

Solicitation Response(SR) Dept: 0803 ID: ESR0811210000000894 Ver.: 1 Function: New Phase: Final

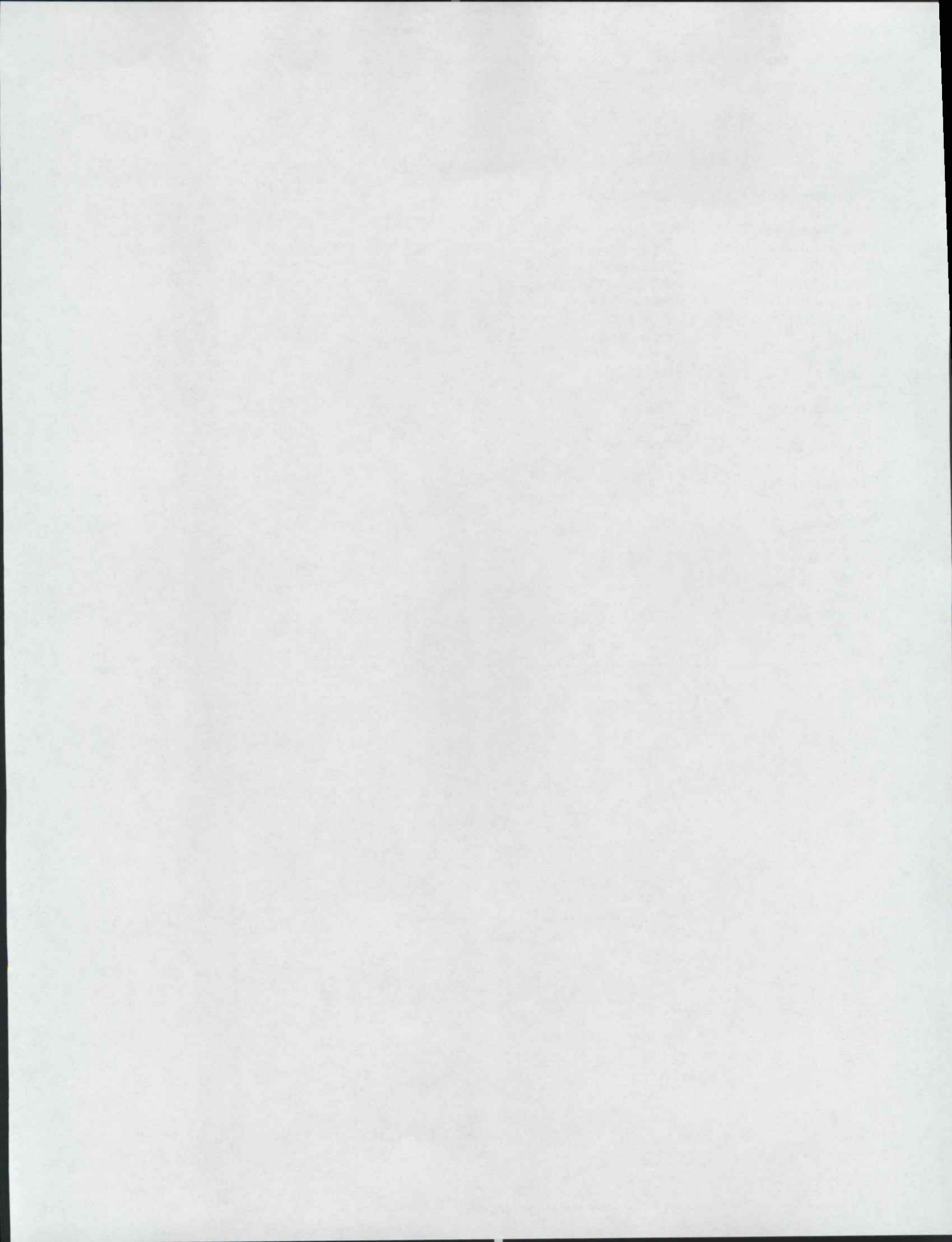
Modified by batch , 08/11/2021

Header 1



General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 909166	SO Doc Code: ARFQ
Procurement Type: Agency Master Agreement	SO Dept: 0803
Vendor ID: 000000199783	SO Doc ID: DOT2200000003
Legal Name: FAIRFAX MATERIALS INC	Published Date: 7/22/21
Alias/DBA:	Close Date: 8/11/21
Total Bid: \$0.00	Close Time: 14:30
Response Date: 08/11/2021	Status: Closed
Response Time: 10:13	Solicitation Description: STONE & AGGREGATE MAT & DEL.TO NON-ESTAB. LOCATION 6621C073
Responded By User ID: Fairfax	Total of Header Attachments: 1
First Name: Gary	Total of All Attachments: 1
Last Name: Hawk	
Email: gary@fmi-us.com	
Phone: 3013348101	





