



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

Request for Quotation

RFQ NUMBER
RMA70025

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN
304-558-2316

*713134213 608-221-2292
 OSMOSE RAILROAD SERVICES INC
 4546 TOMPKINS DRIVE

VENDOR

MADISON WI 53716

SHIP TO

WV STATE RAIL AUTHORITY
 (DBA) SOUTH BRANCH VALLEY
 RAILROAD
 120 WATER PLANT DRIVE
 MOOREFIELD, WV
 26836 304-538-2305

DATE PRINTED 03/19/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/05/2007		BID OPENING TIME		

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THE ATTACHED SPECIFICATIONS REPLACES THE ORIGINAL SPECIFICATIONS IN IT'S ENTIRETY.						
BID OPENING REMAINS THE SAME						
NO OTHER CHANGES						
0001	1	EA		540-10	\$286,993.00	\$286,993.00
TIMBER BRIDGE TIES						
***** THIS IS THE END OF RFQ RMA70025 *****						TOTAL: \$286,993.00 *
* PLEASE REFER TO THE ATTACHED LIST OF CONTINGENCIES.						

RECEIVED
 2007 APR -5 A 9 10
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	Harry A. Holekamp	TELEPHONE 608/221-2292	DATE 4/4/07
TITLE President	FEIN 36-4502347	ADDRESS CHANGES TO BE NOTED ABOVE	

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



West Virginia State Rail Authority
(DBA) South Branch Valley Railroad

RFQ#: RMA 70025 – Timber Bridge Ties

CONTINGENCIES:

1. Bid is based on CONTRACTOR working a minimum of (5) 10 hour days per week. CONTRACTOR may elect to work weekends.
2. OWNER to provide flagging protection or some other means of positive track protection at no cost to CONTRACTOR.



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

Request for Quotation

RFO NUMBER
RMA70025

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2316

*713134213 608-221-2292
 OSMOSE RAILROAD SERVICES INC
 4546 TOMPKINS DRIVE

MADISON WI 53716

VENDOR

SHIP TO

WV STATE RAIL AUTHORITY
 (DBA) SOUTH BRANCH VALLEY
 RAILROAD
 120 WATER PLANT DRIVE
 MOOREFIELD, WV
 26836 304-538-2305

DATE PRINTED 02/12/2007	TERMS OF SALE 03/21/2007	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE:		BID OPENING TIME		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				MANDATORY PRE-BID MEETING CHANGED		
				FROM: 02/14/2007 @ 10:00 A.M		
				TO: 02/27/2007 @ 10:00 A.M		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 02/28/2007 @ 1:30 P.M		
				TO: 03/21/2007 @ 1:30 P.M		
				NO OTHER CHANGES		
0001	1	EA		540-10		
				TIMBER BRIDGE TIES		
***** THIS IS THE END OF RFQ RMA70025 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
RMA70025

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2316

VENDOR

*713134213 608-221-2292
 OSMOSE RAILROAD SERVICES INC
 4546 TOMPKINS DRIVE

 MADISON WI 53716

SHIP TO

WV STATE RAIL AUTHORITY
 (DBA) SOUTH BRANCH VALLEY
 RAILROAD
 120 WATER PLANT DRIVE
 MOOREFIELD, WV
 26836 304-538-2305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/31/2007				
BID OPENING DATE: 02/28/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		LS		540-10		
<p>TIMBER BRIDGE TIES</p> <p>OPEN END CONTRACT</p> <p>PROVIDE THE REPLACEMENT OF TIMBER BRIDGE TIES ON VARIOUS OPEN-DECK BRIDGES ON ITS SOUTH BRANCH VALLEY RAILROAD (SBVR) FOR THE WEST VIRGINIA RAIL AUTHORITY PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON 02/14/07 AT 10:00 A.M. AT THE SOUTH BRANCH VALLEY RAILROAD STORAGE YARD AT VANDERLIP ADJACENT TO THE U.S. 50 GRADE CROSSING WEST OF ROMNEY. FAILURE TO ATTEND THE THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>I. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFQ NUMBER
RMA70025

