



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***. 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*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

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

Procurement Folder: 1020552

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: AMTRAC RAILROAD CONTRACTORS OF MD INC

Alias/DBA:

Total Bid: \$762,600.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0804

SO Doc ID: RMA2200000007

Published Date: 4/26/22

Close Date: 4/27/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 2

Total of All Attachments: 2



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 1020552  
**Solicitation Description:** (Construction) Replace 5000 ties on SBVR & Tamp  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-04-27 13:30	SR 0804 ESR04262200000006695	1

VENDOR
000000177857 AMTRAC RAILROAD CONTRACTORS OF MD INC

**Solicitation Number:** CRFQ 0804 RMA2200000007

**Total Bid:** 762600      **Response Date:** 2022-04-26      **Response Time:** 13:48:10

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Replace 5000 Ties and Tamp	5000.0000	EA	148.000000	740000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Commodity Line Comments:

Extended Description:

Replace 5000 ties and tamp area between MP 22-32 on SBVR

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Additional Gaging	4800.0000	FT	3.500000	16800.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Commodity Line Comments:

Extended Description:

Additional Gaging of 4,800 feet of track

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Additional Tamping - 1 mile	1.00000	MILE	5800.000000	5800.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Commodity Line Comments:

Extended Description:

Continuous tamping of an additional one mile on SBVR

**COMPLETED**

**ADDENDUMS**

**1 THROUGH 4**



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

<b>Proc Folder:</b> 1020552			<b>Reason for Modification:</b> Addendum No. 4 To publish Pre-Bid Sign-in Sheet
<b>Doc Description:</b> (Construction) Replace 5000 ties on SBVR & Tamp			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-04-26	2022-04-27 13:30	CRFQ 0804 RMA2200000007	5

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 00000177847  
**Vendor Name :** Amtrac Railroad Contractors of MD, Inc.  
**Address :** Amtrac Railroad Contractors of MD, Inc.  
**Street :** 9436 Earley Drive  
**City :** Hagerstown  
**State :** Maryland **Country :** USA **Zip :** 21740  
**Principal Contact :** Robert L. Matthews - Vice President  
**Vendor Contact Phone:** 301-797-3730 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

Vendor Signature X  FEIN# 35-1649116 DATE 4/26/2022

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

**ADDITIONAL INFORMATION**

Addendum No. 4

To publish the Pre-Bid Sign-in Sheet, see attached.

Bid opening remains April 27, 2022 at 1:30 pm.

No other changes.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Replace 5000 ties and tamp area between MP 22-32 on SBVR

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging	4800.00000	FT		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Additional Gaging of 4,800 feet of track

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		MOOREFIELD	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Additional Tamping - 1 mile	1.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Continuous tamping of an additional one mile on SBVR

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am	2022-04-14
2	Vendor Technical Questions due by 10:00 am	2022-04-21

	Document Phase	Document Description	Page 4
RMA2200000007	Draft	(Construction) Replace 5000 ties on SBVR & Tamp	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## SOLICITATION NUMBER: CRFQ RMA2200000007

### Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as ("RMA22\*07") to reflect the change(s) identified and described below.

#### Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

#### Description of Modification to Solicitation:

1. To attached pre-bid sign-in sheet, see attached.
2. Bid opening remains 4/27/22 at 1:30 pm
3. No other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## SIGN IN SHEET

Page 1 of 1Request for Proposal No. CRQS RMA 22-7

PLEASE PRINT

Date: 4-14-2022

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>AMTRAC RAILROAD CONTRACTORS</u>	<u>9436 EAGLEY DRIVE</u>	PHONE <u>301-797-3730</u>
Rep: <u>ROBERT MATTHEWS</u>	<u>HAGERSTOWN, MD 21740</u>	TOLL FREE
Email Address: <u>RMATTHEWS@AMTRACMD.COM</u>		FAX <u>301-797-3710</u>
Company: <u>CTW</u>	<u>P.O. Box 69</u>	PHONE <u>804-725-1111</u>
Rep: <u>GEORGE ANDERSON</u>	<u>PORT HAYWOOD VA 23138</u>	TOLL FREE
Email Address: <u>GEORGE@CTW LLC @ AOL.COM</u>		FAX <u>804-725-1065</u>
Company: <u>Rhinchant Railroad</u>	<u>1600 Angleside road</u>	PHONE <u>410-879-1322</u>
Rep: <u>Johnny R Wharton</u>	<u>Fallston, Maryland</u>	TOLL FREE
Email Address: <u>Johnny.w@Rhinchant railroad.com</u>	<u>21047</u>	FAX <u>410-879-1344</u>
Company: <u>Morgan Rail Service</u>	<u>10152 Hedgesville RD</u>	PHONE <u>304-676-0961</u>
Rep: <u>Tim Sauer</u>	<u>Hedgesville WV 25427</u>	TOLL FREE
Email Address: <u>Tim@MorganRailService.com</u>		FAX
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO RMA22\*07**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Amtrac Railroad Contractors of MD, Inc.

Company



Authorized Signature

4/26/2022

Date

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



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

<b>Proc Folder:</b> 1020552			<b>Reason for Modification:</b> Addendum No. 3
<b>Doc Description:</b> (Construction) Replace 5000 ties on SBVR & Tamp			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-04-25	2022-04-27 13:30	CRFQ 0804 RMA2200000007	4

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 00000177857  
**Vendor Name :** Amtrac Railroad Contractors of MD, Inc.  
**Address :** Amtrac Railroad Contractors of MD, Inc.  
**Street :** 9436 Earley Drive  
**City :** Hagerstown  
**State :** Maryland **Country :** USA **Zip :** 21740  
**Principal Contact :** Robert L. Matthews - Vice President  
**Vendor Contact Phone:** 301-797-3730 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

Vendor  
Signature X

**FEIN#** 35-1649116

**DATE** 4/26/2022

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

**ADDITIONAL INFORMATION**

Addendum No. 3

To change commodity line #2 from 1,000 feet to 4,800 feet on the CRFQ, which matches the Exhibit A pricing page the was amended and attached to addendum 2.

Bid opening remains April 27, 2022 at 1:30 pm.

No other changes.

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	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Replace 5000 ties and tamp area between MP 22-32 on SBVR

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	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging	4800.00000	FT		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Additional Gaging of 4,800 feet of track

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	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Additional Tamping - 1 mile	1.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Continuous tamping of an additional one mile on SBVR

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am	2022-04-14
2	Vendor Technical Questions due by 10:00 am	2022-04-21

	Document Phase	Document Description	Page 4
RMA2200000007	Draft	(Construction) Replace 5000 ties on SBVR & Tamp	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## SOLICITATION NUMBER: CRFQ RMA2200000007

### Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("RMA22\*07") to reflect the change(s) identified and described below.

#### Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☒ Other

#### Description of Modification to Solicitation:

1. To change Commodity Line 2 from 1,000 feet to read 4,800 feet, which matches the Exhibit A pricing page that was amended and attached to addendum 2.
2. Bid opening remains 4/27/22 at 1:30 pm
3. No other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

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2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ RMA22\*07**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Amtrac Railroad Contractors of MD, Inc.

Company



Authorized Signature

4/22/2022

Date

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



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

<b>Proc Folder:</b> 1020552			<b>Reason for Modification:</b> Addendum No. 2 To respond to vendor questions, to attach revised "Exhibit A" pricing page, see attached.
<b>Doc Description:</b> (Construction) Replace 5000 ties on SBVR & Tamp			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-04-22	2022-04-27 13:30	CRFQ 0804 RMA2200000007	3

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 00000177857  
**Vendor Name :** Amtrac Railroad Contractors of MD, Inc.  
**Address :** Amtrac Railroad Contractors of MD, Inc.  
**Street :** 9436 Earley Drive  
**City :** Hagerstown  
**State :** Maryland **Country :** USA **Zip :** 15089  
**Principal Contact :** Robert L. Matthews - Vice President  
**Vendor Contact Phone:** 301-797-3730 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

Vendor  
Signature X 

FEIN# 35-1649116

DATE 4/26/2022

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

**ADDITIONAL INFORMATION**

Addendum No. 2

To respond to vendor questions, see attached.

To attach revised "Exhibit A" pricing page, see attached.

Bid opening remains April 27, 2022 at 1:30 pm.

No other changes.

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		MOOREFIELD	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Replace 5000 ties and tamp area between MP 22-32 on SBVR

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		MOOREFIELD	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging	1000.00000	FT		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Additional Gaging of 1000 feet of track

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	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Additional Tamping - 1 mile	1.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Continuous tamping of an additional one mile on SBVR

SCHEDULE OF EVENTS
--------------------

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am	2022-04-14
2	Vendor Technical Questions due by 10:00 am	2022-04-21

	Document Phase	Document Description	Page 4
RMA2200000007	Draft	(Construction) Replace 5000 ties on SBVR & Tamp	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **SOLICITATION NUMBER: CRFQ RMA2200000007**

### **Addendum Number: 2**

The purpose of this addendum is to modify the solicitation identified as ("RMA22\*07") to reflect the change(s) identified and described below.

#### **Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☒ Other

#### **Description of Modification to Solicitation:**

1. To attached revised "Exhibit A" – pricing page, see attached.
2. To respond to vendor questions, see attached.
4. Bid opening remains 4/27/22 at 1:30 pm
5. No other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### **Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## **CRFQ RMA22\*07 Ties and Tamping on SBVR**

### **Questions and Responses**

**Q1.** If the tie supplier delivers ties by rail, we are assuming they will take the ties to Green Spring WV by CSX. Once in Green Spring, will the SBVR pickup and deliver the railcars on the project to a siding? At the bridge siding at MP 31.8? We are assuming the SBVR will pickup the cars and return them to Green Spring.

**A1.** If ties are delivered by rail, yes, they will be delivered to Green Spring by CSX. The SBVR crews will pick up the cars and deliver them to MP 31.8 siding. It will be the contractor's responsibility to unload the ties from the railcar and spread the ties to the proper location. When the cars are empty, the SBVR will deliver back to our interchange at Green Spring for pickup by CSXT.

**Q2.** Approximately what time of day does the one train run through the work area Monday through Thursday?

**A2.** The average time would be between 1130 and 1230 each day.

**Q3.** Will the siding at Sector and siding at the Sycamore bridge be two of the best clear up locations? If not, where would be the best clear up location.

