



State of West Virginia
Agency Request for Quote

Proc Folder: 909166			Reason for Modification:
Doc Description: STONE & AGGREGATE MAT & DEL.TO NON-ESTAB. LOCATION 6621C073			
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: Jamarco LLC dba Valley Stone yard & Maritime Center

Address: 360 Valley Road

Street:

City: Millwood, WV

State: WV **Country:** **Zip:** 25262

Principal Contact: Marc Hatcher

Vendor Contact Phone: 304-273-5555 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Kristine E James
 304-414-7104
 kristy.e.james@wv.gov

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

ADDITIONAL INFORMATION

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY

MAKE SURE YOU DOWNLOAD ALL INFORMATION

TERMS AND CONDITIONS-SPECIFICATIONS-INFORMATIONAL ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES-
SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE
PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S
COMPENSATION, AND UNEMPLOYMENT INSURANCE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE, AGGREGATE, CINDERS - MAT.&DEL. TO NON-ESTAB. LOCATION	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

STONE, AGGREGATE, CINDERS - MAT.&DEL. TO NON-ESTAB. LOCATION PER ATTACHED PRICING PAGE AND
INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHINCAL QUESTIONS DUE BY 10:00 AM	2021-07-29

	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

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 dba Valley Stoneyard & 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.

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: 360 Valley Road
Millwood, WV 25262

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

Contract Number: 0803 DOT 220000003 Contract Description: Stone & Agg Mat. + Del. to
Non Est. Loc.

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.

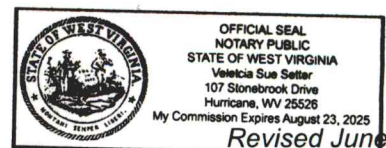
Veletia Sue Setter
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: 0803 DOT 220000003

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.

Jamarco LLC

Full Company Name

[Signature]

Authorized Signature

7-22-21

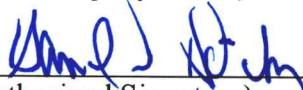
Date

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

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.

Samarco LLC
(Full Company Name)


(Authorized Signature)

Samuel D. Hatcher
(Print or Type Name and Title of Signatory)

304- 273- 5555
(Phone Number)

304- 273- 9588
(Fax Number)

samuel . hatcher @ valley : nc wv . com
(Email address)

7-27-21
(Date)

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

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.

**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 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: Marc Hatcher
Telephone Number: 304-273-5555
Fax Number: 304-273-9588
Email Address: marc.hatcher@valley.ncwr.com

Attachment A (ATT A) Pricing Page 6 VENDOR NAME:

Page is printable on 8.5"x14" paper

PLANT SOURCE Name:

STORAGE SITE(s) City State:

Stone & Aggregate with Delivery by Vendor to I

Pay Item	Description of Material	Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag	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:
A	Class 1 Aggregate						
B	Class 2 Aggregate						
C	Class 10 Aggregate						
D	AASHTO #1 Aggregate						
E	AASHTO #3 Aggregate						
F	AASHTO #4 Aggregate						
G	AASHTO #467 Aggregate						
H	AASHTO #57 Aggregate						
I	AASHTO #67 Aggregate						
J	AASHTO #7 Aggregate						
K	AASHTO #8 Aggregate						
L	AASHTO #9 Aggregate						
M	Stone for Gabions						
N	Fine Aggregate						
OA	Limestone Standard Abrasives						
OB	Sandstone Standard Abrasives						
OC	Steel Slag for SRIC						
PA	Limestone Modified Abrasives						
PB	Sandstone Modified Abrasives						
Q	Rip Rap						
R	Shot Rock						
S	AASHTO #8 Modified						
T	AASHTO #9 Modified						
U	Pea Gravel						
V	#11 Limestone Abrasives						
W	Quarry Waste						
Z	Imbricated Stone						
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						
X2	Haul, Additional Ton-Mile						
Enter below the Pricing For Haul of Items Q, R, and Z ONLY:							
Y1	Haul, First Ton-Mile						
Y2	Haul, Additional Ton-Mile						

PLANT SOURCE Name:

STORAGE SITE(s) City State:

Pay Item	Description of Material	Vendor must indicate the PLANT SOURCE & STORAGE site locations for Pricing below:			
		Yager, Mulzer, Letart			
A	Class 1 Aggregate	Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag	
B	Class 2 Aggregate				
C	Class 10 Aggregate				
D	AASHTO #1 Aggregate				
E	AASHTO #3 Aggregate				
F	AASHTO #4 Aggregate				
G	AASHTO #467 Aggregate				
H	AASHTO #57 Aggregate				
I	AASHTO #67 Aggregate				
J	AASHTO #7 Aggregate				
K	AASHTO #8 Aggregate				
L	AASHTO #9 Aggregate				
M	Stone for Gabions				
N	Fine Aggregate				
OA	Limestone Standard Abrasives				
OB	Sandstone Standard Abrasives				
OC	Steel Slag for SRIC				
PA	Limestone Modified Abrasives				
PB	Sandstone Modified Abrasives				
Q	Rip Rap				
R	Shot Rock				
S	AASHTO #8 Modified				
T	AASHTO #9 Modified				
U	Pea Gravel				
V	#11 Limestone Abrasives				
W	Quarry Waste				
Z	Imbricated Stone				
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	\$	30.00				
X2	Haul, Additional Ton-Mile	\$	2.00				

Enter below the Pricing For Haul of Items Q, R and Z ONLY:

Y1	Haul, First Ton-Mile	\$	30.00				
Y2	Haul, Additional Ton-Mile	\$	2.00				