



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

RECEIVED
 07/30/21 14:54:17
 PURCHASING DIVISION

Proc Folder: 909165			Reason for Modification:
Doc Description: STONE & AGGREGATE 2021 MATERIAL & PICKUP 6621C074			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-21	2021-08-11 13:30	CRFQ 0803 DOT2200000021	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : *Jamarco, LLC dba Valley Stoneyard + Maritime Center*
Address : *360 Valley Road*
Street :
City : *Millwood*
State : *WV* **Country :** **Zip :** *25262*
Principal Contact : *Marc Hatcher*
Vendor Contact Phone: *304-273-5555* **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X *[Signature]* **FEIN#** *822482788* **DATE** *7-22-21*

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

ADDITIONAL INFORMATION**REQUET FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for various sizes and types of Stone, Aggregate, Cinders, and/or Slag for PICK UP F.O.B. from the Vendor's Storage Site ONLY, by WVDOH Forces. Per the bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOH	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOH
PER ATTACHED PRICING PAGE AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions Due by 10:00am	2021-07-29

	Document Phase	Document Description	Page
DOT2200000021	Final	STONE & AGGREGATE 2021 MATERIAL & PICKUP 6621C074	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Attachment A (ATT A) Pricing Page

Stone & Aggregate with Pick Up by WVDOH from Vendor's Storage Site ONLY

Vendor shall provide Storage Site information on ATT B for PICKUP

VENDOR NAME: JAMARCO LLC

2021-2022

		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	\$ 25.75		
B	Class 2 Aggregate	\$ 25.75		
C	Class 10 Aggregate	\$ 25.75		
D	AASHTO #1 Aggregate	\$ 25.75		
E	AASHTO #3 Aggregate	\$ 25.75		
F	AASHTO #4 Aggregate	\$ 26.50		
G	AASHTO #467 Aggregate	\$ 25.75		
H	AASHTO #57 Aggregate	\$ 26.50		
I	AASHTO #67 Aggregate	\$ 26.50		
J	AASHTO #7 Aggregate	N/A		
K	AASHTO #8 Aggregate	\$ 28.25		
L	AASHTO #9 Aggregate	N/A		
M	Stone for Gabions	\$ 28.50		
N	Fine Aggregate	\$ 25.00		
OA	Limestone Standard Abrasives	\$ 25.00		
OB	Sandstone Standard Abrasives	\$ 25.00		
OC	Steel Slage for SRIC	N/A		
PA	Limestone Modified Abrasives	\$ 25.00		
PB	Sandstone Modified Abrasives	\$ 25.00		
Q	Rip Rap	\$ 31.00		
R	Shot Rock	\$ 36.00		
S	AASHTO #8 Modified	N/A		
T	AASHTO #9 Modified	N/A		
U	Pea Gravel	\$ 21.50		
V	#11 Limestone Abrasives	N/A		
W	Quarry Waste	N/A		
Z	Imbricated Stone	N/A		
AA	Cinders	N/A		

6621C074 PICKUP

DESCRIPTIONS (Continued from Page 1)

*New York Marine & General Insurance Company #ML2020MEE00020 50% Participation

*Starstone National Insurance Company #B86664200MAR 50% Participation

Workers Compensation policy includes WV Broad Form Employers Liability and Longshore & Harbor Workers Compensation Act Coverage

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Samarco LLC Address: 360 Valley Road
Millwood, WV 25262

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

Contract Number: 0803 DOT 2200000021 Contract Description: Stone & Agg Mat. & Pickup

Governmental agency awarding contract: WV DOH

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: 7-22-21

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 22 day of July, 2021.

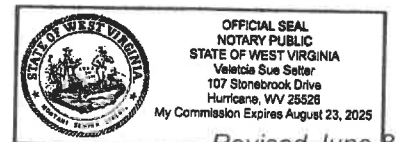
Valencia Sue Setler
Notary Public's Signature

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 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 SIGNATURE:

Vendor's Name: Jamarco, LLC dba Valley Stone yard + Maritime Center

Authorized Signature: [Signature] Date: 7-22-21

State of West Virginia

County of Jackson, to-wit:

Taken, subscribed, and sworn to before me this 22 day of July, 2021.

My Commission expires August 23, 2025.



NOTARY PUBLIC [Signature]

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, U.P. Maritime
(Name, Title)
Marc Hatcher
(Printed Name and Title)
360 Valley Road Millwood, WV 25262
(Address)
304-273-5555 304-273-9588
(Phone Number) / (Fax Number)
marc.hatcher@valley.ncwv.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.

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.

Jamarco, LLC dba Valley Storeyard + Maritime Center
(Company)

Samuel D. Hatcher
(Authorized Signature) (Representative Name, Title)

Samuel D. Hatcher, President
(Printed Name and Title of Authorized Representative)

7-22-21
(Date)

304-273-5555 304-273-9588
(Phone Number) (Fax Number)

**ATTACHMENT B (ATT B) Information Form
Stone & Aggregate Pick Up by WVDOH 6621C074**

Enter your Vendor Name:	
Vendors Phone #, Email Address to contact for placing Orders:	(304)-273-5555 or marc.hatcher@valleyincwv.com
Vendors Phone #, Email Address to contact for Invoices:	(304)-273-5555 or marc.hatcher@valleyincwv.com
Vendors Phone #, Email Address to contact for Payment:	(304)-273-5555 or marc.hatcher@valleyincwv.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	Yager Materials, Battletown, KY 270-497-4191	Valley Stoneyard & Maritime Center
	Mulzer Crushed Stone, Leavenworth, IN 812-739-2929	360 Valley Road, Millwood, WV 25262
	Mulzer Crusher Stone, Charlestown, IN 812-256-3346	304-273-5555
	Mulzer Crushed Stone, Mauckport, IN 812-732-1002	
	Letart Sand & Gravel, Gallipolis Ferry, WV 304-675-7516	
Sandstone		
Blast Furnace Slag		
Steel Slag		
Cinders		

REQUEST FOR QUOTATION
Stone & Aggregate Pickup by Agency

- 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 contract 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 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:** 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 pick up 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 and maintain the Agency with current email addresses, billing/payment addresses, phone numbers, fax numbers, and any changes to the Contract Manager during the life of the contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Marc Hatcher

REQUEST FOR QUOTATION
Stone & Aggregate Pickup by Agency

Telephone Number: 304-273-5555
Fax Number: 304-273-9588
Email Address: marc-hatcher@valley.ncwv.com

Vendor shall inform the Agency in writing of any changes to the information provided above and/or changes to support personnel supplied by the Vendor on ATT B within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.