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN
304-558-2316

VENDOR

*713134213 608-221-2292
OSMOSE RAILROAD SERVICES INC
4546 TOMPKINS DRIVE

MADISON WI 53716

SHIP TO

WV STATE RAIL AUTHORITY
(DBA) SOUTH BRANCH VALLEY
RAILROAD
120 WATER PLANT DRIVE
MOOREFIELD, WV
26836 304-538-2305

DATE PRINTED 01/31/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/28/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.		
				B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.		
				C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.		
				2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL 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.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER:
RMA70025

PAGE:
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN
304-558-2316

VENDOR

*713134213 608-221-2292
 OSMOSE RAILROAD SERVICES INC
 4546 TOMPKINS DRIVE

 MADISON WI 53716

SHIP TO

WV STATE RAIL AUTHORITY
 (DBA) SOUTH BRANCH VALLEY
 RAILROAD
 120 WATER PLANT DRIVE
 MOOREFIELD, WV
 26836 304-538-2305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/31/2007				

BID OPENING DATE: 02/28/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01 EXHIBIT 5</p> <p>NOTICE TO PROCEED: ALL WORK MUST TO BE COMPLETED BY JUNE 30, 2007.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HAMPSHIRE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
RMA70025

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2316

VENDOR

*713134213 608-221-2292
 OSMOSE RAILROAD SERVICES INC
 4546 TOMPKINS DRIVE

 MADISON WI 53716

SHIP TO

WV STATE RAIL AUTHORITY
 (DBA) SOUTH BRANCH VALLEY
 RAILROAD
 120 WATER PLANT DRIVE
 MOOREFIELD, WV
 26836 304-538-2305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/31/2007				

BID OPENING DATE: **02/28/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
RMA70025

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN
304-558-2316

VENDOR

*713134213 608-221-2292
OSMOSE RAILROAD SERVICES INC
4546 TOMPKINS DRIVE

MADISON WI 53716

SHIP TO

WV STATE RAIL AUTHORITY
(DBA) SOUTH BRANCH VALLEY
RAILROAD
120 WATER PLANT DRIVE
MOOREFIELD, WV
26836 304-538-2305

DATE PRINTED 01/31/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/28/2007 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

PURCHASING CONTINUATION SHEET

Buyer: MA-43	Page 9	Req. or P.O. No.: RMA70025
Spending Unit:		

Vendor: **Osmose Railroad Services, Inc.**

Requisition No.: **RMA70025**

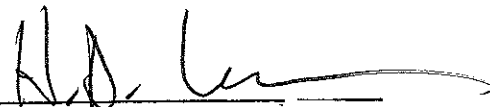
ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 dated 2/12/07
- No. 2 dated 3/12/07
- No. 3 dated 3/19/07
- No. 4 _____
- No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.



Signature **Harry A. Holekamp,**
President

Osmose Railroad Services, Inc.
Company

4/4/07

Date



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

Request for Quotation

RFQ NUMBER
RMA70025

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN
304-558-2316

VENDOR
 *713134213 608-221-2292
OSMOSE RAILROAD SERVICES INC
4546 TOMPKINS DRIVE

MADISON WI 53716

SHIP TO
WV STATE RAIL AUTHORITY
(DBA) SOUTH BRANCH VALLEY
RAILROAD
120 WATER PLANT DRIVE
MOOREFIELD, WV
26836 304-538-2305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/31/2007				

BID OPENING DATE: **02/28/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*** SEE PREVIOUS PAGE **						
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1 						
NO. 2 						
NO. 3 						
NO. 4 						
NO. 5 						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
.....SIGNATURE						
.....COMPANY						
.....DATE						
REV. 11/96						
CONTRACTORS LICENSE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Request for
 Quotation**

RFQ NUMBER
RMA70025

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**MICHAEL AUSTIN
 304-558-2316**

VENDOR

*713134213 608-221-2292
OSMOSE RAILROAD SERVICES INC
4546 TOMPKINS DRIVE

MADISON WI 53716

SHIP TO

WV STATE RAIL AUTHORITY
(DBA) SOUTH BRANCH VALLEY
RAILROAD
120 WATER PLANT DRIVE
MOOREFIELD, WV
26836 304-538-2305

DATE PRINTED 01/31/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/28/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Osmose Railroad Services, Inc.</p> <p>CONTRACTORS LICENSE NO.: WV 037712</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
RMA70025