**A3.** The siding at Sector (MP 25.5) and the Siding at Sycamore Bridge (MP 31.8) would be the best place to clear up.

**A4.** Will the contractor be permitted to work more than 10 hours per day with the provided flagger?

**A.** Yes

**Q5.** On the cost sheet, it gives an estimate of 1000 feet of additional gaging. Is there any update to this estimate? Will the additional gaging be marked in the field?

**A5.** An actual measurement was taken of additional gaging and the amount is 4,800 feet and will be clearly marked in the field. Updated cost sheet is attached.

**Q6.** What are the Material Specifications?

**A6.** Exhibit B was accidentally left off the original posting of this job. It was later sent as addendum, and this is answered in the Exhibit.

**Q7.** Who will supply and install the Ballast?

**A7.** See answer 6

**Q8.** What is the Train Schedule within the work area?

**A8.** See answer 6

**Q9.** There appear to be 4 private and 5 public crossings in the work area. What is the procedure for surfacing through these crossings?

**A9.** See answer 6

**Q10.** What is the average raise for the surfacing unit?

**A10.** See answer 6

**Q11.** There appears to be 4 Turnouts in the work area. What is the procedure for surfacing through these Turnouts?

**A11.** See answer 6

**Q12.** Who provides flagging?

**A12.** See answer 6

**Exhibit "A"**  
**Price Sheet**

<b>Replace Crossties and Surface on the SBVR</b>					
<b>Line</b>	<b>Description</b>	<b>Unit of</b>	<b>Unit</b>	<b>Quantity</b>	<b>Extended</b>
<b>Item</b>	<b>Replace Crossties and Surfacing on SBVR</b>	<b>Measure</b>	<b>Cost</b>	<b>Needed</b>	<b>Cost</b>
<b>1.1.1</b>	<b>Replace 5,000 crossties between MP 22.0 and MP32.0</b>	<b>Each</b>	<b>0.00</b>	<b>5,000</b>	<b>0.00</b>
	<b>(This includes tamping of this area)</b>				
<b>1.1.2</b>	<b>Additonal Gaging between MP 22.0 &amp; MP 32.0</b>	<b>Per Ft</b>	<b>0.00</b>	<b>4,800</b>	<b>0.00</b>
<b>1.1.4</b>	<b>Continual Surfacing between 38.2-39.2</b>	<b>Per Mile</b>	<b>0.00</b>	<b>1</b>	<b>0.00</b>
				<b>Total Bid</b>	<b>Amount: 0.00</b>

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO RMA22\*07**

**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.

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**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Amtrac Railroad Contractors of MD, Inc.

Company



Authorized Signature

4/26/2022

Date

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



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

Proc Folder: 1020552

Doc Description: RMA22033 - Replace 5000 ties on SBVR & Tamp

Reason for Modification:

Addendum No. 1  
To add Exhibit B - Project Plans  
that were inadvertently omitted.

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-05	2022-04-27 13:30	CRFQ 0804 RMA2200000007	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 00000177857

Vendor Name : Amtrac Railroad Contractors of MD, Inc.

Address : Amtrac Railroad Contractors of MD, Inc.

Street : 9436 Earley Drive

City : Hagerstown

State : Maryland

Country : USA

Zip : 21740

Principal Contact : Robert L. Matthews - Vice President

Vendor Contact Phone: 301-797-3730

Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

Vendor  
Signature X

FEIN# 35-1649116

DATE 4/26/2022

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

**ADDITIONAL INFORMATION**

Addendum No. 1

To attach Exhibit B - Project Plans that were inadvertently omitted from the original solicitation. See attached.

Mandatory Pre-bid meeting remains April 14, 2022 at 10:30 am

Vendor technical questions due by April 21, 2022 at 10:00 am.

Bid opening remains April 27, 2022 at 1:30 pm.

No other changes.

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	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Replace 5000 ties and tamp area between MP 22-32 on SBVR

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	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging	1000.00000	FT		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Additional Gaging of 1000 feet of track

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	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Additional Tamping - 1 mile	1.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Continuous tamping of an additional one mile on SBVR

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am	2022-04-14
2	Vendor Technical Questions due by 10:00 am	2022-04-21

	Document Phase	Document Description	Page
			4
RMA2200000007	Draft	RMA22033 - Replace 5000 ties on SBVR & Tamp	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## SOLICITATION NUMBER: CRFQ RMA2200000007

### Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("RMA22\*07") to reflect the change(s) identified and described below.

#### Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

#### Description of Modification to Solicitation:

1. To attached Exhibit B – Project Plans, see attached.
2. Pre-bid meeting remains 4/14/22 at 10:30 am
3. Vendor questions due 4/21/22 at 10:00 am
4. Bid opening remains 4/27/22 at 1:30 pm
5. No other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**REQUEST FOR QUOTATION – CRFQ RMA22\*07**  
**Replace Crossties and Surfacing on the South Branch Valley Railroad**

---

**EXHIBIT B – PROJECT PLANS**

**1. GENERAL REQUIREMENTS:**

**1.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below. All materials and workmanship shall meet the AREMA Manual for Railway Engineering's standards.

**1.1.1 Replace 5,000 crossties** between MP 22.0 and MP 32.0 where ties are replaced will be surfaced according to tamping and final surfacing instructions below. During installation, ties will be installed firmly against the rail without humping. As long as they are firm, no tamping will be required during change out. Tamping will then be completed as production tamping once the change out is complete, and the start of production tamping will be coordinated with the SBVR. SBVR will spread ballast after tie installation so production tamping will need to be scheduled no sooner than one month after the completion of tie installation to allow time for ballast to be spread as required.

**1.1.1.1** Ties will be handled in accordance with specifications in the AREMA Manual for Railway Engineering to avoid damage. The vendor will replace only those ties marked for replacement by the SBVR. The vendor will remove and dispose of old ties. Ties must be stacked clear of tracks and must not be stacked on property other than SBVR right-of-way.

**1.1.2 Spiking of Ties – Gaging Additional Ties**

**1.1.2.1** New ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. 1,000 additional feet of gaging will be marked in the field.

**1.1.2.2** All ties replaced or respiked will have new spikes. Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Ties on tangents will get four spikes per tie and ties in curves will get six spikes per tie or eight spikes per tie depending on the curvatures as illustrated in Attachment A. The correct spiking pattern will be used on all new ties and any adjacent ties that are respiked to correct gage. Track maps showing curvature are shown in Attachment B.

**REQUEST FOR QUOTATION – CRFQ RMA22\*07**  
**Replace Crossties and Surfacing on the South Branch Valley Railroad**

---

**1.1.3 Rail Anchors**

1.1.3.1 All rail anchors will be reapplied in the existing location and properly fitted against ties. SBVR will provide anchors for any missing anchors as required.

**1.1.4 Final Surfacing, Alinement and Ballast Regulation – 10 miles where ties are installed and an additional one mile of surfacing between MP 38.2 and 39.2** Tamping will be coordinated with the SBVR after ties are installed to allow SBVR time to spread stone. At least 30 days between the end of the tie installation before tamping will begin.

1.1.4.1 Vendor will use production tamper with computer alinement control to restore proper surface to the entire track and establish best fit for curves including appropriate spirals per AREMA Specifications. The degree of curvature is listed on attached track charts. Tamping of curves will be set for 15 MPH speeds. Surfacing will taper into bridges. Between MP 22-32 there are five bridges at MP 23, 23.2, 25.5, 26.8 and 31.7. Between 38.2 and 39.2 there are zero bridges.

1.1.4.2 Between MP 22-32 and MP 38.2- 39.2 all crossings will be tamped into and out of.

1.1.4.3 When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the sidetrack to ensure uniform surface through the turnout. There are 2- #10 turnouts between MP 22-32 and 3 -#10 turnouts between MP 38.2 and 39.2

1.1.4.4 The condition of the track needs to be restored to vertical evenness or smoothness with a minimum of two insertions for each tie.

1.1.4.5 A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. SBVR will provide and place any additional ballast where it may be needed after surfacing. Production tamping includes regulating and brooming. Care shall be used to prevent ballast from entering existing ditch lines. Any excess ballast placed in ditch lines during tamping, regulating or brooming operations shall be removed by the Contractor at his expense.

**REQUEST FOR QUOTATION – CRFQ RMA22\*07**  
**Replace Crossties and Surfacing on the South Branch Valley Railroad**

---

**1.2 Miscellaneous Information**

**1.2.1** An SBVR employee will provide protection. The SBVR will assure vendor has proper protection at no cost to the vendor.

**1.2.2 Clarification** of work schedule: Freight trains normally run once per day Monday-Thursday. The excursion train will start May 1 and runs on Saturdays and Sundays and with a 1:00 pm departure running from Romney to Moorefield (MP14.5 – 32.0) and back. Exception is the last Saturday of every month with a 10:00 departure running from Romney to Petersburg (MP 14.5 – 51.2) and back. Excursion trains run every day in October, do not plan on any work during this month.

**1.3 Materials – Vendor will be responsible for all materials. All materials must meet AREMA specifications.**

**1.3.1** Vendor will provide new ties, tie plugs and spikes and will transport them to the work site. Ties will be new 7" x 9" x 8'6" Grade 5 ties (an 80/20 mix is acceptable – 80% 7" x 9" and 20% 7" x 8"). The specifications set forth in Chapter 3 of the AREMA specifications will govern. The ties will be 100% end-plated, mixed hardwoods and oak, creosote pressure treated to 7# retention.

**1.3.2** Vendor will provide treated wooden tie plugs or tie plug compound, either is acceptable. Spikes will be 6" cut track spikes per AREMA specifications. Tie plates will be provided by the SBVR where existing tie plates are defective or missing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO RMA22\*07**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Amtrac Railroad Contractors of MD, Inc.

Company



Authorized Signature

4/26/2022

Date

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

**COMPLETED**

**BID**

**DOCUMENTS**



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

<b>Proc Folder:</b> 1020552			<b>Reason for Modification:</b> Addendum No. 4 To publish Pre-Bid Sign-in Sheet
<b>Doc Description:</b> (Construction) Replace 5000 ties on SBVR & Tamp			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-04-26	2022-04-27 13:30	CRFQ 0804 RMA2200000007	5

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 00000177847  
**Vendor Name :** Amtrac Railroad Contractors of MD, Inc.  
**Address :** Amtrac Railroad Contractors of MD, Inc.  
**Street :** 9436 Earley Drive  
**City :** Hagerstown  
**State :** Maryland **Country :** USA **Zip :** 21740  
**Principal Contact :** Robert L. Matthews - Vice President  
**Vendor Contact Phone:** 301-797-3730 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

Vendor  
Signature X

FEIN# 35-1649116

DATE 4/26/2022

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

**ADDITIONAL INFORMATION**

Addendum No. 4

To publish the Pre-Bid Sign-in Sheet, see attached.

