

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

Proc Folder:

1497500

Doc Description: Open-End Contract for Limestone Sand - North Zone

Reason for Modification:

Proc Type:

Agency Master Agreement

Version **Date Issued Solicitation Closes** Solicitation No

2024-09-12 ARFQ 0310 DNR2500000001 2024-08-22 13:30

BID RECEIVING LOCATION

BID RESPONSE

DIVISION OF NATURAL RESOURCES

PROPERTY & PROCUREMENT OFFICE

324 4TH AVE

SOUTH CHARLESTON

WV 25303-1228

US

VENDOR

Vendor Customer Code: 000000 208 466

Vendor Name: Shriver Trucking Company Inc

Address:

PO BOX 1171

Street:

City: Weston

State:

Country: USA

Zip: 26452

Principal Contact:

Steve Shriver &

Vendor Contact Phone:

304 26917 50

Extension:

FOR INFORMATION CONTACT THE BUYER

James H Adkins (304) 558-3397

jamie.h.adkins@wv.gov

Vendor

Signature X

FEIN# 55-0735348

DATE 08/23/2024

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

Date Printed: Aug 22, 2024

Page 1

FORM ID: WV-PRC-ARFQ-002 2020/05

INVOICE TO SHIP TO DIVISION OF NATURAL. STATE OF WEST VIRGINIA RESOURCES WILDLIFE RESOURCES VARIOUS LOCATIONS AS SECTION ELKINS INDICATED BY ORDER **OPERATIONS CENTER** PO BOX 67 WV **ELKINS** WV No City US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Limestone Sand- Blackwater River (NORTH-C)	300.00000	TON	\$61.40	# 18,420

Comm Code	Manufacturer	Specification	Model #	
11111608				

Extended Description:

Please see Exhibit NORTH-C: Limestone Sand for Blackwater River - Tucker County

INVOICE TO			SHIP TO	
DIVISION OF NATURAL RESOURCES			STATE OF WEST VIRGINIA	
WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER		×	VARIOUS LOCATIONS AS INDICATED BY ORDER	
PO BOX 67				
ELKINS	WV		No City	WV
US			US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Limestone Sand- Shavers Fork (NORTH-D)	839.00000	TON	\$61.40	\$ 51,514.60

Comm Code	Manufacturer	Specification	Model #	
11111608				

Extended Description:

Please see Exhibit NORTH-D: Limestone Sand for Shavers Fork - Randolph & Pocahontas counties

INVOICE TO SHIP TO STATE OF WEST VIRGINIA DIVISION OF NATURAL. **RESOURCES** WILDLIFE RESOURCES VARIOUS LOCATIONS AS SECTION ELKINS INDICATED BY ORDER **OPERATIONS CENTER** PO BOX 67 WV

No City

US

Line Comm Ln Desc **Unit Issue Unit Price Total Price** Qty \$59,251 \$61.40 5 Limestone Sand- Dry Fork (NORTH-E) 965.00000 TON

Comm Code	Manufacturer	Specification	Model #	
11111608				
		2		

Extended Description:

ELKINS

US

Please see Exhibit NORTH-E: Limestone Sand for Dry Fork - Randolph & Tucker counties

WV

INVOICE TO SHIP TO STATE OF WEST VIRGINIA **DIVISION OF NATURAL** RESOURCES VARIOUS LOCATIONS AS WILDLIFE RESOURCES INDICATED BY ORDER SECTION ELKINS **OPERATIONS CENTER** PO BOX 67 WV WV No City **ELKINS** US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Limestone Sand- Sleepy Creek (NORTH-F)	122.00000	TON	\$85.90	\$ 10,479.80

Comm Code	Manufacturer	Specification	Model #	
11111608				

Extended Description:

Please see Exhibit NORTH-F: Limestone Sand for Sleepy Creek - Berkeley County

INVOICE TO SHIP TO DIVISION OF NATURAL. STATE OF WEST VIRGINIA **RESOURCES** WILDLIFE RESOURCES VARIOUS LOCATIONS AS SECTION ELKINS INDICATED BY ORDER **OPERATIONS CENTER** PO BOX 67 **ELKINS** WV No City WV US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Limestone Sand- Holly River (NORTH-G)	121.00000	TON	\$ 64.40	\$7.792.40

Comm Code	Manufacturer	Specification	Model #	
11111608				

Extended Description:

Please see Exhibit NORTH-G: Limestone Sand for Holly River - Webster County

INVOICE TO			SHIP TO	
DIVISION OF NATURAL RESOURCES			STATE OF WEST VIRGINIA	
WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER		8	VARIOUS LOCATIONS AS INDICATED BY ORDER	
PO BOX 67				
ELKINS	WV		No City	WV
US		341	US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Limestone Sand- Buckhannon River (NORTH-H)	319.00000	TON	\$64.40	\$ 20,543.60

Comm Code	Manufacturer	Specification	Model #	
11111608				

Extended Description:

Please see Exhibit NORTH-H: Limestone Sand for Buckhannon River - Randolph & Upshur counties

INVOICE TO

DIVISION OF NATURAL.
RESOURCES

WILDLIFE RESOURCES

SECTION ELKINS
OPERATIONS CENTER

PO BOX 67

ELKINS

WV

SHIP TO

VARIOUS LOCATIONS AS
INDICATED BY ORDER

WV

No City

WV

LineComm Ln DescQtyUnit IssueUnit PriceTotal Price9Limestone Sand- Upper Tygart Valley River
(NORTH-I)305.00000TON\$64.40\$19,642

US

Comm Code	Manufacturer	Specification	Model #	
11111608				

Extended Description:

US

Please see Exhibit NORTH-I: Limestone Sand for Upper Tygart Valley River - Randolph County

INVOICE TO			SHIP TO		
DIVISION OF NATURAL RESOURCES			STATE OF WEST VIRGINIA		
WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER		*	VARIOUS LOCATIONS AS INDICATED BY ORDER		
PO BOX 67					
ELKINS	WV		No City	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Limestone Sand- Middle Tygart Valley River (NORTH-J)	50.00000	TON	\$64.40	# 3220

Comm Code	Manufacturer	Specification	Model #	
11111608				

Extended Description:

Please see Exhibit NORTH-J: Limestone Sand for Middle Tygart Valley River - Barbour County

SCHEDULE OF EVENTS		
Line	<u>Event</u>	Event Date

Technical Question Deadline @ 9:00 a.m. 2024-08-29

	Document Phase	Document Description	Page 7
DNR2500000001	Final .	Open-End Contract for Limestone Sand - North Zone	\$205,466.40

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit A - Pricing Page

WV Division of Natural Resources - Wildlife Resource Section

Open-End Contract for LIMESTONE SAND - NORTH ZONE

					1		I			I	
Extended Total	\$ 3865,50	\$10,737,50	\$18,420	\$51,514.60	# 59, 251	\$ 10,479.80	04.262,40	\$ 20,543,60	# 19,642	\$ 3220	\$205, 466.40
Bid Price Delivered per Ton	\$ 85.90	\$ 85.90	\$61.40	\$ 61.40	\$ 61.40	\$ 85,90	\$64,40	0h.40 \$	0h'h9\$	\$64.40	Total Bid Amount >>
Description - Limestone Sand Delivery Areas (per ton including hauling)	Cacapon River - Hardy County (Attachment-A)	Big Sandy Creek - Preston & Monongalia counties (Attachment-B)	Blackwater River - Tucker County (Attachment-C)	Shavers Fork - Randolph & Pocahontas counties (Attachment-D)	Dry Fork - Randolph & Tucker counties (Attachment-E)	Sleepy Creek - Berkeley County (Attachment-F)	Holly River - Webster County (Attachment-G)	Buckhannon River - Randolph & Upshur counties (Attachment-H)	Upper Tygart Valley River - Randolph County (Attachment-I)	Middle Tygart Valley River - Barbour County (Attachment-J)	<
Units	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	,
Qty.	45	125	300	839	965	122	121	319	305	90	
Item	1	2	т	4	2	9	7	∞	6	10	

Shriver Trucking Company

Vendor:

101/60

Signature and Date:

Quantities are estimated for bidding purposes only and not guaranteed.

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources – Wildlife Resources Section Open-End Limestone Sand Contract for North Zone

- **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.

Contract Manager:	Steve	SI	river	I
Telephone Number: _	304	546	4385	
Fax Number:			2 G G G G G G G G G G G G G G G G G G G	
Email Address:	hriver -	truck	ing @ msi	1. con

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 Shower	
(Name, Title)	
(Printed Name and Title)	h / \
Do Box 171 Vestor W	glass 2
(Address) - 269 - 1750	
(Phone Number) / (Fax Number)	
(email 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.

Shive Trucking Company
(Company)
Horage Sitral According
(Authorized Signature) (Representative Name, Title)
(Printed Name and Title of Authorized Representative)
(Printed Name and Title of Authorized Representative)
(Date)
304-269-1750
(Phone Number) (Fax Number)

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.

