



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
RMA900024

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

AUGUST



Application Technology By Design
 Attn: Andrew Friend
 4619 sutley Circle
 Papillion, NE 68133

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
01/13/2009				

BID OPENING DATE: **02/03/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	3	EA		805-81	65,486.16	196,458.48
→	STAND-ALONE	SINGLE-TRACK		AEI SYSTEMS		
<p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA RAIL AUTHORITY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH (3) STAND ALONE SINGLE-TRACK AEI SYSTEMS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 01/23/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT</p>						

RECEIVED
 2009 FEB -3 A 9:47
 PURCHASING DIVISION
 STATE OF WV

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'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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VENDOR

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<p>REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. <u>THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</u></p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BY JUNE 30, 2009. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.</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 HARDY 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</p>						

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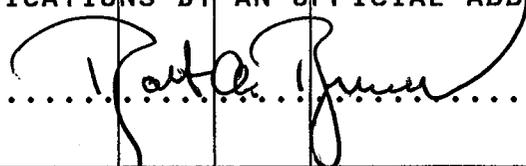
VENDOR

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/96					
	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 TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.					
	VENDOR MUST CLEARLY 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.					
	SIGNATURE					←

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<p>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> <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: KRISTA FERRELL-FILE 21</p>						



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				REQ. NO.: RMA900024		
				BID OPENING DATE: 02/03/2009		
				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>412-531-7104</i>		
				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>ROBERT A. BAUNIER</i>		
				<i>PHONE - 412-531-7101</i>		
				***** THIS IS THE END OF RFQ RMA900024 *****		<i>196,458.48</i>

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REQUEST FOR QUOTATION

The West Virginia Purchasing Division for the agency, The West Virginia State Rail Authority is soliciting bids for three (3) stand-alone single-track AEI systems. Listed below are the three locations and operating characteristics of the AEI Systems:

SBVR AEI Site Location #1

CSXT / SBVR Interchange and ownership separation
Green Spring, West Virginia
Mile Post 0.0
132 lb rail, 0-25MPH
Train movement type - through, stop and go, flat switching, and train building movements
N-39-31-489, W-78-37-287
Direction North – South (North outbound)

SBVR AEI Site Location #2

SBVR Interchange Yard South
Green Springs, West Virginia, Shanholtz Lane crossing
Mile Post 2.33
132 lb rail, 0-25MPH
Train movement type - through, stop and go, flat switching, and train building movements
Direction North – South (North inbound)

SBVR AEI Site Location #3

Moorefield, West Virginia, Harness Road crossing
Mile Post 37.0
132 lb rail, 0-25MPH
Train movement type - through, stop and go movements
N-39-05-084, W-78-57-405
Direction North – South (North outbound)

Each system must be capable of reading and reporting data from any approved AAR TransCore manufactured RFID transponder denoted as an AEI tag.

The SBVR requirement for the proposed AEI sites is that these AEI sites meet the overall requirements of the **AAR Specification S918A**. Listed below is a brief description of this requirement.

In the development of Automatic Equipment Identification (AEI) technology for the Class I railroads and the Railroad Industry the Association of American Railroads (AAR) awarded the technology to Transcore. The Transcore technologies on its own does little more than read and decode the AAR approved rail transponders (tags) and direct the data to a local processor.

To fully exploit this technology, the Class I railroads had to determine and agree on how an AEI system would function and communicate with the host. From functionality perspective the AEI site is required to provide data to populate the AAR standard S-918A data format. In doing so, the proposed AEI sites must have the ability to report not only tag reads but the physical conditions calculated and experienced by the AEI site at the time of the train passing. Add to this the capability to continuously monitor system health and enabling remote diagnostics and you have an AAR approved AEI site.

RRE01 Sequence Number	N 3
RRE02 Equipment Group Code	A 1
RRE03 Owner Code	A 4
RRE04 Owner Equipment Number	N 10
RRE05 Orientation	A 1
RRE06 Reserved	AN 1
RRE07 Axle Conversion Code	A 1
RRE08 Tag Status	A 1
RRE09 Tag Detail Status	A 1
RRE10 Hand Shakes Antenna 0	N 2
RRE11 Hand Shakes Antenna 1	N 2
RRE12 Speed of Vehicle	N 3
RRE13 Axle Count	N 3
RRE14 Platform Count	N 3