Bid opening remains April 27, 2022 at 1:30 pm.

No other changes.

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		MOOREFIELD		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp	5000.00000	EA	\$148.00	\$740,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Replace 5000 ties and tamp area between MP 22-32 on SBVR

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		MOOREFIELD		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging	4800.00000	FT	\$ 3.50	\$ 16,800.00

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Additional Gaging of 4,800 feet of track

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		MOOREFIELD	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Additional Tamping - 1 mile	1.00000	MILE	\$5,800.00	\$ 5,800.00

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Continuous tamping of an additional one mile on SBVR

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am	2022-04-14
2	Vendor Technical Questions due by 10:00 am	2022-04-21

	Document Phase	Document Description	Page
			4
RMA2200000007	Final	(Construction) Replace 5000 ties on SBVR & Tamp	\$762,600.00

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**Exhibit "A"**  
**Price Sheet**

<b>Replace Crossties and Surface on the SBVR</b>					
<b>Line</b>	<b>Description</b>	<b>Unit of</b>	<b>Unit</b>	<b>Quantity</b>	<b>Extended</b>
<b>Item</b>	<b>Replace Crossties and Surfacing on SBVR</b>	<b>Measure</b>	<b>Cost</b>	<b>Needed</b>	<b>Cost</b>
<b>1.1.1</b>	<b>Replace 5,000 crossties between MP 22.0 and MP32.0</b>	<b>Each</b>	<b>148.00</b>	<b>5,000</b>	<b>740,000.00</b>
	<b>(This includes tamping of this area)</b>				
<b>1.1.2</b>	<b>Additonal Gaging between MP 22.0 &amp; MP 32.0</b>	<b>Per Ft</b>	<b>3.50</b>	<b>4,800</b>	<b>16,800.00</b>
<b>1.1.4</b>	<b>Continual Surfacing between 38.2-39.2</b>	<b>Per Mile</b>	<b>5,800.00</b>	<b>1</b>	<b>5,800.00</b>
			<b>Total Bid    Amount: \$762,600.00</b>		

WV State Rail  
Authority (SRA)  
Agency  
REQ.P.O# CRFQ - RMA  
No: 2200000007

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Amtrac Railroad Contractors of Maryland, Inc  
of 9436 Earley Drive, Hagerstown, MD 21740, as Principal, and Ohio Farmers Insurance  
Company of 1 Park Cir/PO Box 5001 Westfield Ctr, OH, a corporation organized and existing under the laws of the State of OHIO  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligor, in the penal sum of Five Percent of Total 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  
Solicitation No.: CRFQ RMA2200000007

Replace 5,000 Ties on SBVR & Tamp

**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 Obligor may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 27th day of APRIL, 2022.

Principal Seal

Amtrac Railroad Contractors of Maryland, Inc.

(Name of Principal)

By   
(Must be President, Vice President, or  
Duly Authorized Agent)

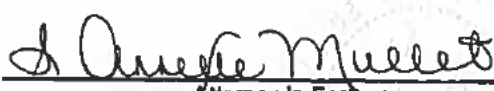
Jacqueline L. Manzini, President

(Title)

Surety Seal

Ohio Farmers Insurance Company

(Name of Surety)



S. Annette Mullet, Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 1303532 04

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
S. ANNETTE MULLET

of WESTFIELD and State of IN Its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-In-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

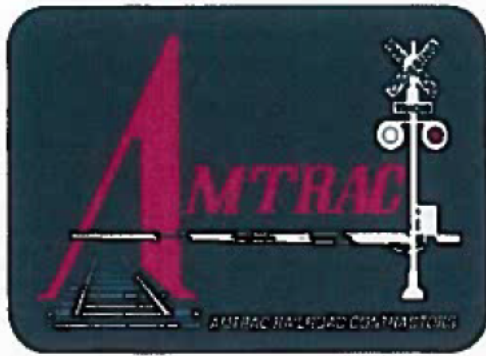
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of  
A.D., 2022.

APRIL



Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)



9436 EARLEY DR. • HAGERSTOWN, MD 21740-1737

PHONE: 301-797-3730 • FAX: 301-797-3740

**April 5, 2022**

**TO: State of WV Purchasing Division**

**RE: Certified Drug-Free Workplace Report**

**To all concerned,**

**Amtrac Railroad Contractors of Maryland, Inc., an entity whose primary mission is the building and maintenance of railroad track and its components, is under the jurisdiction of the Dept. of Transportation under the Federal Railroad Administration's Control of Alcohol and Drug Use, 49 CFR, Part 219.**

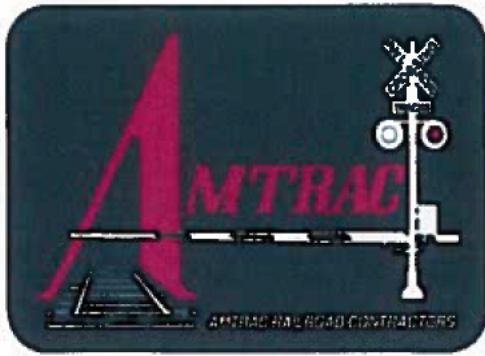
**Attached is our approved plan from the FRA which includes all specifications and instructions to be compliant, ensuring Amtrac's efforts to maintain a drug-free workplace.**

**Our 3<sup>rd</sup> Party TPA, Integrity Testing, utilizes CLINICAL REFERENCE LABORATORY, 8433 Quivra RD  
Lenexa, KS 66215  
913-4923652**

**Our average number of employees averages approx. 35 at any given time.**

**From 4/1/2020 to today, 4/5/2022, the following tests were performed in the following categories:**

<b>1. Pre-employment</b>	<b>23</b>
<b>2. Random Drug and Alcohol</b>	<b>53</b>
<b>3. Reasonable Suspicion</b>	<b>1</b>
<b>4. Follow up</b>	<b>9</b>
<b>5. Return to work</b>	<b>1</b>



9436 EARLEY DR. \* HAGERSTOWN, MD 21740-1737

PHONE: 301-797-3730 \* FAX: 301-797-3740

***Attached is the 49 CFR plan that is FRA/DOT approved.***

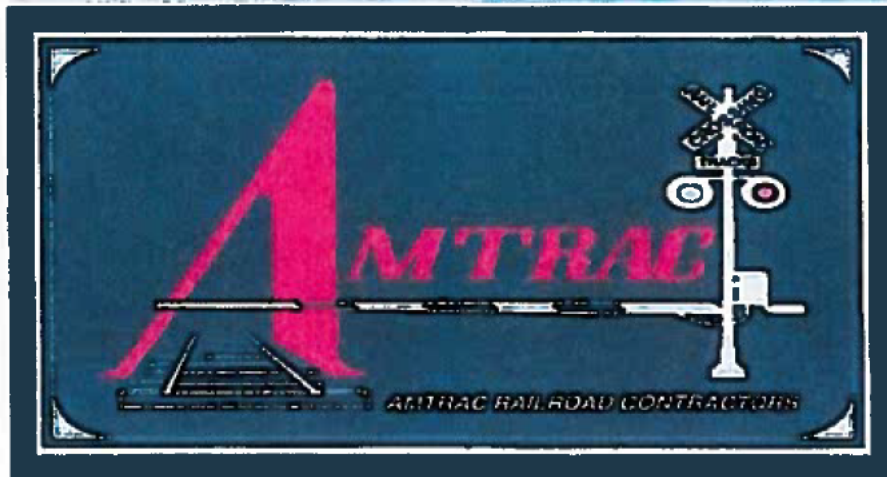
***Spreadsheet of test logs from 4/1/2020 to 4/05/2022.***

**Please feel free to contact me if you require further clarification.**

**Robert Lashway, DER**

A handwritten signature in black ink that reads 'Bob Lashway'. The signature is written in a cursive, flowing style.

**Amtrac Railroad Contractors of Maryland, Inc.**



**Amtrak Railroad Contractors of Maryland, Inc.**  
9436 Earley Drive  
Hagerstown, Maryland 21740  
Contact Information: Robert G.Lashway  
301-797-3730 [rlashway@amtracmd.com](mailto:rlashway@amtracmd.com)

**MODEL PART 219  
RAILROAD CONTRACTOR COMPLIANCE PLAN  
Federal Railroad Administration  
Control of Alcohol and Drug Use  
49 CFR Part 219**

**Submitted: 05/12/2017  
Re-Submitted: 5/21/2018  
Re-Submitted:  
10/23/2019**

**Original FRA Plan Acceptance Date: May 23, 2018**

**New FRA Plan Acceptance Date: December 04, 2019**

**Plan Effective date: January 1, 2020**

## **MODEL PART 219 RAILROAD CONTRACTOR COMPLIANCE PLAN**

The Federal Railroad Administration (FRA) recognizes railroads can use internal employees, contracted employees, and even volunteers to perform Part 219 "regulated service" subject to the Federal hours of service laws (covered employees) functions on the railroad. The railroad is responsible for ensuring ALL personnel performing these regulated service functions are in compliance with all Part 219 requirements.

FRA's Model Part 219 Railroad Contractor Compliance Plan has been developed by FRA as a tool to help with compliance for any railroad that uses personnel other than internal employees to perform "regulated" functions. Utilization of this tool with the entity providing the "covered" personnel will help demonstrate the railroad's due diligence in ensuring these non-employees are in compliance with Part 219.

Simply signing and adopting this plan does not constitute compliance. The actions required by the regulation, regardless of employment affiliation, must be in accordance with regulatory requirements to achieve compliance. Railroads choosing to use this model plan should have their non-employee entity complete and submit this plan back to the railroad. The railroad should then append this plan to the required random plan and submit it to FRA for approval as part of the railroad's random plan. The FRA also expects the railroad to demonstrate its due diligence in complying with the regulation by instituting a self-audit program with entities providing "covered" function personnel. As a reminder, FRA will review compliance with the regulations. FRA can choose to hold the employer responsible for any non-compliance whether it be the employer or contractor or other entity last serving the employer; or if the facts warrant, the FRA could hold the entity responsible or both.

In all cases where there is a difference between this plan and 49 CFR Part 219 or 49 CFR Part 40, the CFR takes precedence. Railroad employers and entities (contractors) are reminded that Federal authority can be used only if authorized by 49 CFR Part 219. Therefore, entities having less than 16 covered employees in combination with the supported railroad entity (if appropriate) are not authorized to conduct Federal random or reasonable cause testing.

