



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
6614C018

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CRYSTAL RINK
804-558-2306

\*709032718 301-724-2000  
 CUMBERLAND CONCRETE CORP  
 PO BOX 3369  
 LAVALE MD 21504

VENDOR

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

SHIP TO

DATE PRINTED
11/25/2013

BID OPENING DATE: 12/18/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		CY		750-70		
READY-MIX CONCRETE  REQUEST FOR QUOTATION (OPEN-END CONTRACT)  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR READY MIXED PORTLAND CEMENT CONCRETE AND CONTROLLED LOW-STRENGTH MATERIAL (CLSM) PER THE ATTACHED SPECIFICATIONS.  ***** THIS IS THE END OF RFQ 6614C018 ***** TOTAL:						
12/17/13 10:21:46AM West Virginia Purchasing Division						

SIGNATURE	<i>John L. Steiner</i>	TELEPHONE	(301) 724-2000	DATE	12/13/13
TITLE	President	FEIN	52-1356191	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

REQUEST FOR QUOTATION  
6614C018  
Ready Mixed Portland Cement Concrete  
And Controlled Low-Strength Material

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**7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**8. MISCELLANEOUS:**

**8.1 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.

**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:** John G. Steiner

**Telephone Number:** (301) 724-2000

**Fax Number:** (301) 724-6416

**Email Address:** cumberlandconcrete@atlanticbbn.net

Pricing Pages 6614C018  
Exhibit A

Unit Bid Price for Items A through J shall include delivery within five (5) miles of Vendor's Plant.

DISTRICT 5 - Berkeley County, Grant County, Hampshire County, (CY = Cubic Yard)  
Hardy County, Jefferson County, Mineral County and Morgan County

Item	Item Description	Cost per 2-2.99 CY	Cost per 3-3.99 CY	Cost per 4-4.99 CY	Cost per 5 CY & Over
A	Class A Concrete				
B	Class B Concrete	118.00	117.00	117.00	117.00
C	Class C Concrete				
D	Class D Concrete	113.00	112.00	112.00	112.00
E	Class K Concrete				
F	Class H Concrete	150.00	149.00	149.00	149.00
G	Modified Class K Concrete, 8 1/2 Bag Mix, Siliceous Sand	127.00	126.00	126.00	126.00
H	CLSM Type A	99.00	98.00	98.00	98.00
I	CLSM Type B	95.00	94.00	94.00	94.00
J	CLSM Type C	104.00	103.00	103.00	103.00
K	Additional Haul: Vendor may bid either or both options; however, the WVDOH will select the most cost effective option:				
	Option A	1.50	Cost per CY per mile over five (5) miles		
	Option B		Cost per truck load per mile over five (5) miles		
L	Will Class B Concrete, supplied at the price quoted above, contain limestone sand?				
	Yes		see below		
	No		X		
	If Yes, state additional charge to provide Class B Concrete using siliceous sand:				
			Cost per CY		
M	Charge per bag for increased cement content above the target value		8.00	Cost per CY	
N	Admixture:				
	1) Water-reducing set retarder		2.00	Cost per CY	
	2) Water reducer			Cost per CY	
	3) Calcium chloride based accelerator (HE-122 or approved equal _____)		.20	Cost per OZ	
	4) Non-calcium chloride based accelerator (Darex Set accelerator or approved equal _____)		.22	Cost per OZ	
	5) Super plasticizer (Eucon 37 or approved equal _____)		6.00	Cost per CY	
	6) Fiber		7.00	Cost per CY	
	7) Heated Concrete		2.50	Cost per CY	
	8) Ice		.40	Cost per pound	

Pricing Pages (cont.) 6614C018  
 Exhibit A

DISTRICT 5 - Berkeley County, Grant County, Hampshire County, (CY = Cubic Yard)  
 Hardy County, Jefferson County, Mineral County and Morgan County

O	Due to time constraints, the cement may have to be added to the transit mixer at the project site using Division of Highways personnel. Please state any additional charges as follows:			
	1) Cement provided and transported to project site by Vendor	84.00	Cost per CY	
	2) Cement provided by Vendor and transported from the Vendor's plant to project sight by WVDOH	35.00	Cost per CY	
P	Penalty Charge for unloading time in excess of ten (10) minutes per cubic yard.	.80	per truck minute	
Q	Source/Provider/Plant Name	LaVale Plant		
	Physical Address does not get mail*****	*** 61 National Highway LaVale, MD 21502		
R	Is Plant currently certified in accordance with IM-18 as specified in Section 3.2.3 of this contract?			
		YES	X	NO
	If YES, please provide the Certified Plant Code Number: _____			
If NO, a Contract will be issued for this plant; however, an Agency Release will not be issued for material until such time that the plant becomes certified in accordance with IM-18 as specified in Section 3.2.3. Please contact Materials Control, Soils and Testing.				

**NOTE:** According to Section 4.2, if the Vendor is supplying materials from more than one source provider/plant, a separate Pricing Page **MUST** be submitted for each plant, per District.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Cumberland Concrete Corporation  
(Company)

John G. Steiner  
(Authorized Signature)

John G. Steiner, President  
(Representative Name, Title)

(301) 724-2000                      (301) 724-6416  
(Phone Number)                      (Fax Number)

December 13, 2013  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 6614C018**

**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.

Cumberland Concrete Corporation  
 \_\_\_\_\_  
 Company

  
 \_\_\_\_\_  
 John G. Steiner Authorized Signature

December 13, 2013  
 \_\_\_\_\_  
 Date

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



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** 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 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: Cumberland Concrete Corporation

Authorized Signature: *John G. Steiner* Date: 12/16/13  
John G. Steiner, President

State of Maryland

County of Allegany, to-wit:

Taken, subscribed, and sworn to before me this 16<sup>th</sup> day of December, 2013.

My Commission expires 6-10, 2016

AFFIX SEAL HERE

NOTARY PUBLIC *Mary K. Starton*