State of West Virginia
Agency Request for Quote

Proc Folder: 909166
 Doc Description: STONE & AGGREGATE MAT & DEL.TO NON-ESTAB. LOCATION 6621C073
 Reason for Modification:
 Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-21	2021-08-11 14:30	ARFQ 0803 DOT2200000003	1

BID RECEIVING LOCATION

FINANCE & ADMINISTRATION
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-220
 1900 KANAWHA BLVD E
 CHARLESTON WV 25302
 US

VENDOR

Vendor Customer Code:

Vendor Name: *Fairfax Materials, Inc.*

Address:

Street: *8490 Garrett Highway*

City: *Oakland*

State: *MD*

Country: *USA*

Zip: *21550*

Principal Contact: *James Eber*

Vendor Contact Phone: *301-334-8101*

Extension: *cell-301-268-7302*

FOR INFORMATION CONTACT THE BUYER

Kristine E James
 304-414-7104
 kristy.e.james@wv.gov

Vendor
 Signature X

James W. Eber

FEIN# *55-0167100*

DATE *8/10/2021*

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

	Document Phase	Document Description	Page 3
DOT2200000003	Final	STONE & AGGREGATE MAT & DEL.TO NON-ESTAB. LOCATION 6621C073	

ADDITIONAL TERMS AND CONDITIONS

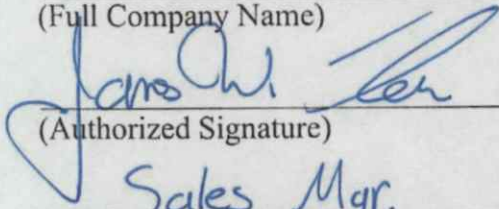
See attached document(s) for additional Terms and Conditions

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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.

Fairfax Materials, Inc.

(Full Company Name)



(Authorized Signature)

Sales Mgr.

(Print or Type Name and Title of Signatory)

301-777-1777

(Phone Number)

301-777-3714

(Fax Number)

jim@aggmgt.com

(Email address)

8/10/21

(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ 0803 DOT2200000003

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 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.

Fairfax Materials, Inc.

Full Company Name

[Signature]

Authorized Signature

8/10/2021

Date

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

REQUEST FOR QUOTATION
Stone & Aggregate with Delivery to Non-Established Locations

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

Contract Manager: James Eber
Telephone Number: 301-268-7302
Fax Number: 301-777-3714
Email Address: jim@aygmgt.com

ATTACHMENT B (ATT B) Information Form
Stone & Aggregate with Delivery by Vendor to NON-Established Locations 6621C073

Enter your Vendor Name:	Fairfax Materials, INC.
Vendors Phone #, Email Address to contact for placing Orders:	paul@fmi-us.com & quinn@fmi-us.com (301)334-8101
Vendors Phone #, Email Address to contact for Invoices:	beth@fmi-us.com (301)334-8101
Vendors Phone #, Email Address to contact for Payment:	beth@fmi-us.com (301)334-8101

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	Fairfax Materials Scherr Quarry	Fairfax Materials Scherr Quarry
	704 Old Scherr RD	704 Old Scherr RD
	New Creek, WV 26743	New Creek, WV 26743
	(301)334-8101	(301)334-8101
	Fairfax Marterials Ours Quarry	Fairfax Marterials Ours Quarry
	1996 Morgantown RD	1996 Morgantown RD
	Petersburg, WV 26847	Petersburg, WV 26847
	(301)334-8101	(301)334-8101
Sandstone		
	Fairfax Materials Thomas Plant	Fairfax Materials Thomas Plant
	25128 Seneca Trails	25128 Seneca Trails
	Thomas, WV 26292	Thomas, WV 26292
	(301)334-8101	(301)334-8101
Blast Furnace Slag		
Steel Slag		
Cinders		