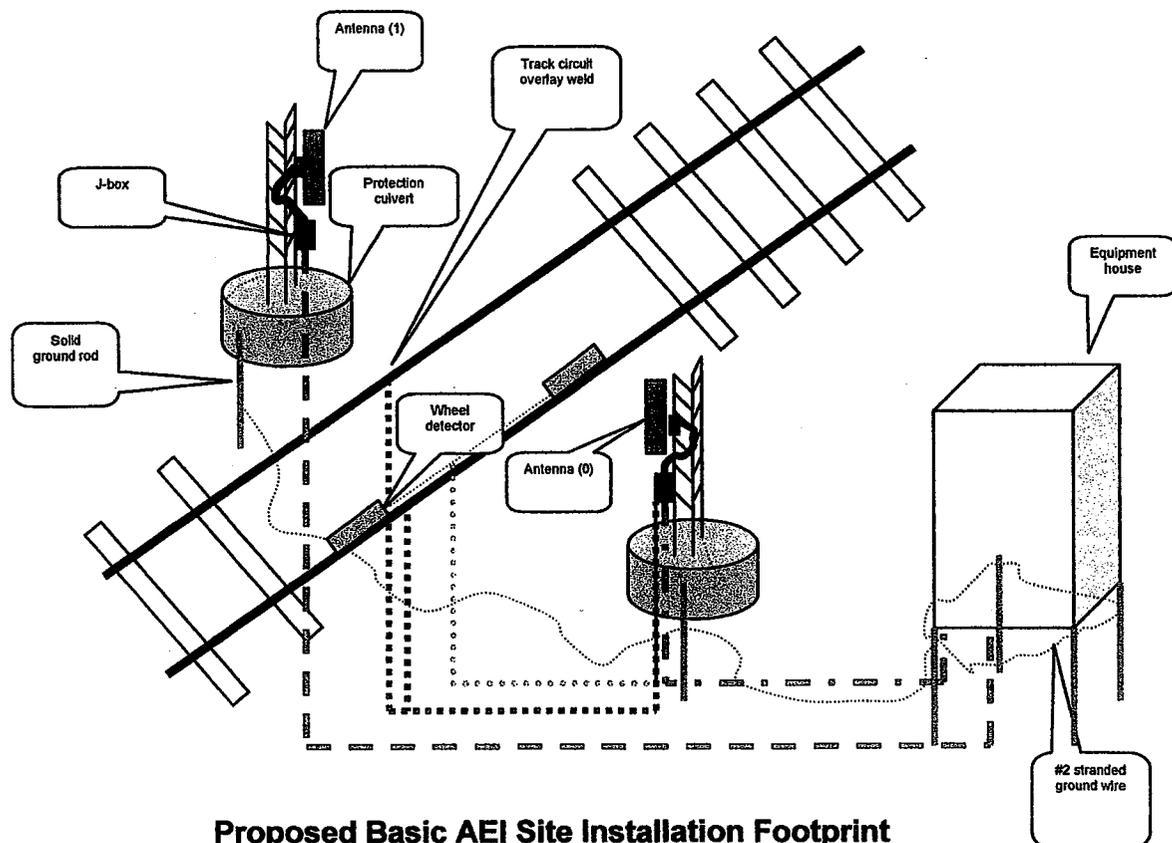
In addition to the message header and equipment record detailed above, the AEI site is capable of detecting and reporting on major health conditions via a separate maintenance message. The self-diagnostic feature monitors the performance of all sub systems. Additional analysis can be calculated based on the equipment records for trend analysis.

Unit Startup	Normal Startup – hard reset	N
General Info.	Informational or diagnostic message	N
Presence Startup	Presence established by SOTC and/or wheel sensors	N
Presence Clear	SOTC clears and/or wheel detectors inactive	N
Modem Connected	Successful connection to host	N
Response Match	Host response matched that expected	N
No Remote Response	No response from host	N
No Response Match	Response received but no match w/ that expected	N
Line Busy	Dialed number busy	N
Data Accepted	Successful transaction with host	N
AC Pwr Restored	AC restored from Failed state	N
No Dial Tone	No dial tone detected by modem	W
No Answer	Dialed number failed to answer	W
Host Time Sync	Synchronized time with that provided in host response	N
Host Time Invalid	Error detected in time provided in host response	N
Record Complete	Consist data processing complete	N
Presence Active	Indicates that a train was present at the time that a maintenance was scheduled to be delivered. Where retries are required mes: be queued only on the first attempt.	W
AC Pwr Off	AC power is off – duration not yet long enough to flag failure.	W
Low Battery	Battery voltage is low – duration not yet long enough to flag fail.	W
AC Arrestor Failure	AC arrestor indicates damaged state.	F
AC Arrestor Restored	AC arrestor indicates recovery from damaged state	F
Low Battery Restored	Battery voltage restored from critical level	F
Low Battery Failure	Battery voltage at critical level for excessive time.	F
AC Pwr Failure	System running on battery, ac power lost	F