PAGE
9

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2316

VENDOR

*713134213 608-221-2292
 OSMOSE RAILROAD SERVICES INC
 4546 TOMPKINS DRIVE

 MADISON WI 53716

SHIP TO

WV STATE RAIL AUTHORITY
 (DBA) SOUTH BRANCH VALLEY
 RAILROAD
 120 WATER PLANT DRIVE
 MOOREFIELD, WV
 26836 304-538-2305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/31/2007				
BID OPENING DATE: 02/28/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 43</p> <p>REQ. NO.: RMA70025</p> <p>BID OPENING DATE: 02/28/2007</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 608/221-0618</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFQ NUMBER
RMA70025

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2316

VENDOR

*713134213 608-221-2292
 OSMOSE RAILROAD SERVICES INC
 4546 TOMPKINS DRIVE

 MADISON WI 53716

STATO

WV STATE RAIL AUTHORITY
 (DBA) SOUTH BRANCH VALLEY
 RAILROAD
 120 WATER PLANT DRIVE
 MOOREFIELD, WV
 26836 304-538-2305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/31/2007				

BID OPENING DATE: **02/28/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- Michael J. Tweet, Vice President ----- 608/221-2292 ext: 321 -----						
***** THIS IS THE END OF RFQ RMA70025 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

Addendum No. 3 to RMA 70025 – Bridge Ties on SBVR

NOTE: Due to the numerous changes made since the original RFO, this addendum replaces the original RFO in its entirety. This Addendum also includes answers from questions asked at Mandatory pre-bid held on February 27, 2007.

The scope of work has been reduced from the original RFQ. The project is now the complete replacement of bridge ties and outer timber guard rails on just two bridges.

Bridge 8.5

This bridge is located just north of Graces Cabin Road crossing. It is 75.3 feet long and 20 feet high. Bridge 8.5 is a five span structure consisting of four timber trestle spans and a center span with steel rolled beams. The running rails are 132 RE CWR. There are no inner guard rails. The alignment is tangent.

A total of 67 bridge ties are to be replaced. Of these, 45 are 8"x 8"x 10' ties on the timber spans and 22 are 8"x 9"x 10' ties dapped to fit on the steel span. All timber outer guard rail is to be replaced.

Bridge 15.2

This bridge crosses the South Branch of the Potomac River just south of Romney. It is 997.5 feet long and 25.5 feet high. Bridge 15.2 is a 41 span structure consisting of 19 timber spans and 22 steel spans. The running rails are 133 RE CWR. There are inner guard rails however they are not complete to the ends of the bridge. Approximately 600 feet of the bridge is in a five degree curve with the rest of it tangent.

A total of 847 bridge ties are to be replaced. Of these, 189 are 8"x 8"x 10' ties on the timber spans and 658 are 8"x 8"x 10' ties dapped to fit on the steel spans. All timber outer guard rail is to be replaced. The inner guard rails are to be removed.

Conduct of Work

Bridge Tie Installation: On steel spans, every third tie will be anchored to the top of the girder flanges with new, galvanized ¾" hook bolts, nuts and washers. On timber spans, every third tie will be fastened to each stringer chord with a ¾"x 12" washer head drive spike. No more than 8 to 10 ties may be removed at one time due to the CWR. New ties will be shifted as needed to eliminate bunching that has occurred with the existing ties.

Timber Outer Guard Rail: The outer guard rails shall be placed with the inside edge 48 ½" from the centerline of the track. The timber shall be anchored to each tie with ¾"x 10" washer head drive spikes. The ¾" holes for the drive spikes shall be drilled through the guard rails only and the holes placed in alternate patterns over each tie, three inches (3") inside the edge of the timber. See attached drawing. At the ends of each span, the outer guard rail shall end on the last tie of the span to allow structure expansion and shall not be connected to the backwall or approach tie. Guard rails shall be notched in the field as necessary to clear heads of the hook bolts.

Inner Guard Rail: The inner guard rail on Bridge 15.2 shall be removed and the rail stacked at Vanderlip.

