



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

State of West Virginia
Request for Quotation
19 - Highways

Proc Folder: 512930

Doc Description: STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-07	2018-11-21 13:30:00	CRFQ 0803 DOT1900000039	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

US

WV 25305

2018 NOV 14 AM 10:01

WV PURCHASING
DIVISION

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
(304) 558-2402
crystal.g.rink@wv.gov

Signature X

FEIN #

822482788

DATE

11-10-18

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

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: Jamarco LLC

Authorized Signature: [Signature] Date: 11/12/18

State of West Virginia

County of Jackson, to-wit:

Taken, subscribed, and sworn to before me this 12 day of NOV 12, 2018.

My Commission expires March 21, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Jamarco LLC Address: 3600 Valley Road
Millwood, WV 25262

Name of Authorized Agent: Samuel D. Hatcher Address: _____

Contract Number: 1900000039 Contract Description: Stone Aggregate Cinders 2019

Governmental agency awarding contract: WV DOH Material + Pickup by 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.

Samuel D. Hatcher

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: Samuel D. Hatcher Date Signed: 11/12/18

Notary Verification

State of West Virginia, County of Jackson:

I, Samuel D. Hatcher, 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 12 day of Nov 12, 2018.

[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: _____

REQUEST FOR QUOTATION

CRFQ DOT1906C00039

Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY (6619C021)

- 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 release 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 in response to the RFQ 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:** 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.
- 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 should list its Contract manager and his or her contact information below.

Contract Manager: Brandy Hatcher
Telephone Numbers: 304-273-5555
Fax Number: 304-273-9588
Email Address: brandy.hatcher@valleyincwv.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT1900000039

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.

Jamarco LLC
Company


Authorized Signature

11-10-18
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.

Marc Hatcher, V.P. of Maritime Operations
(Name, Title)

(Printed Name and Title)

360 Valley Road, Millwood, WV 25262

(Address)

304-920-1461 / 304-273-9588

(Phone Number) / (Fax Number)

marc.hatcher@valleywvinc.com
(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.

Jamarco, LLC
(Company)

Marc Hatcher Marc Hatcher, V.P. of Maritime Operations
(Authorized Signature) (Representative Name, Title)

Marc Hatcher
(Printed Name and Title of Authorized Representative)

11-10-18
(Date)

304-920-1461 / 304-273-9588
(Phone Number) (Fax Number)

[illegible]

Pricing Page, Exhibit A
VENDOR NAME JAMARCO LLC
REV 11-08-2018
Material and pick up by WVDOH forces from the Vendor's Storage Site, ONLY.

			Bid Price per Ton Items A-W, Z and AA F.O.B. Vendor's Storage Site		
Contract Item	Description of Material		Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag
A	Class 1 Aggregate		\$ 21.50		
B	Class 2 Aggregate		\$ 21.50		
C	Class 10 Aggregate		\$ 21.50		
D	AASHTO #1 Aggregate		\$ 21.50		
E	AASHTO #3 Aggregate		\$ 21.50		
F	AASHTO #4 Aggregate		\$ 21.50		
G	AASHTO #467 Aggregate		\$ 21.50		
H	AASHTO #57 Aggregate		\$ 21.50		
I	AASHTO #67 Aggregate		\$ 22.00		
J	AASHTO #7 Aggregate				
K	AASHTO #8 Aggregate		\$ 24.00		
L	AASHTO #9 Aggregate				
M	Stone for Gabions		\$ 25.00		
N	Fine Aggregate		\$ 20.50		
OA	Limestone Standard Abrasives		\$ 20.50		
OB	Sandstone Standard Abrasives		\$ 17.00		
PA	Limestone Modified Abrasives				
PB	Sandstone Modified Abrasives				
Q	Rip Rap		\$ 26.00		
R	Shot Rock		\$ 28.00		
S	AASHTO #8 Modified		\$ 24.00		
T	AASHTO #9 Modified				
U	Pea Gravel		\$ 18.25		
V	#11 Limestone Abrasives				
W	Quarry Waste				
Z	Imbricated Stone				
AA	Cinders				

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 1 Hillcrest Drive East Charleston, WV 25311	CONTACT NAME: Donna Waggoner	
	PHONE (A/C, No, Ext): 304-710-3680	FAX (A/C, No):
	E-MAIL ADDRESS: Donna.Waggoner@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Westfield National Insurance Co.	24120
INSURED Jamarco, LLC P.O. Box 100 Millwood, WV 25262	INSURER B : Rockwood Casualty Insurance Company	35505
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSR 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"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CMM000392G	08/20/2018	08/20/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CMM000392G	08/20/2018	08/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC687993	06/15/2018	06/15/2019	<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)

Certificate Holder is Additional Insured for General Liability as respects Named Insured's operations on their behalf.

CERTIFICATE HOLDER

CANCELLATION

State of WV
1900 Kanawha Blvd E, Bldg 5
Charleston, WV 25305

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

Jama P. Crouse

WV Oasis

Transaction Number: 20180912111234

Status: CompletedOk

Amount: \$125.00

Company Name: Jamarco LLC

Name: Marc Hatcher

Address: 360 Valley Road

Millwood WV 25262

Phone: 304-920-1461

e-Mail: marc.hatcher@valleyincwv.com

Card Holder: Marc Hatcher

Card Type: Master Card

Card: xxxxxxxxxxxx9349

*Your bank statement will show WV Treasury for this transaction