

### State of West Virginia **Solicitation Response**

**Proc Folder:** 1202667

**Solicitation Description:** Metal Storage Containers - 20' x 8' x 8'6"

**Proc Type:** Agency Purchase Order

**Solicitation Closes** Solicitation Response Version 2023-04-11 14:30 SR 0608 ESR04112300000004989 1

**VENDOR** 

000000208641

GREEN RIVER GROUP LLC

**Solicitation Number:** ARFQ 0608 DCR2300000175

**Total Bid:** 54250 **Response Date:** Response Time: 2023-04-11 09:49:10

Comments:

#### FOR INFORMATION CONTACT THE BUYER

Thomas P Hymes 304-558-2350 thomas.p.hymes@wv.gov

Vendor

FEIN# DATE Signature X

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

FORM ID: WV-PRC-SR-001 2020/05 Date Printed: Apr 12, 2023 Page: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Contract Item #1: 20' - Metal Storage	5.00000	EA	7750.000000	38750.00
	Containers - WRJ				

Comm Code	Manufacturer	Specification	Model #	
24110000				

## **Commodity Line Comments:**

## **Extended Description:**

see specifications for details

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Contract Item #2: 20' - Metal Storage Containers - SCRJ	2.00000	EA	7750.000000	15500.00

Comm Code	Manufacturer	Specification	Model #	
24110000				

### **Commodity Line Comments:**

### **Extended Description:**

see specifications for details

Date Printed: Apr 12, 2023 Page: 2 FORM ID: WV-PRC-SR-001 2020/05

# EXHIBIT A – Pricing Page ARFQ 0608 DCR2300000175 Metal Storage Containers

Section	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
3.1.1	Contract Item #1: 20' – Metal Storage Containers WRJ	Each	5	\$ 7,750.00	\$ 38,750.00
3.1.2	Contract Item #2: 20' - Metal Storage Containers SCRJ	Each	2	\$ 7,750.00	\$ 15,500.00

Please note: This information is being captured for auditing purposes.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

# BIDDER /VENDOR INFORMATION:

Vendor Name:		Green River Group LLC
Address:		714 Venture Dr # 180
City, St. Zip:		Morgantown, WV 26508
Phone No.:		304 594-3991
Email Address:	SC	alvert@greenrivergroupllc.com
	//M	4/11/2023
	Vendor Signature:	Date:

#### STATE OF WEST VIRGINIA

# **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 §15A-3-14, 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 SIGN	ATURE:		
Vendor's Name: Green River G	roupLLC		
Authorized Signature:		Date:4/11/23	_
State ofV	·		
County of Monongalia	_, to-wit:		
Taken, subscribed, and sworn to bef	ore me this <u>11</u> day of <u>A</u>	xpril , 20 <u>23</u> .	
AFFICIAL SEA NOT STATE OF WEST OF THE CHARGE	11/5 , 20 24  NOTARY  NOTARY  Spires  224		)19)

604 Astor Ave. MORGANTOWN, WV 26501 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.

Steve Calvert,	Managing Me	ember				
(Name, Title)						
(Printed	Name	and	Title)			
714 Venture Dr # 180						
(Address)						
Morgantown, WV 26508						
(Phone No	umber) /	(Fax N	umber)			
304 594-3991		•	,			
(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 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.

Green River Group LLC					
(Company)					
(Authorized Signature) (Representative Name, Title)					
Steve Calvert, Managing Member					
(Printed Name and Title of Authorized Representative)					
4/11/23					
(Date)					
304 594-3991 304 594-3992					
(Phone Number) (Fax Number)					

#### ADDENDUM ACKNOWLEDGEMENT FORM

#### **SOLICITATION NO.:**

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.

Proposition, printer make or opposition of the contract of the	
Addendum Numbers Received: (Check the box next to each addendum received)	
Addendum No. 1 Addendum No. 6  Addendum No. 2 Addendum No. 7  Addendum No. 3 Addendum No. 8  Addendum No. 4 Addendum No. 9  Addendum No. 5 Addendum No. 10  I understand that failure to confirm the receipt of addenda may be cause for rejection further understand that any verbal representation made or assumed to be made du discussion held between Vendor's representatives and any state personnel is not bind information issued in writing and added to the specifications by an official addendum is	iring any ora ling. Only the
Green River Group LLC	
Company	
Steve Calvert	
Authorized Signature	
4/11/23	
Date	

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

## REQUEST FOR QUOTATION ARFQ 0608 DCR2300000175 Metal Storage Containers

- **7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Items provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
  - **7.2.1** Immediate cancellation of the Contract.
  - **7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - **7.2.3** Any other remedies available in law or equity.

#### **8 MISCELLANEOUS:**

- **8.1 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.
- **8.2 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.
- **8.3 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.
- **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.

Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Steve Calvert
	<del>*************************************</del>
Telephone Number:	304 594-3991
Fax Number:	304 594-3992
Email Address:	scalvert@greenrivergroupllc.com