NOTE: Title 49, CFR Part 40 requires employers to have a Designated Employer Representative (DER), defined in 40.3 as "An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of Part 40. Service agents cannot act as DERs." In the past, this person may have been referred to as the Program Administrator.

NOTE: Please make all entries, changes, or additions in bold, italics, color, or other distinguishing manner.

## **I. Policy Statement**

**Amtrak Railroad Contractors of Maryland, Inc. (hereafter, Amtrak Railroad Contractors), recognizes the problem of substance abuse in today's society. This problem poses particular concerns to an employer who is subject to governmental regulations and seeks to promote the safety of the general public. This company has a concern for the safety, health and wellbeing of its employees as well as an obligation to comply with the United States Department of Transportation (DOT) and Federal Railroad Administration (FRA) regulations. This company will comply with all statutes and regulations administered by the FRA in implementing the required Part 219 Drug and Alcohol Program.**

**Programs have been established on this company which requires regulated employees to demonstrate their safety posture through complying with:**

- 1. Urine screens to detect the presence of marijuana, cocaine, opioids, phencyclidine and amphetamines (See 49 CFR § 40.85 and 49 CFR § 40.87);**
- 2. Breath alcohol tests to detect the unauthorized use of alcohol; and**
- 3. Breath, urine, blood and tissue (fatality) testing after qualifying FRA post-accident events.**

**In accordance with the applicable Federal regulations, this company prohibits persons who perform work regulated by the Federal Hours of Service Laws (see 49 U.S.C. §§ 21101-21108) and performing duties as Maintenance-of-Way (MOW) workers as described in the definition of "Roadway Worker" in § 214.7 from being under the influence and/or possession of illegal substances and/or under the influence of alcohol while on duty or within four hours of reporting for regulated service. Additionally, illegal substance use is prohibited at any time on or off duty, except as allowed in 49 CFR § 219.103.**

## **II. Identifying Information. Note: If any of the following personnel or entities change, the company is obligated to send FRA a change notice.**

**Company: Amtrak Railroad Contractors of Maryland, Inc.**  
**Address: 9436 Earley Drive, Hagerstown, Maryland 2174**  
**Phone: 301-797-3730**  
**E-Mail: rlashway@amtracmd.com**

### **Designated Employer Representative:**

<b>Name:</b>	<b>Robert Lashway</b>	<b>Address: Same as Above</b>
<b>Phone:</b>	<b>(301) 797-3730</b>	<b>Cell: 443-816-8490</b>
<b>E-Mail:</b>	<b>rlashway@amtracmd.com</b>	

**Assistant Designated Employer Representative:**

**Name:** Sheila Rowe      **Address:** Same as Above  
**Phone:** (301) 797-3730  
**E-Mail:** srowe@amtracmd.com

**Medical Review Officer:**

**Name:** Dr. Martin Duke / Dr. Martha Shadel  
**Address:** 6015 19 Mile Road  
Sterling Heights, MI 48314  
**Phone:** 586-991-0000, Fax: 586-991-0004

**Testing Laboratory (must be on HHS list of certified labs):**

**Name:** Clinical Reference Laboratory  
**Address:** 8433 Quivira Rd.  
Lenexa, KS 66215  
**Phone:** 913-492-3652

**Substance Abuse Professional (SAP):**

**Name:** Eileen Dewey/Columbia Addictions Center  
**Address:** 5570 Sterrett Place, #205, Columbia, MD 21044  
**Phone:** (410) 730-1333

**III. Scope**

**This policy applies to all Company personnel (including sub-contractors and volunteers) who perform regulated duties subject to either the Federal Hours of Service Laws "Covered Service" and/or performing Maintenance-of-Way (MOW) duties covered by the definition of "Roadway Worker" in § 214.7.**

**This company provides personnel who perform regulated service for Winchester & Western Railroad. Bombardier Transportation Services, USA. Maryland Transportation Authority. Port of Baltimore. CSX. Carload Express. Norfolk Southern and Others as contracted, for the following regulated service (functions) work: Roadway Workers (to include CDL Drivers)**

**The total number of regulated employees performing "Covered Service" at the time of this submission is: 0**

**The total number of regulated employees performing "Roadway Worker" duties at the time of this submission is: 29**

The total number of all regulated employees (both covered service and roadway workers) at the time of this submission is: 29

**NOTE:** (Include any sub-contracted regulated service employees.)

**Previous Employer Checks:** This Company is required to check on the drug and alcohol testing record of employees it is intending to use to perform regulated duties. This Company will, after obtaining an employee's written consent, request information from DOT-regulated employers who have employed the employee during any period during the two years before the date of the employee's application or transfer into regulated service. See 49 CFR 40.25.

An employee must also be asked whether he or she tested positive (or refused to test) on any Federal pre-employment drug or alcohol test administered by a DOT employer to which the employee applied for, but did not obtain regulated service work during the past two years.

With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements (including Federal follow-up tests) must be provided to this Company.

#### **IV. Testing Programs**

There are numerous situations when Federal drug and/or alcohol tests must be administered for the railroad contractor to be in compliance with 49 CFR Part 219. Personnel performing functions listed in Section III of this policy will be required to submit to a drug and/or alcohol test in the instances set forth, as follows:

- 1) **Pre-Employment Drug Testing** – (49 CFR 219.501) Applicants will be informed that all individuals this company will use for regulated service must be drug-free. Passing a Federal pre-employment drug test is a condition prior to performing regulated service duties. If an applicant refuses to submit to the drug test, or tests positive on the drug test, the applicant will not be considered qualified to perform regulated service and will not be offered a position in regulated service.

**Federal Pre-Employment Alcohol Testing (Optional)** – (49 CFR 219.502)

~~Authorized but not required.~~ This company chooses to conduct Federal alcohol pre-employment testing? Place an "X" in one of the following boxes:

Yes ☐ No ☒

- 2) **Federal Reasonable Suspicion Testing** – (49 CFR 219.301)

Regulated service personnel will be required to submit to a Federal drug and/or alcohol test whenever a properly trained supervisory employee of this railroad contractor has reasonable suspicion that a regulated employee is currently under the influence of or impaired by a controlled substance or alcohol. Reasonable

suspicion must be based on specific, contemporaneous personal observations the supervisor can articulate concerning the employee's appearance, behavior, speech, body odor, chronic effects or withdrawal effects.

Part 219.11(g) requires supervisory employees to have education and training on alcohol misuse and controlled substance use. The training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances. It will also prepare the supervisors to make the decisions necessary in reasonable suspicion and FRA post-accident situations (i.e., what is a qualifying event and who is to be tested).

The observation for alcohol must be made by at least one qualified supervisory employee who has received proper training in the signs and symptoms of alcohol use per 219.11(g). Documentation of this decision must be maintained, as required by Part 219 Subpart J.

The observation for drugs must be made by at least two qualified supervisory employees, one of which has received proper training in the signs and symptoms of drug use/misuse per 219.11(g). One qualified supervisor must be on-site, but the supervisor trained per 219.11(g), although preferred does not have to be the supervisor on-site. Documentation of this decision must be maintained, as required by Part 219 Subpart J.

If operating on tracks of a railroad, this railroad contractor will coordinate with the host railroad and decide how the supervisor on the site will immediately communicate and coordinate decisions to test and who will administer the necessary testing. In all reasonable suspicion cases, the supervisor will ensure that the regulated service person is transported immediately to a collection site for a timely collection of a urine and/or breath specimen. If the regulated service person is deemed not fit to return to work, the supervisor will arrange transportation for the person. This is not a Federal requirement, but safety will be better assured if accomplished.

Supervisors must document their observations that led them to decide there was a "reasonable suspicion" to have the regulated service person subjected to Federal drug and/or alcohol testing.

- 3) Federal Reasonable Cause Testing – (49 CFR 219.401) Authorized but not required. A company must designate whether or not they conduct Federal drug and alcohol Reasonable Cause testing.** If a company selects to conduct Federal Reasonable Cause testing, then the company cannot perform company testing for any event described in 219.403. If a company selects to conduct company (non-DOT) Reasonable Cause testing only, then the railroad contractor cannot perform DOT testing for any event described in 219.403.

**This company chooses to conduct only Federal Reasonable Cause drug and alcohol testing for all train accident/incidents and rule violations that meet the criteria of 49 CFR 219.403. Please check the appropriate box:**  
Place an "X" in one of the following boxes: Yes ☒ No ☐

**A Federal reasonable cause drug and/or alcohol test may be required (employer's decision) when a regulated service employee:**

1. Was involved in a qualifying Train accident/incident per 219.403 (a) and a supervisor has a reasonable belief based on specific and articulable facts that the regulated service person's acts or omissions contributed to the occurrence or severity of the accident/incident; or
2. Committed a rule violation described in 219.403 (b).

If operating on tracks of a railroad, this company will coordinate with the host railroad and decide how the supervisor on the site will immediately communicate and coordinate decisions to test and who will administer the necessary testing. In all reasonable cause cases, the supervisor will ensure that the regulated service person is transported immediately to a collection site for a timely collection of a urine and/or breath specimen. If the regulated service person is deemed not fit to return to work, the supervisor will arrange transportation for the person. This is not a Federal requirement, but safety will be better assured if accomplished.

Supervisors must document their observations that led them to decide there was a "reasonable cause" to have the regulated service person subjected to Federal drug and/or alcohol testing.

**4) FRA Post-Accident Drug/Alcohol Testing – (49 CFR 219.201)**

FRA regulations require blood and urine specimens from all surviving regulated service personnel when they are directly involved in a qualifying accident or incident. Tissues are also collected, in addition to urine and blood from any fatality involving an on-duty railroad employee (direct or "regulated service" contractual employee). Events requiring FRA post-accident testing include (note regulatory exceptions will be followed):

1. Major Train Accident involving any rail equipment accident with reportable damages in excess of the current calendar year reporting threshold under 49 CFR Part 225 and one or more of the following:
  - a. A fatality (any fatality).
  - b. A release of hazardous materials from railroad "lading" that results in an evacuation or reportable injury caused by the hazmat release.
  - c. Damage to railroad property of \$1.5 Million or more.

2. **Impact Accident** involving reportable damage in excess of the current reporting threshold that results in:

- a. A reportable injury; or
- b. Damage to railroad property of \$150,000 or more.

3. **Fatal Train Incident** involving any on-duty railroad employee or regulated contractor employee where damages do not exceed the current reporting threshold.

