



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 6

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 833803

Procurement Type: Central Master Agreement

Vendor ID: 00000202742

Legal Name: QUALITY MACHINE CO INC

Alias/DBA:

Total Bid: \$16,740.00

Response Date: 02/10/2021

Response Time: 9:49

Responded By User ID: QMISTATES

First Name: Lee Anne

Last Name: Watkins

Email: leeanne@qualitymachine.com

SO Doc Code: CRFQ

SO Dept: 0804

SO Doc ID: RMA2100000038

Published Date: 1/27/21

Close Date: 2/10/21

Close Time: 13:00

Status: Closed

Solicitation Description: Open-end Contract for Railroad Tamper Repair

Total of Header Attachments: 6

Total of All Attachments: 6



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Total Bid Amount from Pricing Page	1.00000	EA	16740.000000	16740.00

Comm Code	Manufacturer	Specification	Model #
27120000			

**Commodity Line Comments:** SEE ATTACHMENTS - EXHIBIT A - PRICING PAGE FOR BREAKDOWN OF HYDRAULIC TAMPER REPAIRS

**Extended Description:**

TOTAL Bid Amount from Attached Pricing Page



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

State of West Virginia  
 Centralized Request for Quote  
 Equipment

<b>Proc Folder:</b> 833803		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Open-end Contract for Railroad Tamper Repair			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-01-27	2021-02-10 13:00	CRFQ 0804 RMA2100000038	1

**BID RECEIVING LOCATION**


BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Customer Code: 000000202742  
 Vendor Name: QUALITY MACHINE Co., INC.  
 Address: PO BOX 978  
 Street: 63 QUALITY LANE  
 City: BRIDGEPORT  
 State: WV Country: HARRISON Zip: 26330  
 Principal Contact: CHARLES MARSH  
 Vendor Contact Phone: 304184216229 Extension: N/A

**FOR INFORMATION CONTACT THE BUYER**

Toby L Welch  
 (304) 558-8802  
 toby.l.welch@wv.gov

Vendor Signature X  FEIN# 55-055-3009 DATE 02/10/2021

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division for the Agency, The WV Rail Authority is soliciting bids from qualified vendors to establish a contract for one-time purchase for repairs of a Jackson Model 2400 Hydraulic Tamper, serial number 153550. Due to the estimated quantity of labor hours, this contract will be awarded as an open-end contract for the one-time repairs per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV 26836	MOOREFIELD	WV 26836
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Total Bid Amount from Pricing Page	1.00000	EA	16,740.00	16,740.00

Comm Code	Manufacturer	Specification	Model #
27120000	JACKSON	Hyd. TAMPER	2400

**Extended Description:**  
TOTAL Bid Amount from Attached Pricing Page

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	TECHNICAL QUESTION DEADLINE 4 p.m.	2021-02-03

	Document Phase	Document Description	Page 3
RMA2100000038	Final	Open-end Contract for Railroad Tamper Repair	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

There are No addendums for this solicitation

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

QUALITY MACHINE Co., Inc  
Company

Charles K. Marsh  
Authorized Signature

02/10/2021  
Date

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



STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: QUALITY MACHINE Co., INC.

Authorized Signature: Charles K. Mans Date: 02/10/2021

State of West Virginia

County of Taylor, to-wit:

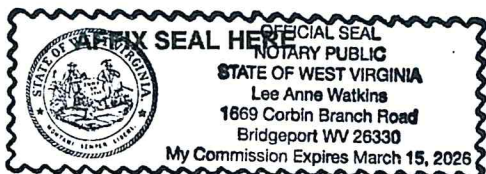
Taken, subscribed, and sworn to before me this 10<sup>th</sup> day of February, 2021.

My Commission expires March 15, 2026.

NOTARY PUBLIC

Lee Anne Watkins

Purchasing Affidavit (Revised 01/19/2018)



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Charles Marsh V. PRES. / OWNER  
(Name, Title)  
SAME  
(Printed Name and Title)  
PO BOX 878 BRIDGEPORT, WV 26330  
(Address)  
304-842-6229 / 304-842-7069  
(Phone Number) / (Fax Number)  
Chuck@qualitymachineinc.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

QUALITY MACHINE Co., INC.  
(Company)  
Charles K. Marsh V. Pres. / Owner  
(Authorized Signature) (Representative Name, Title)  
Charles K. Marsh V. Pres. / OWNER  
(Printed Name and Title of Authorized Representative)  
02/10/2021  
(Date)  
(304-842-6229) (304-842-7069)  
(Phone Number) (Fax Number)



File Home Insert Page Layout Formulas Data Review View Help Acrobat

Clipboard: Paste, Cut, Copy, Format Painter

Font: Calibri, 9, Bold, Italic, Underline, Paragraph, Font Color

Alignment: Left, Center, Right, Indent, Merge & Center

Number: Currency, Percentage, Decimals

Styles: Conditional Formatting, Format as Table

Print Area: X ✓ fx 95

Exhibit A - Pricing Page				
HYDRAULIC TAMPER REPAIRS				
Vendors must complete Exhibit A- Pricing Page in its entirety in legible form and submit with their bid.				
RATE SCHEDULE:				
Section Number	Description Unit of Measure Items 1-2 = Per Hour, Per Person	Hourly Rate	Estimated Quantity	Extended Cost (Hourly Rate x Est Qty)
3.1.1, 3.1.2	Hourly Labor Rate (per person)	\$ 95.00	50	\$ 4,750.00
	Description	One Time Charge	Quantity	Extended Cost
3.1.3	Transportation Cost (Round trip - pick up and delivery)	\$ 6,240.00	1	\$ 6,240.00
	Description	Enter Mark-up Percentage	Estimated Part Cost (Vendor Cost)	Extended Cost (Billed to WV Rail Authority)
3.1.4	Parts/Material Mark-up Percentage	15.00%	\$ 5,000.00	\$ 5,750.00
<b>TOTAL BID AMOUNT</b>				<b>\$ 16,740.00</b>

\*Estimated Quantities and Estimated Part Cost used for evaluation purposes only, actual quantities and parts cost may vary.

# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number: WV054881

Classification:

STEEL ERECTION

QUALITY MACHINE COMPANY  
DBA QUALITY MACHINE COMPANY  
PO BOX 878  
BRIDGEPORT, WV 26330

Date Issued

Expiration Date

APRIL 21, 2020

APRIL 21, 2021

Authorized Company Signature

Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.