURER D : N/A	N/A
	INSURER E : N/A	N/A
	INSURER F : N/A	N/A

COVERAGES **CERTIFICATE NUMBER:** CLE-006771829-01 **REVISION NUMBER: 1**

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 INSP	SUBR 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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			630-201D0622	01/01/2021	01/01/2022	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
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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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