4. **Passenger Train Accident** with a reportable injury to any person in a train accident involving damage in excess of the current reporting threshold that involves a passenger train.

5. **Human-Factor Highway-Rail Grade Crossing Accident/Incident** meeting one of the following criteria:

- i. Regulated employee interfered with the normal functioning of a grade crossing signal system, in testing or otherwise, without first providing for the safety of highway traffic that depends on the normal functioning of such a system, as prohibited by § 234.209, is subject to testing.
- ii. Train crewmember who was, or who should have been, flagging highway traffic to stop due to an activation failure of a grade crossing system, as provided § 234.105 (c)(3), is subject to testing.
- iii. Regulated employee who was performing, or should have been performing, the duties of an appropriately equipped flagger (as defined in § 234.5), but who failed to do so, due to an activation failure, partial activation, or false activation of the grade crossing signal system, as provided by § 234.105 (c)(1) and (2), 234.106, or 234.107 (c)(1)(i), is subject to testing.
- iv. If there is a fatality of any regulated service employee regardless of fault. (fatally injured regulated employee must be tested)
- v. If regulated employee violates an FRA regulation or railroad operating rules and whose actions may have played a role in the cause or severity of the accident/incident, is subject to testing.

**Testing Decision:** For an accident that meets the criteria for a Major Train Accident, all assigned crew members of all involved trains and on-track equipment must be tested. Test any other regulated service employees that had a possible role in the cause or severity of the accident.

For an Impact Accident, Fatal Train Incident, Passenger Train Accident or Human-Factor Highway-Rail Grade Crossing Accident/Incident, Test any other regulated service employees that had a possible role in the cause or severity of the accident. The company must exclude other regulated service employee if the responding railroad representative can immediately determine, on the basis of specific information, that the employee had no role in the cause(s) or severity of the accident/incident (considering any such information immediately available at the time).

For a fatal train incident, the fatally injured employee cannot be excluded from being tested.

If there is a fatality of any regulated service employee as result of a Highway-Rail Grade Crossing Accident/Incident, the fatally injured regulated employee must be tested regardless of fault.

**Exceptions from Testing:** No test may be required in the case of a collision between railroad rolling stock (including any on-track equipment) and a motor vehicle or other highway conveyance at a rail/highway grade crossing, unless it meets the criteria set forth above in Item 5 (i-v).

No test may be required in the case of an accident/incident the cause and severity of which are wholly attributable to a natural cause (e.g., flood, tornado, or other natural disaster) or to vandalism or trespasser(s), as determined on the basis of objective and documented facts by the railroad representative responding to the scene.

The railroad supervisor(s) on the scene will make timely determinations as to the event being a qualifying event and which regulated service employees (if any) are required to be tested according to the rule.

This railroad will identify the appropriate personnel who must be tested and then ensure that specimens are collected and shipped.

**A. Random Drug and Alcohol Testing – (49 CFR 219.601)**

The railroad is responsible for ensuring that the random program meets regulatory requirements and is accepted by FRA (see Appendix A). The principles which are required in the FRA regulation for the plan to be in compliance are attached (see Appendix B). The selection process will ensure that each regulated service person has an equal chance of being selected at every random selection. The random plan shall ensure that testing is accomplished at the beginning and at the end of the duty period for alcohol. The minimum annual random percentage of alcohol testing at either end of the duty period is 10 percent over the course of the year.

**Regulated Service (Covered Service)**

Current employers must test at a minimum of 25 percent annual rate for drugs and 10 percent annual rate for alcohol for employees who perform regulated

duties subject to the Federal Hours of Service Laws "Covered Service". A company is permitted to test at a higher rate than the minimum. A company is permitted to test at a higher rate than the minimum. You must identify if you are testing at a higher rate and if so, the rate(s):

N/A

**Regulated Service (Roadway Worker)**

**Beginning June 12, 2017**, Current employers must test at a minimum 50 percent annual rate for drugs and 25 percent annual rate for alcohol for employees who perform regulated duties defined as "Roadway Worker" in 49CFR § 214.7. A company is permitted to test at a higher rate than the minimum. You must identify if you are testing at a higher rate and if so, the rate(s):

**Amtrak Railroad Contractors**, tests at the random rate of 50% drug and 25% alcohol.

**Random Testing Pools:**

- a) Identify and maintain an up-to-date database or list of all personnel working in regulated service (at least once per quarter) and ensure they are all in the random pool(s). Identify how many random testing pools you have. For example, most contractors will have only one random pool, but larger contractors may have multiple pools:

**Amtrak Railroad Contractors**, will be in one FRA MOW random consortium pool.

- b) Regulated service employee crafts/functions are: **Roadway Workers**

**Random Selection and Testing Procedures:**

1. There are only two acceptable methods of selection: computer program or random number table. The lottery style, e.g., drawing names out of a hat is no longer an acceptable method of selection. Identify your company's method of selection: **Amtrak Railroad Contractors**, random method is performed by ITSA's computer program.
2. Identify whether your company is making selections by name, ID number, train number, job number, etc.

**Amtrak Railroad Contractors** will be making selections by i.d. number / name.

3. Random Pools are in a consortium: Yes ☒ No ☐

If using TPA Consortium pools, please provide name of Consortium pool:

**Integrity Testing & Safety Administrators, Inc. – FRA MOW Consortium**

4. If your company is using a consortium/third party administrator (C/TPA) to assist in random testing, identify the following information for the C/TPA:

Name of C/TPA: Integrity Testing & Safety Administrators, Inc.  
Address: 6015 19 Mile Road, Sterling Heights, MI 48314  
Contact Person: Lorri Smith, and Mary Brown-Ybos:  
586-991-0000

Please mark the following services the C/TPA are performing for your company:

- ☐ None  
☒ Random Pool Maintenance  
☒ Random Pool Selections  
☐ Collection Services Drug  
☐ Collection Services Alcohol  
☒ HHS Laboratory  
☒ Medical Review Officer  
☐ Substance Abuse Professional (SAP)  
☐ Employee Assistance Professional (EAP)  
☐ Drug and Alcohol Counselor (DAC)  
☒ Other: Training

5. Identify how often your company is making selections, e.g., monthly or quarterly:

Amtrac Railroad Contractors will make selections monthly.

**Note: If selecting quarterly in order to maintain the deterrent effect of random testing for very small railroads and contractors, FRA is requiring each individual random testing pool established under subpart G to select and randomly test at least one entry per quarter, even if fewer tests are needed to meet FRA's minimum random testing rates.**

Objective Procedure, if making quarterly selections:

IF quarterly, explain:

N/A

6. Identify how you determine whether a selection is to be tested for drugs, for alcohol, or both:

**Our TPA's computer program will select one list of employees and designate a proportion of employees to be tested for both drug and alcohol testing and a proportion for drug only.**

7. Identify your testing "window," e.g., 30 days.

**30 Days not to exceed the end of the month.**

**Note that if you're making monthly selections, the testing windows may not exceed 30 days and not past the end of the month. If you're making quarterly selections, the testing window is 90 days but not past the end of the quarter.**

**Provide additional descriptions of your random testing selection procedure, as applicable:**

**Integrity Testing & Safety Administrators (ITSA) will receive from the DER a current employee list of all regulated employees subject to testing for the testing cycle prior to the selection. ITSA's random selections are generated by a computerized random number generator. The program outputs a list of employees that are to be tested for both drugs and alcohol, or just drugs. These proportions are based on the pre-determined annual testing percentage rate built into the computer program. Randomly selected employees for FRA drug and alcohol testing will be presented to the DER three days prior to the first day of the month by ITSA.**

8. **Amtrak Railroad Contractors will safeguard these selection records to ensure that information concerning collection dates and selections are not disclosed until necessary to arrange for collection or provide notifications.**
9. **These random testing records are required to be maintained for 2 years. This includes an electronic or hard copy "snapshot" of the random testing pool each time selections are made, a copy of the list of selected employees, a copy of the drug chain of custody form and/or alcohol testing form, and the reason for not testing any of the selected employees.**
10. **In the event that all or a clearly defined portion of the railroad is subject to an emergency such as a flood or severe ice storm, the ranking operations officer on duty is authorized to declare an emergency by completing a memorandum setting forth the facts necessitating this action. If such an emergency determination is made, the date/time of the emergency and random drug/alcohol tests that were suspended must be entered into the DER's files. Random selections not administered because of the emergency are deemed void, and the selection numbers will be adjusted later to make the required percentage.**
11. **Only a substantiated medical emergency involving the selected person or an**

emergency involving an immediate family member (e.g., birth, death, or a medical emergency) provides the basis for excusing a regulated employee/person from being tested once notified. A medical emergency is defined as an acute medical condition requiring immediate emergency care. A person excluded under these criteria must provide substantiation from a credible outside professional (e.g., doctor, hospital, law enforcement officer, school authority, court official) which can be furnished prior to this release or within a reasonable period of time after the emergency has been resolved. Such excluded (excused) persons will not be tested based on this selection.

12. Once the regulated service person selection is made, the DER will arrange notification. No prior notification will be given. A selected person will only be tested during his/her tour of duty, extended only long enough to complete testing but not to exceed Federal hours of service law requirements. The person, once notified, must proceed to the selected testing facility IMMEDIATELY. Identify how your company will notify selected employees:

The DER or their designee will notify the employee by phone then follow-up with an authorization form by email. The employee must immediately proceed to the selected testing facility.

13. The collection date and time during the selection period (testing window) will be varied by the DER to ensure that it cannot be anticipated. It is not necessary for the company to randomly select the "testing date."

#### **V. Drug Testing Procedures**

The designated collection agents will be qualified and follow the proper collection procedures as described in 49 CFR Part 40.

- a. The Medical Review Officer (MRO) will review drug test results as required in 49 CFR Part 40. All test results will be reported exclusively through the MRO.
- b. A laboratory certified by the Department of Health and Human Services/ Substance Abuse and Mental Health Service Administration (DHHS/ SAMHSA), under the Mandatory Guidelines for Federal Workplace Drug Testing Programs, will perform all drug testing.
- c. Test results will be reported from the laboratory only to the MRO for review and action consistent with 49 CFR Part 40.
- d. The name of the individual providing the specimen will remain confidential and will not be provided to the laboratory performing the test. The testing laboratory is only able to identify the specimen by the specimen ID number printed on the chain-of-custody form. The laboratory will only use a urine custody and control form consistent with the requirements of 49 CFR Part 40.