Running Rails: Existing tie plates will be re-used with new ¼" thick solid neoprene (no fabric) tie pads placed between the tie plates and bridge ties. Rails will be spiked to 56 ½" gage with new, 6" cut spikes. They will be spiked to proper alinement without any irregularities in curved or tangent portions. Contractor will be responsible to adjust rail as necessary to eliminate stress that develops as a result of the tie replacement. Spiking pattern will be four spikes per tie plate on Bridge 8.5 and six spikes per plate on Bridge 15.2, as currently on each bridge. Rails will be box anchored to all ties that are fastened to Bridge 15.2. The existing anchors may be reinstalled. Rail anchors are not required on Bridge 8.5.

Train Traffic: The SBVR normally operates freight trains Monday through Friday. These trains will be rescheduled during this project to provide the contractor with an eight-hour window between 10:00 AM and 6:00 PM without train traffic. It must be noted however that sometimes freight trains will run on weekends if required by customers. On Saturday, May 5th, a motorcar group is scheduled to run over the entire railroad. The excursion train operates over Bridge 15.2 on the following dates:

Friday: 5/11

Saturday: 5/5, 5/12, 5/19, 5/26, 6/2, 6/9, 6/16, 6/23, 6/30

Sunday: 5/13, 5/27, 6/17

Monday: 5/28

The contractor must not interfere with the excursion train operation.

Track will be made safe for train operations at the end of each work day, unless otherwise approved by the SBVR.

Safety: The contractor will comply with all safety rules and regulations as required by the Federal Railroad Administration, SBVR and other parties as applicable. An SBVR employee will obtain the necessary work authorities and provide radio communication with the SBVR office.

Inspection: Work will be subject to inspection by the SBVR.

Material Storage: Materials and equipment can be stored at Grace Cabin (MP 8.7) and Vanderlip (MP 16.9). Each location has a double-ended side track for on-track equipment and easy vehicular access.

Clean-Up: Contractor will be responsible for clean up of the work site. All debris and refuse will be removed from SBVR property and disposed of properly. This includes old bridge ties and timbers removed during this project. Old spikes will be placed in piles along the right-of-way and will remain the property of the SBVR.

Payroll: The contractor will use Heavy and Highway Construction Rates as established for Hampshire County. These rates are pursuant to WV Code 21-5A, et, seq. and are available at www.wvsos.com/adlaw/wagerates/heavyhighway06.htm. The contractor will be responsible for submitting certified payrolls to the SRA.

Materials

The contractor will be responsible for providing all materials and transporting them to the work site.

Bridge ties will be Grade 1 Southern Yellow Pine, dense structural 65, creosote pressure-treated to 10# or refusal. Timber outer guard rails shall be 4"x 8" Southern Yellow Pine creosote pressure-treated to 12# or refusal.

The contractor will prepare the dapping plans for ties installed on steel spans of each bridge. These ties will be dapped to at least 1/2" and no more than 1/2" wider than flange width. Timber outer guard rails will be sized to fit all the various spans of each bridge.

The 914 ties for both bridges are divided as follows:

234 – 8"x 8"x 10'-0"

658 – 8"x 8"x 10'-0" (dapped)

22 – 8"x 9"x 10'-0" (dapped)

Completion Date

All work must be completed within 180 days of the date that the purchase order is approved. The cost to the SBVR for the administration of the contract as well as for train delays that will be incurred after that date make it necessary for the WV State Rail Authority to assess liquidated damages against the contractor for each calendar day any work remains uncompleted after that date. The charge will be \$500.00 per day.