Wheel Det Failure	Wheel detector failure – stuck on/off or activity differential from c	F
Antenna Failure	Tags no longer being read by antenna/reader module	F
Modem Com Timeout	Modem failed serial comm.s self test	W
Host Connect Failure	Failed to connect with host after 5 attempts	F
Spontaneous Reboot	Reboot occurred	F
Pres Circuit Restored	Presence circuit has been restored from failed state – stuck on/k	F
Wheel Det Restored	Wheel detector recovered from stuck on condition	W
Wheel Det Warning	Wheel detector showing signs of instability	W
Antenna Fail Warning	Low tag reads from specified Reader	W
AEI Reader Failures	Specified reader not responding to commands	F
AEI Reader Restored	Communications with specified reader restored	F
Pres Circuit Failure	Presence circuit stuck on/off	F

Meeting the AAR standards makes the system interoperable with SBVR connecting carriers. The proposed AEI Systems must have the capability to send data to multiple host computer systems, (CSX) in this case and the SBVR Front End Processor.

Show below is the proposed example of a basic AEI site installation footprint of a single track:



AEI Systems will have the following minimum requirements:

1. System must have minimum operating and performance characteristic of the Southern Technology SmartScan AEI Reader or equivalent.
2. System must be able to handle train speeds up to 30mph.
3. Software algorithms must be able to handle the following car movements over the site - through, stop and go, flat switching and train building movements and in some cases produce two lists listing equipment on both sides of the site when total movement is completed.
4. The AEI system must have the capability to send data to multiple-host computer systems.
5. Provide captured data in "clean list" logic, that is the ability to recognize stops, starts, and reversals in front on the antenna, but only transmitting a single listing of each railcar in the train, in the original direction of the train, past the AEI site.
6. Ability of the system to report all captured data in the standard AAR T-94 format.
7. Ability of the system to handle all standard equipment axle patterns including intermodal.

AEI Systems will include the following hardware or equivalent:

1. Two (2) antennas, mounting and protection hardware for antenna
 2. PTMW - 4x6 Bungalow or equivalent
 3. SmartScan AEI reader/tag decoding hardware of equivalent
 4. Cabling between the antennas and the AEI reader
 5. Tiefenbach or equivalent wheel detectors to determine axle count and train movement
 6. Solid State Overlay Track Circuit (Zepic) to sense train presence
 7. Multi-Tech Modem or equivalent communication device to transmit captured tag data
 8. Surge protection for antennas, commercial power, transducers, and communication devices
-
9. Minimum 24-hour battery backup
 10. Site drawings along with operational, installation, and maintenance manuals, must be included with bid, may be supplied on a CD

AEI Systems Installation Requirements will consist of the following:

1. In order to reduce the overall cost, SBVRR will participate in the overall installation process by being responsible for the following:
 - a) Receiving of equipment
 - b) Delivery of equipment to work sites
 - c) Setting of buildings
 - d) Back hoe (1' bucket, extend-a-hoe, four wheel drive)
 - e) Back hoe operator
 - f) Power and phone to buildings
 - g) Boring of roadbed
 - h) Rock and fill
 - i) Site preparation
 - j) Flag protection
 - k) Access to site location
2. For system installation all bidders should select a qualified installer who has experience in installing AEI Systems, necessary tools, and capability of doing system turn-on, system set up, trouble shooting, and training of SBVRR employees.

BIDDING REQUIREMENTS

This will be bid as lump sum including all mobilization, materials and labor required to meet the above specifications.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

Principal Corporate Seal (Q)
(Name of Principal)
By (S)
(Must be President or Vice President)
(T)
Title
(U)
Surety Corporate Seal (V)
(Name of Surety)
(W)
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

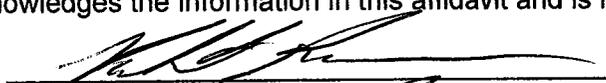
LICENSING:

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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.

Vendor's Name:  Robert Kramer
Authorized Signature:  Date: 2-1-09



KC Pro
 1616 N. Corrington Ave.
 Kansas City, MO 64120
 (816) 245-5280 fax (816)

Robert A. Brunner
 412-531-7101
 4619 Sutley Circle
 Papillion, NE 68133

QUOTE

Customer			
Name	State of West Virginia		
Address	Purchasing Dept. 2019 Washington Street East		
City	PO Box 50130	State WV	ZIP 25305-0130
Phone	Krista Ferrell - 304-558-2596		

Misc	
Date	2/1/2009
Order No.	RMA900024
Rep	RAB
40% w/order, 50% completion, 10% hold back	