- e. The designated laboratory will only test for the drugs listed in 49 CFR 40.85.
- f. The MRO will verify the results and report (using procedures in 49 CFR Part 40) to the DER whether the test was positive or negative and the drugs for which there was a positive result.

#### **VI. Alcohol Testing Procedures**

Breath alcohol testing will be performed by fully trained and certified Breath Alcohol Technicians (BAT) using the National Highway Traffic Safety Administration (NHTSA) approved testing devices. The results will be documented on an approved Federal Breath Alcohol Testing Form and will be signed by the employee and the BAT. At the time of the alcohol test, the employee will receive a copy of the test result, with an identical copy being sent to the company's DER.

- a. Negative results. The DER will be mailed a copy of the negative test results.
- b. Positive results. The BAT will immediately and directly notify the company's DER if the test results are positive (0.02 percent or higher) who will take appropriate action to remove or restrict the employee from regulated service as required by Part 219.

#### **VII. Drug Test Results**

For any FRA testing, the company should as a "best practice" notify the employee in writing of test results.

**Positive or Otherwise Non-Negative Results.** If the laboratory reports the drug test result as POSITIVE or otherwise non-negative, the following procedures will be followed:

- a. The MRO will immediately inform the regulated service person of the result and offer the person the opportunity for an interview to discuss the test result. If the MRO has difficulty reaching the employee, the procedures set forth in 49 CFR 40.131 will be followed.
- b. The MRO will complete and document the review as required by 49 CFR Part 40 Subpart G, determining if the external chain of custody was intact, if the person has a legitimate medical explanation for the presence of any controlled substance, and whether there is any basis to question the scientific sufficiency of the test results. In the case of an opiate positive, the MRO will also make the special determinations required by the regulation.
- c. If the MRO verifies the test result as positive, the MRO will report the result to the company's DER. If the MRO determines that the result is non-negative and the non-negative result cannot be explained, the appropriate regulatory

action will be pursued. The chart at Appendix D delineates the appropriate action. The MRO will report the verified test result in accordance with 49 CFR § 40.163. The MRO will not provide the DER with the quantitative test results unless the employee, as stipulated in the regulation, disputes the test.

**Negative results.** If the MRO has determined that the drug test is NEGATIVE, the MRO will accomplish the required administrative review and report the negative results to the company's DER in accordance with 49 CFR § 40.163.

**Negative-dilute results.** Unless the MRO directs a company to conduct a recollection under direct observation (for a result with creatinine from 2 to 5 mg/dL), per 40.197, a negative-dilute is considered a negative test, although a company may, but is not required to direct the employee to immediately take another test. Such recollections must not be collected under direct observation unless there is another basis to do so. A company must treat all regulated employees the same. For example, it must not retest some employees and not others. A company may establish different policies for different types of tests (e.g., conduct retests in pre-employment situations, but not in random test situations). This company's policy for negative-dilutes is as follows:

**Amtrak Railroad Contractors** will require an employee to take an additional test if a negative dilute is the result of the first test for a random test purpose. If the second test results in a negative dilute again, the second test will be the test of record and will be considered a negative result. Amtrak Railroad Contractors will also retest for those required under direct observation by the MRO.

#### **VIII. Confidentiality**

- a. Medical information a regulated person provides to the MRO during the verification process is treated as confidential by the MRO and is not communicated to the company except as provided in Part 40.
- b. Confidentiality of Federal drug or alcohol testing results will be maintained as required by the regulations. For example:
  1. The laboratory observes confidentiality requirements as provided in the regulations. This company does not advise the laboratory of the identity of persons submitting specimens. The laboratory performing the testing must keep all records pertaining to the drug test for a period of two years.
  2. All test results will remain exclusively in the secure files of the MRO. The MRO will observe strict confidentiality in accordance with the regulations and professional standards. The MRO will retain the reports of individual test results as required in Part 219 Subpart J.
  3. The DER will maintain all test results reported by the MRO, both positive and negative, in secure storage. The results will be retained as required in Part 219 Subpart J. Other personnel will be informed of individual test results only in the case of positive tests and authorized only on a need-to-know basis.

**IX. Regulated Service Personnel Training Program (49 CFR 219.11)**

Each regulated service person will receive a copy of this policy and the other information requirements in 49 CFR Part 219.23 (e) which clearly states the prohibitions required by the regulation. In addition, each regulated person will be given information concerning the problems caused by alcohol or controlled substances and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program and/or referral to management.

**X. Prescription Drugs (40 CFR 219.103)**

The use of controlled substances (on Schedules II through V of the controlled substance list) is not prohibited as long as they are prescribed or authorized by a medical practitioner and used at the dosage prescribed or authorized. Either one treating medical professional or a company-designated physician should determine that use of the prescription(s) at the prescribed or authorized dosage is consistent with the safe performance of the employee's duties. Regulated service employees should also seek the advice of a medical professional whenever they are taking any over-the-counter drug that may adversely affect the safe performance of duties.

**XI. Compliance with Testing Procedures**

- a. All regulated service personnel/applicants requested to undergo a Federal drug and/or alcohol test are required to promptly comply with this request. This company expects all prospective and current regulated service personnel to exercise good faith and cooperation in complying with any procedures required under this policy. Refusal to submit to a Federal drug or alcohol test required under FRA rules, engaging in any conduct which jeopardizes the integrity of the specimen or the reliability of the test result, or any other violations of the prohibited conduct in 49 CFR 219.101 or 219.102 could subject the person to disciplinary action (up to and including termination), independent and regardless of any test result. This includes failure to show up on time for a drug/alcohol test, failing to remain at the testing site until the testing process is complete, etc. (see 40.191).
- b. All DOT Federal return-to-duty and follow-up urine specimens must be collected under direct observation (using the direct observation procedures in 40.67 (i)). Note that a SAP may also require return-to-duty and follow-up "drug" tests in addition to alcohol tests following an alcohol positive of 0.04 percent or greater.
- c. Direct Observation Urine Collection Procedures: The collector (or observer) must be the same gender as the employee. If the collector is not the observer, the collector must instruct the observer about the procedures for checking the employee for prosthetic or other devices designed to carry "clean" urine and urine substitutes AND for watching the employee urinate into the collection container. The observer will request the employee to raise his or her shirt, blouse or

dress/skirt, as appropriate, above the waist, just above the navel; and lower clothing and underpants to mid-thigh and show the observer, by turning around, that the employee does not have such a device.

1) If the employee has a device, the observer immediately notifies the collector; the collector stops the collection; and the collector thoroughly documents the circumstances surrounding the event in the remarks section of the testing form. The collector notifies the DER. This is a refusal to test.

2) If the employee does not have a device, the employee is permitted to return his/her clothing to its proper position for the observed collection. The observer must watch the urine go from the employee's body into the collection container. The observer must watch as the employee takes the specimen to the collector. The collector then completes the collection process.

3) Failure of the employee to permit any part of the direct observation procedure is a refusal to test.

- d. As a minimum, a regulated service person will be removed from FRA regulated service for a minimum of nine months if there is a finding of "refusal to test."

## **XII. Positive Test Results**

- a. **Alcohol positive of 0.02 to 0.039:** Regulated service personnel should receive written notification of test results which are other than negative. A Federal positive drug test or a Federal alcohol test result of 0.02 percent or greater or a refusal to test will result in immediate removal from regulated service under FRA regulations. A positive alcohol test of at least 0.02 percent but less than 0.04 percent will result in the removal of the person from regulated service for at least eight hours. The company is not prohibited from taking further action under its own company policy.
- b. **Federal violation:** A regulated service person with an MRO verified positive drug test or a breath alcohol test result of 0.04 percent or greater (or a refusal) has violated Federal regulations and must be immediately removed from regulated service. Prior to or upon withdrawing the employee from regulated service, the company must provide notice to the employee of the reason for this action. If the employee denies that the test result is valid evidence of alcohol or drug use prohibited by 219.101 or 219.102, the employee may demand and must be provided an opportunity for a prompt post-suspension hearing. See 219.104 (c) for the hearing provisions.

Even if the company does not wish to keep the employee in its employment, it must provide the above hearing (if requested) and at a minimum provide the employee with a list of qualified Substance Abuse Professionals. Prior to returning to regulated service the employee will be required to undergo an evaluation by a qualified Substance Abuse Professional (SAP) that is company

approved, to determine the need for treatment and/or education. The employee will be required to participate and comply with the SAP-recommended treatment and any after-care or follow-up treatment that may be recommended or required.

After successful treatment, for a Federal positive drug test (or alcohol test result of 0.04 percent or greater), per the SAP's requirements, the person must provide a Federal return-to-duty urine specimen and/or breath specimen for testing (which is negative) prior to being allowed to return to regulated service. In addition, the person will be subject to additional unannounced Federal follow-up testing, as determined by the SAP, for a maximum period of 60 months, with a minimum of six tests being performed in the first twelve months (engineers and conductors – SAP with require a minimum of 6 drug tests and 6 alcohol tests in the first 12 months). Failure to comply with these provisions and remain alcohol and/or drug-free will result in subsequent removal from regulated service and could result in disciplinary action, up to and including termination. Note: Federal regulation does not guarantee the employee will maintain an employment relationship. This is determined via employer and employee negotiation. These Federal return-to-duty and follow-up drug tests must be collected under direct observation.

- c. Identify other employer sanctions (if applicable) for a Federal alcohol test result of at least 0.02 percent but less than 0.04 percent:

**Amtrak Railroad Contractors will allow one time for an employee to test 0.02 to 0.039 and will follow the FRA regulations and not allow the employee to work for 8 hours or until their next shift but no less than 8 hours before being allowed to work.**

**The second time an employee tests positive for 0.02 to 0.039, the employee will be terminated from employment with Amtrak Railroad Contractors.**

**Identify other employer sanctions (if applicable) for a Federal alcohol test result of 0.04 percent or greater:**

**Amtrak Railroad Contractors is a second chance employer. However, the employee will be terminated from the FRA program for a positive alcohol test result of 0.04 percent or greater or a refusal to test. Before being reassigned to a FRA job function, the employee is required to show successful completion of a substance abuse treatment program through a Substance Abuse Professionals (SAP) direction.**

**If the employee has a positive alcohol test result of 0.04 percent or greater or a refusal to test a second time, the employee will be terminated Amtrak Railroad Contractors' employment.**

**Identify other employer sanctions (if applicable) for a Federal positive drug test:**

**Amtrac Railroad Contractors is a second chance employer. However, the employee will be terminated from the FRA program for a positive drug test or refusal to test. Before being reassigned to a FRA job function, the employee is required to show successful completion of a substance abuse treatment program through a Substance Abuse Professionals (SAP) direction.**

**If the employee has a positive drug test or refusal to test a second time, the employee will be terminated from Amtrac Railroad Contractors' employment.**

### **XIII. Self-referral, Co-worker referral, and Non-peer referral (optional) Policies**

**This company's policy to comply with 49 CFR Part 219.1001 and 49 CFR Part 219.1003 is as follows:**

**Employment Relationship.** As per 219.1003(b), a regulated employee who enters and follows the tenants of this program as discussed below, will maintain his or her position upon successful completion of an education, counseling, and treatment program as specified by a DAC. Before the employee is charged with conduct sufficient to warrant dismissal, the employee must seek assistance through the company for his or her alcohol or drug use problem or be referred for such assistance by another employee or by a representative of the employee's collective bargaining unit.