Vendor's Name: Shriver Trucking Company Inc. Authorized Signature: Date: O9/10/2029 State of West Virginia County of Lewis , to-wit: Taken, subscribed, and sworn to before me this 10th day of September , 2024. My Commission expires September O7th , 2027.

Purchasing Affidavit (Revised 01/19/2018)

Ran Ballard Jeffries
Notary Public
State of West Virginia

My Commission Expires September 07, 2027 877 Jackson Mill Road Jane Lew, WV 26378

RJEFFRIES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2024

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(jes) must have ADDITIONAL INSURED provisions or be endorsed.

	DUCE	ertificate does not confer rights to				CONTACT NAME:				
G.J.	Gari	on Insurance Agency, Inc.				PHONE (A/C, No, Ext): (304)	269-3095	FAX (A/C, No):		
400 Wes	U.S.	Highway 33 East WV 26452				E-MAIL ADDRESS:		(A/O, NO).		
	,						SURER(S) AFFOR	RDING COVERAGE		NAIC#
						INSURER A : Erie Ins				26830
INSU	RED					INSURER B : Erie Ins				16233
		Shriver Trucking Company I	nc.			INSURER C :				
		PO Box 1171				INSURER D :				
		Weston, WV 26452				INSURER E :				
						INSURER F:	4 - 20 - 20 - 20 - 20 - 20 - 20 - 20 - 2			
СО	VER	AGES CER	TIFIC	CATE	E NUMBER:			REVISION NUMBER:		Company of the Compan
IN C	IDICA ERTIF	S TO CERTIFY THAT THE POLICIE TED. NOTWITHSTANDING ANY R FICATE MAY BE ISSUED OR MAY SIONS AND CONDITIONS OF SUCH	EQUI PER	REMI	ENT, TERM OR CONDITION THE INSURANCE AFFOR	N OF ANY CONTRA DED BY THE POLIC BEEN REDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS.	R DOCUMENT WITH RESPE BED HEREIN IS SUBJECT T	CT TO	O WHICH THIS
INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	Х		Q48-6250098	12/12/2023	12/12/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X	POLICY PRO- LOC			5.			PRODUCTS - COMP/OP AGG	\$	2,000,000
Α		OTHER: OMOBILE LIABILITY		-			11-11-11-11-11-11-11-11-11-11-11-11-11-	COMBINED SINGLE LIMIT	\$ \$	1,000,000
	AUI	ANY AUTO			Q12-6240019	12/12/2023 1	12/12/2024	(Ea accident) BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY	X	Q12-0240013				BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
		AUTOS ONLY AUTOS ONLY						(reractidenty	\$	
Α	X	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	1,000,000
2380000		EXCESS LIAB CLAIMS-MADE	х		Q36-6270025	12/12/2023	12/12/2024	AGGREGATE	\$	
		DED RETENTION\$							\$	
В	WOR	KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-		
	AND	PROPRIETOR/PARTNER/EXECUTIVE			Q91-7400272	7/24/2024	7/24/2025	E.L. EACH ACCIDENT	\$	1,000,000
	OFFI (Man	PROPRIETOR/PARTNER/EXECUTIVE Y Address in NH)	N/A	A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If ves	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DES	CRIPT	ION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACOR	D 101, Additional Remarks Sched	ile, may be attached if mo	re space is requi	red)		
CE	RTIF	ICATE HOLDER				CANCELLATION				376.00
WV DIVISION OF NATURAL RESOURCES 324 4th AVENUE South Charleston, WV 25303					CES	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				

Solicitation Response(SR) Dept: 0310 ID: ESR0910240000001828 Ver.: 1 Function: New Phase: Final

Modified by batch, 09/12/2024

Email:

Phone: 304-269-1750

shrivertrucking@msn.com

Header **∅** ²

General Information Contact Default Values Discount Document Information Clarification Request **Procurement Folder:** SO Doc Code: 1497500 **ARFQ Procurement Type:** SO Dept: Agency Master Agreement 0310 Vendor ID: SO Doc ID: 000000208466 DNR2500000001 **Published Date:** Legal Name: SHRIVER TRUCKING CO INC 8/22/24 Close Date: Alias/DBA: 9/12/24 Close Time: Total Bid: 13:30 \$122,366,733.80 Status: Response Date: Closed 09/10/2024 **Solicitation Description:** Response Time: Open-End Contract for Limestone Sand -17:52 North Zone Responded By User ID: **Total of Header Attachments:** ShriverTruck First Name: **Total of All Attachments:** Steve Last Name: Shriver