Qty	Description	Unit Price	TOTAL
QUOTE FOR AEI SYSTEMS AND SUPPORTING EQUIPMENT			
RFQ Number - RMA900024			
3	Single track, greater than 25mph, high speed AEI system. Meets	\$39,765.50	\$ 119,296.50
3	AAR Specification S918 mounted in a single 4x6 aluminum building		
3	STOC Overlay Track Circuit for Presence		
3	Battery back up & lightning protection		
3	Communication package		
3	Software, firmware package		
3	Remote diagnostic & maintenance capability		
3	Standard Parapanel Antennas		
3	User manual		
3	Calibration, set up, and turn on		
			\$ 119,296.50
3	Installation labor, mobilization, per diem along with cost associated with Bid Bond, Performance Bond, Labor/Material Bond and the associated costs for the Contractors Licence Requirements for the State of WV.	\$23,260.16	\$ 69,780.48
3	Misc. Installation Materials, Connectors and Conduit	\$2,460.50	\$7,381.50
Per RFQ - Prime contractor is responsible for all shipping costs and taxes			
Customer is responsible for all phone, power, buried railroad equipment, flag protection, boring of track, receiving of equipment, delivery of equipment, back hoe, rock, fill, site preparation, setting building, one call, and clean up			

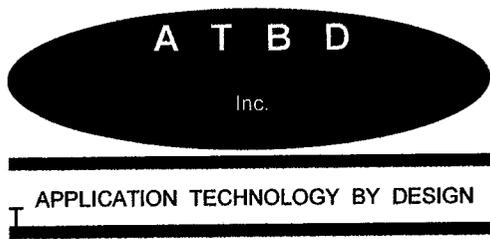
Payment	Check
KC- Pro	
1616 Corrington Ave.	
Kansas City, MO 64120	
Attn. Rob Krammer	

Tax Rate(s)	
TOTAL	\$ 196,458.48

Office Use Only

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KC Pro would like to thank State of West Virginia for the opportunity to have worked together and look forward to a continued successful working relationship.



: State of West Virginia

Ref: RMA900024

Thank you for the great opportunity to bid on this project

KC Pro has a license to work in the State of Kansas but not in West Virginia

I have included in the RMA document the Class A License number from the State of Kansas. We were given only 10 days to purchase all of the books, get them shipped in, study 12 books, fly to West Virginia and take and pass the "Business and Law" as well as the "General Construction" tests. KC Pro however did pass the Business and Law test and was able to registered with the state and tax departments.

KC Pro and ATBD is going to bid on the project knowing that we would have to take and pass the General Construction test in order to work in the state. We hope that you will take this into Consideration when accepting bids

Regards,

Rob Kramer – KC Pro

Bob Brunner - ATBD

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, KC Pro, LLC
of Kansas City, MO, as Principal, and Employers Mutual Casualty
Compan of Des Moines, IA, a corporation organized and existing under the laws of the State of IA
with its principal office in the City of Des Moines, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
West Virginia State Rail Authority #RMA900024

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
3rd day of February, 2009.

Principal Corporate Seal

KC Pro, LLC

(Name of Principal)

By [Signature]

(Must be President or
Vice President)

President

(Title)

Surety Corporate Seal

Employers Mutual Casualty Company

(Name of Surety)

SCHIFMAN, REMLEY & ASSOC., INC.
5201 JOHNSON DR. #500
MISSION, KS 66205
913-831-1777

By: [Signature]

Barbara Talty Attorney-in-Fact

Surety Phone No. 515-280-2511

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.

EMC Insurance Companies

P.O. Box 712 • Des Moines, IA 50306-0712

No. 790679

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

KEVIN D. KALISH, BARBARA TALTY, DEBORAH A. MCCLENDON, GARY A. REMLEY, WILLIAM M. SCHIFMAN, JOYCE A. TENOLD, ROSANNA R. DABLER, INDIVIDUALLY, MISSION, KANSAS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2010 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of February, 2007.

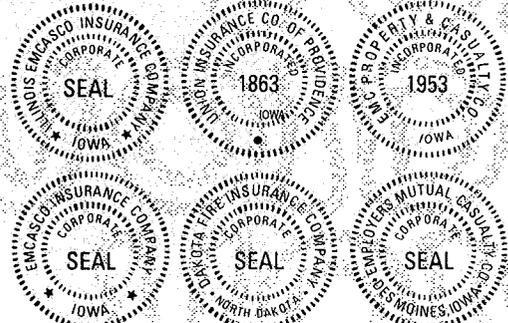
Bruce G. Kelley

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Jeffrey S. Birdsley

Jeffrey S. Birdsley, Assistant Secretary

Seals



On this 1st day of February AD 2007 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires September 30, 2009.