**Imminent Detection.** An employee may not use the referral program for the purpose of avoiding the imminent and probable detection of a rule violation by a supervising employee. No employee may take advantage of self-referral after being notified of a testing event or while in imminent risk of being detected for possession of alcohol or controlled substances.

**Reasonable Suspicion.** In the case of a Co-worker referral or a Non-peer referral (optional), if the employee accepts the referral and has agreed to a Rule G waiver, there is no need for the company to perform a Federal reasonable suspicion test. If the Federal reasonable suspicion test occurs, the referral takes precedence and a written request shall be submitted to the FRA Drug and Alcohol Program Manager for permission for reclassification to non-DOT status. This will allow the employer to vacate the return-to-duty and follow-up (RTD/FU) requirements of the reasonable suspicion test violation. Thus, the co-worker referral will take precedence and all subsequent RTD/FU testing will be appropriately conducted under non-DOT/company authority as per Part 219 Subpart K. In this scenario, the reasonable suspicion positive test result(s) are not subject to 49 CFR Part 40.25 requests from any subsequent DOT-regulated employers.

In the case of a Co-worker referral or a Non-peer referral (optional), when the employee does not accept the referral and does not agree to a Rule G waiver, the company must properly observe the employee for signs and symptoms of alcohol and/or drug use/misuse. If signs and symptoms are observed, the company must perform a Federal reasonable suspicion testing. In this scenario, the reasonable suspicion positive test result(s) are subject to DOT-regulated RTD/FU testing and 49 CFR Part 40.25 requests from any subsequent DOT-regulated employers.

**Referral Sources.** The company must specify whether, and under what circumstances, its policy provides for the acceptance of referrals from other sources, including (at the option of the company) supervisory employees. Identify acceptable referral sources besides the affected regulated service employee:

Amtac will accept referrals from Family, Co-workers, Friends

This company accepts referrals from non-peer sources? Yes ☒ No ☐

Examples of non-peer sources include friends and family, etc. that contact the company. A company representative will meet with the employee in person regarding the information and determine whether to the employee is unsafe to work with or in violation of 49 CFR Part 219. If the company representative determines that employee is unsafe, the employee may either accept or reject the referral.

If rejected, a company representative trained in signs and symptoms would perform a Rule G observation on the employee in question. If signs and symptoms are present, then the railroad representative would order reasonable suspicion testing of the on-duty employee.

**General Conditions.** If the employee accepts the referral they must contact the DAC within 5 days.

The employee must cooperate with the DAC in the recommended course of counseling or treatment. Locomotive engineers and conductors that do not cooperate with the DAC will be considered to have active substance abuse disorders as per 49 CFR Part 240.119 and 49 CFR Part 242.115 and would have their confidentiality waived.

Once an employee has contacted the DAC, the DAC's evaluation shall be completed within 10 working days. If more than one evaluation is required, the evaluations must be completed within 20 working days.

No follow-up treatment, care, or testing shall exceed 24 months unless it involved a Part 219 violation.

**Confidentiality.** The company treats the referral and subsequent handling, including counseling and treatment, as confidential. With respect to a certified locomotive engineer, conductor or a candidate for certification, the policy of confidentiality is waived (to the extent that the company shall receive from the Employee Assistance Professional (EAP) or DAC, official notice of the substance abuse disorder and shall suspend or revoke the certification, as appropriate) if the person at any time refuses to cooperate in a recommended course of counseling or treatment.

Any drug and/or alcohol testing conducted pursuant to this company's referral policy is non-Federal testing because a violation of Federal regulations has not occurred.

**Leave of Absence.** The company will grant a minimum leave of absence that the DAC recommends to complete a primary education, counseling, or treatment program and to establish control over the employee's drug or alcohol abuse problem. An employee with an active substance abuse disorder may not perform regulated service until the DAC reports that safety is no longer affected.

**Return to Service.** The employee will be returned to service on the recommendation of the DAC. The employee must be returned to service within five working days of the DAC's notification to the company that the employee is fit to return to regulated service and the receipt of a follow-up testing plan as per Part 219.1003(h)(2). The company may condition the employee's return on a return-to-duty medical evaluation.

This company requires a return-to-duty medical evaluation? Yes ☒ No ☐

**Compensation.** 49 CFR Part 219.1001(d)(1) does not require the company to compensate the employee for any period that the regulated employee is restricted from performing regulated service under the referral program. However, compensation at a nominal rate has been seen to markedly increase participation in the referral program to enhance safety at the company.

This company compensates employees while engaged in a referral program of engage education, counseling, and treatment? Yes ☐ No ☒

Compensation is at 0% of regular pay while participating in a referral program.

**Self-referral:** Regulated employees may contact the DAC at the following telephone and/or email address and contact hours:

**Drug and Alcohol Counselor (DAC):**

Contact person: Mandy Smith/ Columbia Addictions Center

Address: 5570 Sterrett Place, #205, Columbia, MD 21044

Phone: 410-730-1333

**Optional Provisions.**

1. The policy may provide that it does not apply to an employee who has previously been assisted by the company under a policy or program substantially consistent with 49 CFR Part 219.1005(c) or who has previously elected to waive investigation under 49 CFR Part 219.1005 (co-worker report policy).

Adopts this option: Yes ☒ No ☐

If you checked the above option "No", please identify how many times and/or at what intervals an employee may use the referral programs:

2. A referral policy may provide that the rule of confidentiality is waived if the employee at any time refuses to cooperate in a DAC's recommended course of counseling or treatment; and/or the employee is later determined, after investigation, to have been involved in an alcohol or drug related disciplinary offense growing out of subsequent conduct. Identify whether you adopt the first, second, or both options:

Adopts Both Options: Yes ☒ No ☐

Adopts 1<sup>st</sup> Option only: Yes ☐ No ☐

Adopts 2<sup>nd</sup> Option only: Yes ☐ No ☐

3. The policy may provide that, in order to invoke its benefits, the employee must report to the contact designated by the company either during non-duty hours (i.e., at a time when the employee is off duty); or while unimpaired and otherwise in compliance with the company's alcohol and drug rules consistent with 219.1005(d). Identify whether you adopt this optional provision:

Adopts this option: Yes ☒ No ☐

4. The policy may require successful completion of a return-to-service medical examination as a further condition on reinstatement in regulated service. Identify whether you adopt this optional provision:

Adopts this option: Yes ☒ No ☐

5. Other Optional Provisions:

N/A

**Co-worker referral General Conditions and Procedures.**

1. The alleged violation must come to the attention of the company as a result of a report by a co-worker that the employee was apparently unsafe to work with or was, or appeared to be, in violation of Part 219 or the company's alcohol and drug rules.
2. If the company representative determines that the employee is in violation, the company will immediately remove the employee from service in accordance with its existing policies and procedures. The company must allow the employee the opportunity to accept the co-worker referral. If rejected, the company may proceed to reasonable suspicion testing based on signs and symptoms of prohibited alcohol or drug use as determined by a trained supervisor.

**Alternate Programs.**

The company may request FRA to consider the following alternate program to fulfill the requirements under 49 CFR Part 219.1001 with more favorable conditions to regulated employees troubled by drug or alcohol abuse problems. The alternate program must have the concurrence of the recognized representatives of the company employees as per 49 CFR Part 219.1007(b):

N/A

This company requests FRA to consider an alternate program for consideration? Yes ☐ No ☒

Submit to the FRA Drug and Alcohol Program Manager at:

U.S. Department of Transportation  
Federal Railroad Administration, Office of Railroad Safety - RRS-19  
1200 New Jersey Avenue SE  
Washington DC 20590

## **APPENDIX A**

Once the FRA has accepted a railroad contractors Random drug and alcohol testing plan, the company will receive an acceptance letter, which includes these conditions.

### **STANDARD APPROVAL CONDITIONS FOR RANDOM TESTING PROGRAMS**

1. This acceptance is effective upon receipt with respect to all matters within its scope. FRA reserves administration jurisdiction over all approvals and may reopen review based upon experience gained during implementation (audits).
2. Acceptance of the subject random testing program does not constitute or imply the granting of a waiver or exemption from any provision of Federal law or regulation. Compliance with all applicable provisions of 49 CFR Parts 219 and 40 is required. All random program plans must be applied in accordance with the criteria listed in this Appendix A and Appendix B.
3. Acceptance is contingent upon the company making appropriate amendments to the program to conform to any pertinent regulatory amendments that may be issued hereafter. Any such program amendments that may be required shall be submitted to the Associate Administrator for Safety at FRA by the effective date of the subject regulatory amendments, or by the expiration of 30 days from publication of the regulatory amendments in the *Federal Register*, whichever is later.
4. Amendments to the program shall be submitted as required by 49 CFR 219.605 and 49 CFR 219.607 and 219.609 and shall not be implemented prior to acceptance. The following guidance is provided with respect to when a program is deemed to have been amended.
  - A. Any change in the selection methodology, the criteria for scheduling collections, non-availability criteria, or other structural element is a program amendment. Any change in the organizational level at which a function is carried out is a program amendment.
  - B. Substitution of incumbents performing the same function at the same organizational level (persons or contractors/volunteers) is not deemed to amend the program. Notification of these changes would be appreciated to assist FRA in maintaining liaison, but is not required.
  - C. Any change in a program that is occasioned by an amendment of an applicable DOT/FRA regulation and that involves the exercise of discretion to choose between or among one or more courses of action is a program amendment required to be filed under item 3 above. Any non-discretionary change in a program that is required by amendment of an applicable DOT/FRA regulation is not considered a program amendment requiring approval; however, the Office of Safety, FRA, would appreciate receipt of an informational copy of the revised program document showing current compliance.
  - D. Any case not addressed above may be resolved by contacting the Office of Safety, Administrator for Safety or that individual's delegate.

