

FAX

To: JOHN W ESTEP

From: INWOOD QUARRY

Fax: 304-558-3970

Pages: 10 INCLUDING COVER SHEET

Phone: 304-558-2566


Date: 07/26/23

Subject: **STONE & AGGREGATE PICK UP BY AGENCY**

Message:

VENDER NAME: INWOOD QUARRY
 BUYER: JOHN ESTEP
 SOLICITATION NO: CRFQ 0803 DOT2400000002
 BID OPENING DATE: JULY 27, 2023
 BID OPENING TIME: 1:30 PM
 FAX NUMBER: 304-558-3970

07/26/23 15:22:28
 WU PURCHASING DIVISION

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Centralized Request for Quote Highways

Proc Folder: 1251517 Doc Description: ADDENDUM NO_1 Stone & Aggregate Pick Up by Agency Proc Type: Central Master Agreement		Reason for Modification: ADDENDUM NO_1 Vendor Questions and responses Revised Pricing Page
Date Issued 2023-07-19	Solicitation Closes 2023-07-27 13:30	Solicitation No CRFQ 0803 DOT2400000002
		Version 2

BID RECEIVING LOCATION


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

VENDOR

Vendor Customer Code:

Vendor Name: Inwood Quarry
Address: Po Box 65
Street: 9171 WINCHESTER AVE
City: Inwood
State: WV **Country:** US **Zip:** 25428
Principal Contact: DL MORGAN
Vendor Contact Phone: 304-229-1771 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X  **FEIN#** 550456355 **DATE** 07/26/23

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

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR INSTRUCTIONS: Vendor shall provide their Source Plant address, Pick Up Storage Location Address, and bid pricing for the Contract Item listed below. Vendor may bid any or all Contract Items. Failure to provide Source Plant and Pick Up 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: Inwood Quarry

*Source Plant Address(es): Inwood Quarry
Required 9171 WINCHESTER AVE INWOOD, WV 25428
304-229-5522

*Pick Up Storage Location Address: Inwood Quarry
*Required (if different from 9171 WINCHESTER AVE INWOOD, WV 25428
Source Plant address) 304-229-5522

Contract Item	Description	Composition**	Unit of Measure	Bid Price
1	Class 1 Aggregate	Limestone Only	Tons	14.15
2	Class 1 Aggregate	LSGS	Tons	—
3	Class 1 Aggregate	Slag	Tons	—
4	Class 2 Aggregate	Limestone Only	Tons	14.25
5	Class 2 Aggregate	LSGS	Tons	—
6	Class 2 Aggregate	Slag	Tons	—
7	Class 10 Aggregate	LSGS	Tons	14.25
8	AASHTO #1 Aggregate	Limestone Only	Tons	15.50
9	AASHTO #1 Aggregate	LSGS	Tons	—
10	AASHTO #3 Aggregate	Limestone Only	Tons	15.50
11	AASHTO #3 Aggregate	LSGS	Tons	—
12	AASHTO #4 Aggregate	LSGS	Tons	15.50
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	—
17	AASHTO #67 Aggregate	LSGS	Tons	—
18	AASHTO #7 Aggregate	Limestone Only	Tons	—
19	AASHTO #7 Aggregate	LSGS	Tons	—
20	AASHTO #8 Aggregate	Limestone Only	Tons	15.65
21	AASHTO #8 Aggregate	LSGS	Tons	—
22	AASHTO #8 MODIFIED	Limestone Only	Tons	15.65

**Stone Aggregate Pick Up by Agency
Attachment A (ATT A) Pricing Pages**

VENDOR NAME: Inwood Quarry

*Source Plant Address(es): Inwood Quarry
Required 9171 WINCHESTER AVE INWOOD, WV 25428
304-229-5522

*Pick Up Storage Location Address: Inwood Quarry
*Required (if different from Source Plant address) 9171 WINCHESTER AVE INWOOD, WV 25428
304-229-5522

Contract Item	Description	Composition**	Unit of Measure	Bid Price
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	---
27	AASHTO #9 MODIFIED	LSGS	Tons	---
28	Stone for Gabions	Limestone Only	Tons	16.75
29	Stone for Gabions	LSGS	Tons	---
30	Fine Aggregate	LSGS	Tons	17.25
31	Limestone Standard Abrasives	Limestone Only	Tons	16.75
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	17.00
36	Limestone MODIFIED Abrasives	LSGS	Tons	---
37	Sandstone MODIFIED Abrasives	LSGS	Tons	---
38	Cinders	Cinders	Tons	---
39	Pea Gravel	LSGS	Tons	---
40	#11 Limestone Abrasives	LSGS	Tons	---
41	Quarry Waste	LSGS	Tons	10.00
42	Rip Rap	LSGS	Tons	30.70
43	Shot Rock	Limestone Only	Tons	26.50
44	Shot Rock	LSGS	Tons	---
45	Imbricated Stone	LSGS	Tons	---

LSGS: Limestone, Sandstone, Gravel or Sand

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.

(Printed Name and Title) DL MORGAN JR PRESIDENT

(Address) Po box 65 Inwood, WV 25428

(Phone Number) / (Fax Number) 304-229-1771 / 304-405-7574

(Email address) DLMORGAN@DLMORGANJR.COM

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Inwood Quarry Inc
(Company)

(Signature of Authorized Representative)

DL MORGAN JR PRESIDENT 07/26/23

(Printed Name and Title of Authorized Representative) (Date)

304-229-1771 / 304-405-7574

(Phone Number) (Fax Number)

DLMORGAN@DLMORGANJR.COM

(Email Address)

REQUEST FOR QUOTATION
Stone & Aggregate, Pick Up by Agency

- 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 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.

Contract Manager: DLMORGAN JR
Telephone Number: 304-229-1771
Fax Number: 304-405-7574
Email Address: DLMORGAN@DLMORGANJR.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.

EXHIBIT C

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: INWOOD QUARRY INC

Authorized Signature: _____

Date: 07/26/23

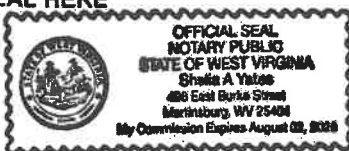
State of WEST VIRGINIA

County of BERKELEY, to-wit:

Taken, subscribed, and sworn to before me this 26 day of JULY, 2023.

My Commission expires August 2, 2025

AFFIX SEAL HERE



NOTARY PUBLIC

Shelia A Yates

Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: INWOOD QUARRY INC

Address: PO BOX 65 INWOOD, WV 25428

Name of Authorized Agent: DL MORGAN JR

Address: PO BOX 1140 INWOOD WV 25428

Contract Number: CRFQ 0803 DOT2400000002

Contract Description: STONE & AGGREGATE PICK UP BY AGENCY

Governmental agency awarding contract: WVDOH

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.

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: [Handwritten Signature]

Date Signed: 07/26/23

Notary Verification

State of WEST VIRGINIA, County of BERKELEY:

I, DL MORGAN JR

, 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 26 day of July, 2023

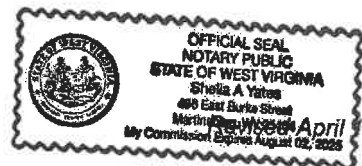
[Handwritten Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by state agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



April 2022

WV-10
Approved / Revised
06/08/18

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, 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,

Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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.


8. **Application is made for reciprocal preference.**
Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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) rescind the contract or purchase order; 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.

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: INWOOD QUARRY INC

Signed: 

Date: 07/26/23

Title: PRESIDENT

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT240000002

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 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.

Inwood Quarry Inc
Company

[Signature]
Authorized Signature

07/26/23
Date

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