



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

Solicitation

NUMBER
6613C018

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

VENDOR

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

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
11/30/2012

BID OPENING DATE: 12/19/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	CY		750-70		
READY MIXED PORTLAND CONCRETE 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 TO FURNISH READY MIXED PORTLAND CEMENT CONCRETE AND CONTROLLED LOW-STRENGTH MATERIAL TO DISTRICT 1 THROUGH DISTRICT 10 OF THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6613C018 ***** TOTAL:						
12/12/12 09:42:15 AM West Virginia Purchasing Division						

SIGNATURE John G. Steiner	<i>John G. Steiner</i>	TELEPHONE (301) 724-2000	DATE 12/04/12
TITLE President	FEIN 52-1356191	ADDRESS CHANGES TO BE NOTED ABOVE	

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

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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 Corp.

(Company)

John G. Steiner

(Authorized Signature)

John G. Steiner, President

(Representative Name, Title)

(301) 724-2000 (301) 724-6416

(Phone Number)

(Fax Number)

December 4, 2012

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: 6613C018

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:

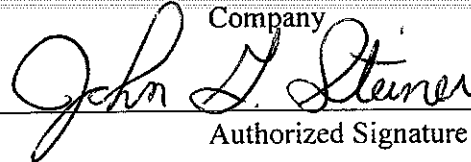
(Check the box next to each addendum received)

- | | |
|---|--|
| <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.

Cumberland Concrete Corporation

Company



Authorized Signature

December 4, 2012

Date

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

Pricing Pages
Exhibit A

6613C018

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	115.00	114.00	114.00	114.00
C	Class C Concrete				
D	Class D Concrete	109.00	108.00	108.00	108.00
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	123.00	122.00	122.00	122.00
H	CLSM Type A	95.00	94.00	94.00	94.00
I	CLSM Type B	91.00	90.00	90.00	90.00
J	CLSM Type C	100.00	99.00	99.00	99.00
K	Additional Haul: Vendor may bid either or both options; however, the WVDOT 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.) 6613C018
 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	80.00	Cost per CY
	2) Cement provided by Vendor and transported from the Vendor's plant to project sight by WVDOH	31.00	Cost per CY
P	Penalty Charge for unloading time in excess of ten (10) minutes per cubic yard.	.75	per truck minute
	Plant Address:	Moorefield, West Virginia	
	Is Plant currently certified in accordance with IM-18 as specified in Section 3.2.3 of this contract?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> 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 plant, a separate Pricing Page **MUST** be submitted for each plant. If separate schedules are not submitted, the plant not appearing on a separate Pricing Page will be disqualified from that Vendor's award. Only **ONE** plant will be accepted per Pricing Page.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Cumberland Concrete Corp

Authorized Signature: John L. Steiner Date: 12/4/12

State of Maryland

County of Allegany, to-wit:

Taken, subscribed, and sworn to before me this 4th day of December, 2012.

My Commission expires 6-10, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC Mary K. Stortor

NOTE: Vendor and Notary's date must be the same. Notary must affix Seal to Affidavit. Purchasing Affidavit (Revised 12/15/09)
Affidavit should be returned with Bid.



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(Authorized Signature)

John G. Steiner, President

(Representative Name, Title)

(301) 724-2000 (301) 724-6416

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(Fax Number)

December 4, 2012

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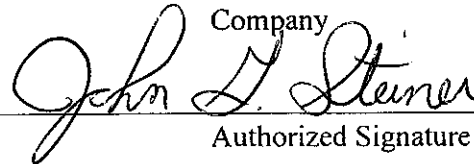
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Pricing Pages (cont.) 6613C018
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	Plant Address:	LaVale, Maryland		
	Is Plant currently certified in accordance with IM-18 as specified in Section 3.2.3 of this contract?			
		<input checked="" type="checkbox"/>	YES	<input type="checkbox"/> 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.			

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"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Cumberland Concrete Corporation

Authorized Signature: John J. Steiner Date: December 4, 2012

State of Maryland

County of Allegheny to-wit:

Taken, subscribed, and sworn to before me this 4th day of December, 2012.

My Commission expires 6-10, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC Mary K. Stanton