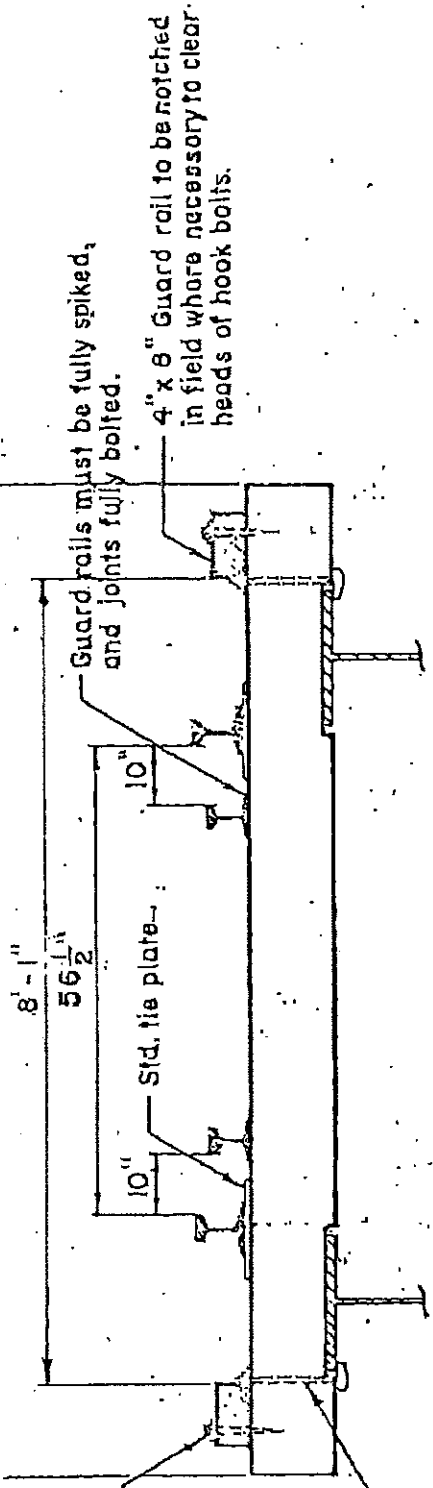
Bidding Requirements

The contractor **MUST** have previous experience in the replacement of railroad bridge decks as described in this project.

The bid must be a total amount that includes all costs associated with this project. The work will be awarded to the lowest qualified bidder.

For beams or girders 6" -

8" x 10" x 10'-0" (Min. Tie Stock)

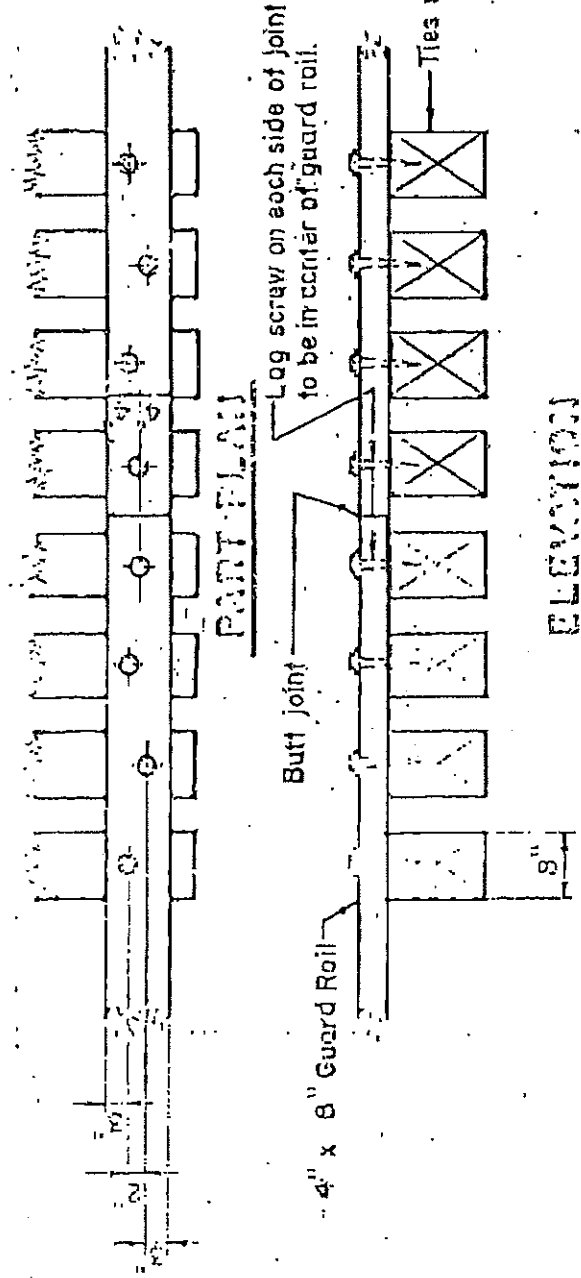


CROSS SECTION

- 3/4" x 8" DRIVE SPIKE OR
- 3/4" x 8" Galv. sealite lag screw each tie.
- 3/4" TIE DOWN BOLT WITH CLIP OR
- 3/4" Galv. sealite hook bolt every 3rd tie.