Page is printable on 8.5"x14" paper

Pay Item	PLANT SOURCE NAME: Scherr Quarry		Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:		Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:		Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:		
	Description of Material	Blast Furnace Slag	Steel Slag	Ours Quarry	Thomas Plant	Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag	
A	Class 1 Aggregate			13.15					
B	Class 2 Aggregate			13.15					
C	Class 10 Aggregate			13.15					
D	AASHTO #1 Aggregate								
E	AASHTO #3 Aggregate								
F	AASHTO #4 Aggregate	17.05		17.05					
G	AASHTO #467 Aggregate	17.25		17.25					
H	AASHTO #57 Aggregate	17.05		17.05					
I	AASHTO #67 Aggregate	17.05		17.05					
J	AASHTO #7 Aggregate								
K	AASHTO #8 Aggregate	17.05		17.05					
L	AASHTO #9 Aggregate	20.11		20.11					
M	Stone for Gabions	19.30		19.30					
N	Fine Aggregate				21.55				
OA	Limestone Standard Abrasives	14.50		14.50					
OB	Sandstone Standard Abrasives								
OC	Steel Slag for SRIC								
PA	Limestone Modified Abrasives	17.05		17.05					
PB	Sandstone Modified Abrasives								
Q	Rip Rap	19.50		19.50					
R	Shot Rock	13.60		13.60					
S	AASHTO #8 Modified	17.05		17.05					
T	AASHTO #9 Modified								
U	Pea Gravel								
V	#11 Limestone Abrasives								
W	Quarry Waste	10.25		10.25					
Z	Imbricated Stone	24.70		24.70					
AA	Cinders								
Enter below the Pricing for Haul of Items A-W and AA (Except for Q, R and Z):									
X1	Haul, First Ton-Mile	2.25		2.25					
X2	Haul, Additional Ton-Mile	0.55		0.55					
Enter below the Pricing For Haul of Items Q, R and Z ONLY:									
Y1	Haul, First Ton-Mile	3.25		3.25					
Y2	Haul, Additional Ton-Mile	0.55		0.55					

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Fairfax Materials, Inc. Address: FairFax Materials, Inc.
8490 Garrett Highway
Name of Authorized Agent: James W. Eber Address: Oakland, MD 21550
Contract Number: ARFQ 0803 DOT220000003 Contract Description: Stone; Agg Del. J.O. Non ESTAR
Governmental agency awarding contract: DOT

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: James W. Eber Date Signed: 8/10/21

Notary Verification

State of Maryland, County of Allegany:

Amber L. Hrubochak, 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 10th day of August, 21.

Amber L. Hrubochak
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

AMBER L. HRUBOCHAK
NOTARY PUBLIC
ALLEGANY COUNTY
MARYLAND
Revised June 8, 2018

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: Fairfax Materials, Inc.

Authorized Signature: [Signature] Date: 8/10/2021

State of Maryland

County of Allegany, to-wit:

Taken, subscribed, and sworn to before me this 10th day of August, 2021.

My Commission expires September 30, 2024.

AFFIX SEAL HERE **AMBER L. HRUBOCHAK** NOTARY PUBLIC Allegany County MARYLAND NOTARY PUBLIC [Signature]

Client#: 32334

LAURSAN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2021

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 CBIZ Insurance Svcs., Inc. 44 Baltimore Street Cumberland, MD 21502 301 777-1500	CONTACT NAME: Marla Mayles	
	PHONE (A/C, No, Ext): 301 777-1500 FAX (A/C, No): 855-288-6106 E-MAIL ADDRESS: mmayles@cbiz.com	
INSURED Fair Materials Inc T/A Allegany Concrete PO Box 850 Laurel, MD 20725	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Co of Am.	25674
	INSURER B : Travelers Prop. Cas. Co. of America	25674
	INSURER C : Rockwood Casualty Insurance Company	35505
	INSURER D : RSUI Indemnity Co.	22314
	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"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y6300152L504TIL20	12/31/2020	12/31/2021	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 - COM/PROP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> 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		8101L5541222014G	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP400832014	12/31/2020	12/31/2021	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC695307	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Contr Equipment		Y6300152L504TIL20	12/31/2020	12/31/2021	\$100,000 leased/rented
D	Excess Liability		NHA092475	12/31/2020	12/31/2021	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of West Virginia is included as an Additional Insured where permitted and required by contract.

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia
1900 Kanawha Blvd E Building 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

Edward R. Seward

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