Ruta Krumins

Notary Public in and for the State of Iowa

CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on February 1, 2007 on behalf of Kevin D. Kalish, Barbara Talty, Deborah A. McClendon, Gary A. Remley, William M. Schifman, Joyce A. Tenold, Rosanna R. Dabler are true and correct and are still in full force and effect. Dabler

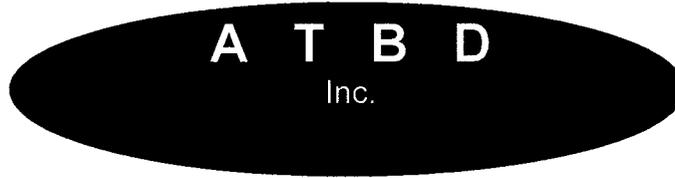
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 3rd day of February, 2009.

David L. Hixenbaugh

Vice-President



&



APPLICATION TECHNOLOGY BY DESIGN

AUTOMATIC EQUIPMENT IDENTIFICATION

“WAYSIDE SITES”

PROPOSAL TO:

STATE OF WEST VIRGINIA

RFQ NUMBER RMA900024

Date: February 1, 2009



12/21/2004

Completed installation of site #1 Selig Road North.

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Basic AEI Site Installation Footprint

Detailed quotation

1.1 Introduction:

1. Due to the Bid Bonds along with the Performance and Labor / Material Bonds associated with this RFQ, KC- Pro out of Kansas City, Missouri will be the prime contractor and utilize ATBD Inc. as a sub-contractor for this project. KC- Pro has been in business for over fifteen years and has the extensive background on installing all types of railroad signaling and communication equipment. KC-Pro is a qualified installer of AEI equipment who has experience in installing AEI Systems, necessary tools, and capability of doing system turn-on, system set up, trouble shooting, and training of SBVRR employees.

ATBD Inc. is a complete solution provider of AEI systems to the American Short Line Railroad Industry and Rail Customers. We provide services from education to **complete turnkey systems and maintenance**. ATBD Inc. with our many years of AEI experience will take time to identify and evaluate the customer requirements and select the appropriate equipment or solution to meet our customer needs. Over the past fifteen years the Class I Railroads have paved the way, bore the expense, and worked to controlled cost of Automatic Equipment Identification (AEI) technology within the rail industry. By working together, encouraging competition within the vendor community, and standardization, the Class I Railroads have successfully developed and implemented AEI at an estimated cost of \$300M. Today there are over 2500 mainline AEI sites in North America and the technology has been implemented worldwide. The experience gained through this North American Railroad effort is available to the Short Line Railroads and Rail Customers.

Application Technology By Design (ATBD Inc.) employees have been involved in every aspect of AEI development since 1990. Their range of experience extends from the successful tagging of equipment to data standardization and AAR representation

KC Pro along with our sub-contractor - ATBD Inc. is pleased to offer the State of West the following Automatic Equipment Identification products and services:

2.1 **Understanding of Requirements:**

The South branch Valley Railroad (SBVR) located in Moorefield, WV. plans to purchase three (3) stand-alone single-track AEI systems. Listed below are the three locations and operating characteristics of the proposed AEI Systems:

SBVR AEI Site Location #1

CSXT / SBVR Interchange and ownership separation
Green Spring, West Virginia
Mile Post 0.0
132 lb rail, 0-25MPH
Train movement type - through, stop and go, flat switching, and train building movements
N-39-31-489, W-78-37-287
Direction North – South (North outbound)

SBVR AEI Site Location #2

SBVR Interchange Yard South
Green Springs, West Virginia, Shanholtz Lane crossing
Mile Post 2.33
132 lb rail, 0-25MPH
Train movement type - through, stop and go, flat switching, and train building movements
Direction North – South (North inbound)

SBVR AEI Site Location #3

Moorefield, West Virginia, Harness Road crossing
Mile Post 37.0
132 lb rail, 0-25MPH
Train movement type - through, stop and go movements
N-39-05-084, W-78-57-405
Direction North – South (North outbound)

ATBD is very interested in working with State of West Virginia as we have with other railroad industries and private properties on the application of AEI Equipment. **The systems we are proposing meet the AAR specification S918A.**
This is of utmost importance that the customer is aware of the features, benefits

and interoperability of the AEI system solutions we are offering. The AMTECH technology on its own does little more than read and decodes the AAR approved rail transponders (tags) and direct the data to a local processor.