Guard rails must be fully spiked, and joints fully bolted.

4" x 8" Guard rail to be notched in field where necessary to clear heads of hook bolts.



PART PLAN

ELEVATION

GUARD RAIL DETAILS

TYPICAL DETAILS
BRIDGE TIE INSTALLATION
STEEL BRIDGES

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Executed in Duplicate

KNOW ALL MEN BY THESE PRESENTS, that we, **OSMOSE RAILROAD SERVICES, INC.**
4546 Tompkins Drive, Madison, Wisconsin 53716-3310

as Principal, hereinafter called the Principal, and

LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street, Boston, Massachusetts 02116-5066

a corporation duly organized under the laws of the Commonwealth of Massachusetts as Surety,
hereinafter called the Surety, are held and firmly bound unto

STATE OF WEST VIRGINIA
2019 Washington Street East, Charleston, West Virginia 25311-0130

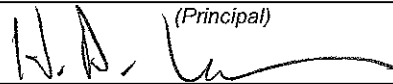
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Amount of Attached Bid-----
----- Dollars (\$----5% of Bid----)
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for: Timber Bridge Ties – RFQ #RMA70025

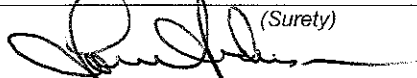
Now, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this 5th day of April, 2007.

OSMOSE RAILROAD SERVICES, INC.

(Principal) (Seal)
By: 
Harry A. Holekamp (Title) President

LIBERTY MUTUAL INSURANCE COMPANY

(Surety) (Seal)
By: 
Lorri Anderson (Title) Attorney-in-Fact

INDIVIDUAL ACKNOWLEDGEMENT

State of New York)
)
County of Erie)

On the _____ day of _____, 20____, before me personally came _____

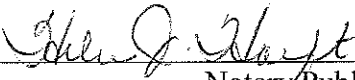
_____, to me known and known to me to be the Individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public

CORPORATE ACKNOWLEDGMENTS

State of Wisconsin)
)
County of Dane)

On the 5th day of April in the year 2007, before me personally came Harry A. Holekamp, to me known, who, being by me duly sworn, did depose and say that he reside(s) in Middleton, Wisconsin; that he is the President of Osmose Railroad Services, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.




Notary Public

SURETY ACKNOWLEDGEMENT

State of New York)
)
County of Erie)

On the 5th day of April in the year 2007, before me personally came Lorri Anderson, to me known, who, being by me duly sworn, did depose and say that she reside(s) in Erie County, New York; that she is the Attorney-in-Fact of the Liberty Mutual Insurance Company, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed her name thereto by like authority.



Notary Public

JACK FULLER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 12/13/08

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

JOHN D. HOFFMAN, SCOTT T. HOFFMAN, ARTHUR W. CRYER, CANDACE J. CASEY, MICHAEL C. TYLWALK, JR., LORRI ANDERSON, CYNTHIA N. SERRA, LAWRENCE DIGIULIO, ANDREW J. TOKASZ, ALL OF THE CITY OF AMHERST, STATE OF NEW YORK

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 ***** DOLLARS (\$ 50,000,000.00 *****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 22nd day of May 2006

LIBERTY MUTUAL INSURANCE COMPANY

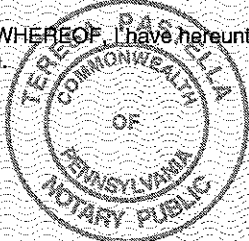
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of May, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Physically Twp., Montgomery County
My Commission Expires Mar. 28, 2012
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 5th day of April, 2007



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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 owned 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 exceed 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.

LICENSING:

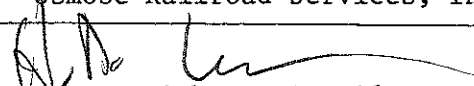
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Osmose Railroad Services, Inc.

Authorized Signature: 
Harry A. Holekamp, President

Date: 4/4/07