To exploit the new technology, the major railroads had to determine and agree on how an AEI system would function and communicate with the host. From functionality perspective the AEI site is required to provide data to populate the AAR standard S-918A data format. In doing so, the AEI site must have the capability to report not only tag reads, but also untagged cars along with the physical conditions calculated and experienced by the AEI site at the time of the train passing. Add to this the capability to continuously monitor system health and enabling remote diagnostics and you have an AAR approved S918A AEI site.

Sub systems required to perform to S-918A standards are:

- Two antennas, one on each side of the track
- AMTECH Radio Frequency reader module
- Central Processor
- Power supply
- Battery back up
- Wheel detector/s
- Wheel detector controller
- Presence detection
- Surge and lightening protection
- Halo grounding
- Communication modem
- Power management
- Meet operational environment specifications -40 +70C

In addition to the message header and equipment record detailed above, the AEI site is capable of detecting and reporting thirty-two (32) health conditions via a separate maintenance message. The self-diagnostic feature monitors the performance of all sub systems. Additional analysis can be calculated based on the equipment records for trend analysis.

Meeting the AAR standards makes the system interoperable with your connecting carriers. Any AEI development the Class I railroads have done is reflected in the operation of your system. All future development is guaranteed to be backward compatible.

2.2 The following is a brief write up of our proposed system:

The propose AEI Systems will meet or exceed your minimum requirements specified in your RFQ:

1. The System proposed is the Southern Technology SmartScan AEI Reader System and is capable of handling train speeds up to 30mph.
2. The software algorithms and system can handle the following car movements over the site - through, stop and go, flat switching and train building movements and in some cases produce two lists listing equipment on both sides of the site when total movement is completed.
3. The AEI system must have the capability to send data to multiple-host computer systems. (RMI in this case, who we have interfaced with in the past)
4. The SmartScan System will provide captured data in “clean list” logic, that is the ability to recognize stops, starts, and reversals in front on the antenna, but only transmitting a single listing of each railcar in the train, in the original direction of the train, past the AEI site.
5. The proposed system will also have the ability to report all captured data in the standard AAR T-94 format.
6. The proposed system will have the ability to handle all standard equipment axle patterns including intermodal.

The proposed AEI Systems will include the following hardware:

1. Two (2) antennas, mounting and protection hardware for antenna
2. PTMW - 4x6 Bungalow
3. SmartScan AEI reader/tag decoding hardware
4. Cabling between the antennas and the AEI Reader
5. Tiefenbach wheel detectors to determine axle count and train movement
6. Sold State Overlay Track Circuit to sense train presence
7. Multi-Tech Modem to transmit captured tag data
8. Surge protection for antennas, commercial power, transducers, and communication devices
9. Minimum 24-hour battery backup
10. Site drawings along with operational, installation, and maintenance manuals, are included with bid, and supplied in the enclosed CD.

2.3 **AEI Systems Installation Requirements will consist of the following:**

Per your RFQ and in order to reduce the overall cost, SBVRR will participate in the overall installation process by being responsible for the following:

- a) Receiving of equipment
- b) Delivery of equipment to work sites
- c) Setting of buildings
- d) Back hoe (1' bucket, extend-a-hoe, four wheel drive)
- e) Back hoe operator

- f) Power and phone to buildings
- g) Boring of roadbed
- h) Rock and fill
- i) Site preparation
- j) Flag protection
- k) Access to site location

KC Pro is a qualified installer who has experience in installing AEI Systems, necessary tools, and capability of doing system turn-on, system set up, trouble shooting, and training of SBVRR employees.

2.4 System Operation

Listed below is an outline of how the SmartScan system operates.

- 1 The 2200-500 Presence Detector starts the process by signaling the 2200-100 Processor when a train is approaching the site.
- 2 The 2200-100 Processor activates the 1200 Reader and initiates the train scanning process.
- 3 As the train moves over the transducers, signals are sent to the 2200-100 Processor that represents wheel transitions (that is, wheels crossing the transducer pairs).
- 4 As the 2200-100 Processor collects wheel-transition records, they are placed into groups representing the rail vehicles that generated them.
These groups of wheel-transition records form the car records.
- 5 As an individual RFID/AEI tag passes the antenna, the 1200 Reader reads the tag, appends a timestamp, and passes the data to the 2200-100 Processor.
Tag-information records are associated with car records based on the tag-record timestamp.
- 6 The presence detector signals the 2200-100 Processor when the train is no longer in range.
- 7 The 2200-100 Processor turns off the 1200 Reader and organizes the train consist based on the wheel-transition data and tag-record data.
- 8 The data collected is stored in the system DRAM for recall later.
- 9 The consist is then forwarded to a host computer through a modem.

ATBD objective is to recommend from our past experience, and working knowledge, is to offer a “**total turnkey solution**”, that will addresses maintenance, data availability, and is inter-operability with connecting railroads. Our goal is to supply

you with a system approach we know will work in this application and provide years of service that State of West Virginia and ATBD Inc. can be proud of.

3.1 Description of Services:

3.1.1 Overall Approach

ATBD Inc. will work closely with SBVR to implement a successful AEI infrastructure that will support current and future automation. Our unique experience and familiarization with host operating systems allows us to determine exactly what is required to support the railroad reporting functions. The type of equipment, software, firm-ware selected, and placement of equipment is critical and only possible with a complete understanding of how the data will be exploited.

ATBD takes a hands-on approach with the implementation of an AEI infrastructure. Customer employees are encouraged to participate in the implementation process to become familiar with the installation and systems being utilized. Customer involvement generates a “buy in” and addresses curiosity and concerns of the new appliances being installed. “Please see attachment section for a drawing of a **Basic AEI Installation Footprint.**”

ATBD’s basic approach is to:

Interview the customer to determine the goal, application, and requirements of the project.

Understand the host operating system and how the data will be used in railroad reporting, plant operation, timeliness, and internal customers.

Envision the typical and non-typical train movements to determine what hardware, firmware, software, and sub-systems will be required.

Provide the facilities required to off load AEI data and integrate it with host operating systems.

Schedule the ordering and installation of equipment.

Educate operating personnel as to the best practices of train operation to enhance the utilization of the AEI infrastructure.

Front End Process AEI data for simple integration into host operating systems.

Support & Service the infrastructure to insure a return on investment.

3.1.2 Vendor's Implementation Methodology – Major Steps:

After award of the project, equipment will be ordered to be built by the selected manufacturer; build times are approximately ten weeks. Equipment is then shipped to customer's location and received by customer. A forklift will be required to off load equipment. Additional equipment may be dropped shipped to customer, which would include some conduit, connections, wire, and sub systems.

Installation will be scheduled no later than seven days after all equipment has been received.

Customer will be required to provide flag protection, locate railroad owned buried equipment, receiving of equipment, secure storage of equipment, access to sites, limestone for antenna culvert fill, power (installers will trench up to 100' to power supply), phone lines, and a designated project manager.

Installation crews work an average ten days on and four days off. A typical installation will require three days with no delays. Customer will have the option to prioritize order of installation.

Installations will be optimized for operation while installation crew is onsite. Communication protocol will be identified and tested before installation process is started. ATBD will work with the customer to determine naming convention and numbering of the sites. Tabled will be built at the Front End Processor to facilitate data management.

3.1.3 References:

ATBD has worked for or with the following:

Mr. Marvin Wells Superintendent General Manager Port Terminal Railroad Assn. Houston, Texas	Mr. Chris Dodge Director Engineering OmniTRAX Denver, CO
Mr. Reilly Mc Carren Chairman Arkansas and Missouri railroad Springdale, Arkansas	Mr. Dennis Campbell Fulton County Railway Atlanta, GA
Mr. Paul Mench CEO SouthernTechnologies Corporation Chattanooga, TN	Mr. Rick Campbell President Railroad Controls Limited Ft Worth, TX
Mr. Mike Wilson CEO 10East Jacksonville, FL	Mr. Karl Knauff President Railcar Management Inc. Atlanta, GA

3.1.4 Pricing:

PLEASE REFER TO SEPARATE DETAILED QUOTATION ATTACHED

4.1.1 Front End Processor: (Optional Service Provided)

ATBD offers a complete Front End Processor service for our customers. The term Front End Processor (FEP) is used to describe the software and firmware necessary to manage the off loading of train data from an AEI site. A FEP consists of a modem bank, a communication manager, data storage, and software to manage connectivity. An AEI site on its own does little for the customer without the ability to reliably off load train data. ATBD offers this service to reduce the initial costs associated with AEI technology and to provide a turnkey solution. On going costs for FEP services are based on a message-by-message scenario. ATBD's FEP work is performed by 10East at their secure facility in Jacksonville, FL. The FEP system is monitored 24/7, has power and communication backup, and has a completely redundant live backup off site. AEI data is processed and forwarded to the host system choice of the customer in a format dictated by the customer (RMI in this case). Additionally the train data is run through a software program to determine the health of the system and to insure the quality of data @ \$.15 per consist message. Separately from the train data, the FEP received maintenance messages from the AEI site on a scheduled basis. These maintenance messages are used to report the condition of the many sub-systems of an AEI site while the scheduled reporting is used as a heart beat monitor.

5.1 Maintenance: (Optional Service Provided)

Maintenance is part of the ongoing costs of AEI system operation. Maintenance can be broken-down into the following four different segments:

A. Data health and quality analysis utilizing train data @ \$.35 per message. Consist messages convey information relative to the condition of the site when a train movement was being processed. The supplementary data is useful in determining what components and sub-systems are having issues during train processing and are used to identify trends and intermittent problems.

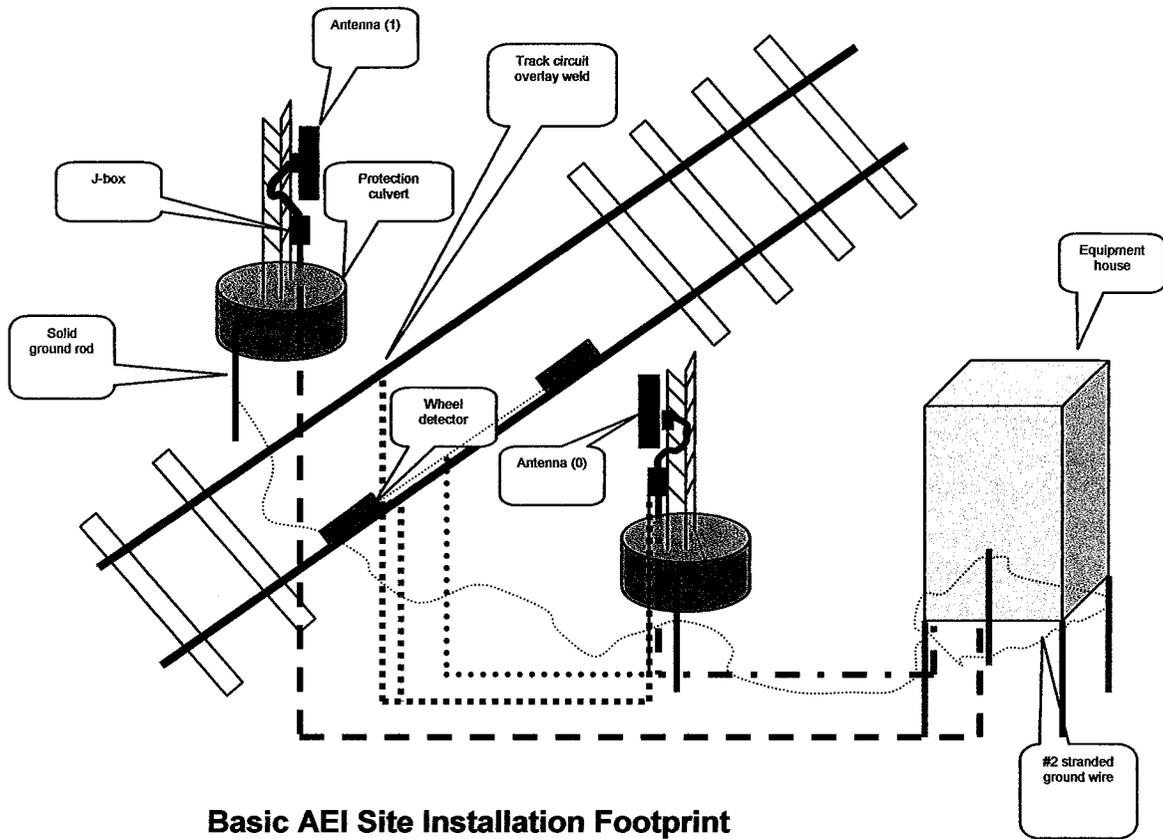
- B. Maintenance message monitoring and system health @ \$.49 per maintenance message. Maintenance messages generated by the site are for heart beat monitoring and provides a facility for the site to report failures. The process of utilizing maintenance messages enables the monitoring of the equipment without train movement. The absence of this information indicates additional problems.
- C. Base rate per site per month for services including technical support, failure notification, web access, trend analysis, configuration management, and site profile database.

NUMBER OF SITES INCLUDED IN CONTRACT	COST PER SITE PER MONTH
1-5	\$350
6-20	\$250
20-100	\$200

D. Labor for onsite service and maintenance can be determined with an understanding of response times. **Note; any response times of less than forty-eight hours would require a dedicated employee.**

5.1.1 Recommended Maintenance Scenario:

Assuming customer participates in the installation process, schedules employees for training, purchases recommended spare parts, and signs up for the maintenance support as itemized above, we feel strongly with proper support customer employees will be able to handle any normal repairs to the system. The exception would be a disaster scenario where the equipment sustained significant damage and would require specialty equipment and/or experience to recover. If required, ATBD can schedule onsite inspections as a preventative maintenance measure, costs not identified.



Basic AEI Site Installation Footprint