## **APPENDIX B**

### **CRITERIA FOR ASSESSING DEPARTMENT OF TRANSPORTATION (DOT) RANDOM DRUG AND ALCOHOL TESTING PROGRAMS**

#### **Section I. Random Testing Pools**

- A. Random pool(s) must accurately and completely include all regulated service personnel. Whoever is performing the safety-sensitive "regulated service", regardless of job title or status, is subject to 49 CFR Part 219 requirements (supervisors, volunteers, contractors, etc.). Pool lists must be retained for a minimum of two years.
- B. An employer may not mix regulated service and non-regulated service personnel in the same pool.
- C. Multiple pools for an employer are acceptable.
- D. Employees do not need to be placed in separate pools for drug and alcohol testing selection.
- E. Employees from different DOT operating administrations can be included in the same pool. It is strongly recommended, however, that employers not mix groups of personnel subject to different drug or different alcohol testing rates (i.e., having some employees subject to a 50% rate for drugs and other employees subject to a 25% rate in the same pool). If they do, they must test the entire pool at the highest selection rate for any of the groups with personnel in the pool.
- F. Pools may not be diluted with regulated service personnel who rarely perform regulated service duties (i.e., less than once per quarter).
- G. Pools must be routinely updated (i.e., at least monthly for employers with either a changing workforce or seasonal employees; and quarterly for employers with a generally stable workforce).
- H. Besides individual employees, specific jobs (i.e., third shift main dispatcher at XYZ location) or operational units (i.e., trains) may also be pool entries. However, there may not be a significant difference in the size of the entries in the pool.
- I. Pool entries may not be constructed in a way which could result in a manager/supervisor having discretion as to who would be actually provide a sample (e.g., a specific job cannot be selected with multiple people working in it at the same time, but with only one to be tested).

#### **Section II. Random Selections**

- A. Everyone in a pool must have an equal chance of selection in each selection period.
  - 1. No individual, job, or operational unit may be removed from the pool if it is still actively performing regulated service. However, employees doing de minimus regulated service may be eliminated from the pool (see Section I.-F).

2. There may be no selections without replacement (i.e., an individual cannot be removed from the pool because he or she was previously tested).
  3. No selection weightings are allowed which would increase or decrease the chance of any individual being selected.
- B. The following selection options are acceptable. Note that manual selection using names or social security numbers drawn out of a hat (or equivalent) is no longer an acceptable practice:
1. Computer programs which randomly select entries from an employee list without apparent bias. The specific selection criteria used by the computer must be extensively detailed in writing, and each computer draw must be retained as a record for a minimum of two years; or
  2. Manual selection from a list of employees using a random-number table. The specific criteria used to select from the table must be documented in writing, including detail on how the initial starting point in the table was determined. Each draw, as well as a copy of the table portion used, must be retained as a record for a minimum of two years. See Appendix C for Model Procedures to Conduct a FRA-Acceptable Random Testing Program Using a Random Number Table for Selections.
- C. If the employee testing pool is so small that it does not allow testing each selection period, then the employer must have in place a mechanism to randomly determine which selection periods will have selections and which will not. The specific criteria used to make this determination must be detailed in writing and the determination itself must be retained as a record for a minimum of two years.
- D. If required drug and alcohol testing rates are different (i.e., 25% for drugs and 10% for alcohol) and a single pool is being used, it is permissible to select one list of employees and designate a proportion for both drug and alcohol testing and a proportion for drug testing only. The specific criteria used to make this determination must be detailed in writing, and the master selection list with both sub-groups clearly identified must be retained as a record for a minimum of two years.
- E. Employers should carefully monitor significant changes in its workforce in order to ensure that an appropriate number of tests will be conducted each year. Unless otherwise directed by the DOT Operating Administration, changes in the employee base of greater than 10% in a quarter should result in a recalculation of total tests required.

### **Section III. Implementation of Random Collections**

- A. Collections must be distributed unpredictably throughout the designated testing period, covering all operating days (including holidays) and shifts (24-hour clock). There is no expectation that day/night or shift collection distributions be equal but there has to be sufficient testing to establish deterrence by generally mirroring employer operations.

- B. Collections must be unpredictable within a work shift (some collections must be conducted at the beginning, middle, and end). There is no expectation that "within-shift" collection distributions be equal. Sufficient testing must be conducted at the start, middle and end of shifts to provide deterrence. Both beginning of and ending of shift collections are particularly important. For alcohol testing, at least 10% of successful collections must fall within each period of the shift.**
- C. No discretion is allowed with collection dates or collection times which would result in a subjective choice by a field manager/supervisor as to who was actually collected. That is, if a test time frame is permitted in the employer's program, a manager/supervisor with knowledge of specific personnel assignments may not have discretion in the selection of who will be tested.**
- D. Specific reasons for "no-tests" must be documented in writing by the employer, with records maintained for two years. Acceptable reasons for no-tests should relate to critical safety concerns, unforeseen or unpredictable significant adverse impact to operations, or employee illness or vacation.**

#### **Section IV. Records**

**All records which support the random testing program, including notes, memoranda, pool makeups, number tables, etc., must be retained for a minimum of two years.**

Test ID	SSN/ID	Employee Name	Reason For Test	Test Date	MRO Release	Service Ty	Test Panel	Industry	Result
8050818		Irish Jackson	Pre-Employment	3/11/2021	3/24/2022	Drug	DOT	FRA	Negative
2073509091		Marco Antonio Guajardo	Pre-Employment	3/9/2022	3/10/2022	Drug	DOT	FRA	Negative
2067550538		Collin Powell	Pre-Employment	3/2/2022	3/11/2022	Drug	DOT	FRA	Refusal
CF07501323		Allie Lark	Pre-Employment	1/27/2021	2/1/2022	Drug	DOT	FRA	Negative
2073509079		Charles Robertson	Pre-Employment	1/27/2021	1/28/2022	Drug	DOT	FRA	Negative
33097644PA		Collin J Rexrode	Random	1/14/2021		Alcohol	Saliva Alcc	FRA	0
2073509080		Collin J Rexrode	Random	1/14/2021	1/16/2022	Drug	DOT	FRA	Negative
2073509081		Abraham Carrillo	Pre-Employment	1/12/2021	1/14/2022	Drug	DOT	FRA	Negative
2073509074		Sal J Navarro	Pre-Employment	1/10/2021	1/11/2022	Drug	DOT	FRA	Negative
2073509075		Charles J. Hersan	Pre-Employment	11/29/201	11/30/2021	Drug	DOT	FRA	Negative
2073509076		erry W Stuitts	Random	11/19/201	11/22/2021	Drug	DOT	FRA	Negative
2073509077		Efren Perez	Random	11/16/201	11/17/2021	Drug	DOT	FRA	Negative
CF06905831		Matthew Robertson	Random	10/27/201	10/29/2021	Drug	DOT	FRA	Negative
2067795489		Rebecca Watkins	Random	10/8/2021	10/12/2021	Drug	DOT	FRA	Negative
CF06484913		Anthony Brooks	Random	9/21/2021	9/22/2021	Drug	DOT	FRA	Negative
2067795490		Emmanuel Garcia	Follow-up	8/25/2021	8/26/2021	Drug	DOT	FRA	Negative
CF05284869		Raul Ruiz Magana	Random	8/18/2021	8/19/2021	Drug	DOT	FRA	Negative
CF05285170		Jeffery Balazik	Random	8/18/2021	8/20/2021	Drug	DOT	FRA	Negative
2627-8271_7		Jeffery Balazik	Random	8/18/2021		Alcohol	Breath Alc	FRA	0
CF05284827		Jefferson Soto	Random	7/29/2021	8/1/2021	Drug	DOT	FRA	Negative
2627-6884_6		Jefferson Soto	Random	7/29/2021		Alcohol	Breath Alc	FRA	0
2067795491		Eleazar Garcia Hernandez	Pre-Employment	7/26/2021	7/28/2021	Drug	DOT	FRA	Negative
2067795492		James A Evans	Random	7/6/2021	7/7/2021	Drug	DOT	FRA	Negative
2067795493		erry W Stuitts	Random	6/24/2021	6/25/2021	Drug	DOT	FRA	Negative
CF05285098		Anthony Brooks	Random	6/22/2021	6/24/2021	Drug	DOT	FRA	Negative
29498749PA		Soto Jefferson	Random	6/21/2021		Alcohol	Saliva Alcc	FRA	0
2067795520		Soto Jefferson	Random	6/21/2021	6/23/2021	Drug	DOT	FRA	Negative
CF05285064		Dylan Sloan	Pre-Employment	6/15/2021	6/18/2021	Drug	DOT	FRA	Negative
CF05285063		Victor Bravo	Pre-Employment	6/15/2021	6/18/2021	Drug	DOT	FRA	Negative
22578680PA		Rich Lloyd	Random	6/9/2021		Alcohol	Breath Alc	FRA	0
2067795523		Rich Lloyd	Random	6/9/2021	6/10/2021	Drug	DOT	FRA	Negative
2067795519		Emmanuel Garcia	Follow-up	6/2/2021	6/3/2021	Drug	DOT	FRA	Negative
2067795494		Antonio Amodeo	Pre-Employment	6/1/2021	6/2/2021	Drug	DOT	FRA	Negative
2627-4919_r		Richard Lloyd	Random	4/26/2021		Alcohol	Saliva Alcc	FRA	0
2068763159		Richard Lloyd	Random	4/26/2021	4/27/2021	Drug	DOT	FRA	Negative
2048213000		Rebecca C Watkins	Pre-Employment	4/12/2021	4/13/2021	Drug	DOT	FRA	Negative
2048212956		Jose E Camposaco-Perez	Pre-Employment	4/9/2021	4/10/2021	Drug	DOT	FRA	Negative
2048212993		James E Miller	Random	4/9/2021	4/10/2021	Drug	DOT	FRA	Negative
2048212974		Emmanuel Garcia	Follow-up	3/17/2021	3/18/2021	Drug	DOT	FRA	Negative
2048212976		Kelli E Sandy	Pre-Employment	3/4/2021	3/8/2021	Drug	DOT	FRA	Positive
CF03360086		Steven Disney Jr	Random	2/23/2021	2/25/2021	Drug	DOT	FRA	Negative
2627-5451_r		Amador M Cerda	Random	2/22/2021		Alcohol	Saliva Alcc	FRA	0
2048212959		Haden DeHaven	Pre-Employment	2/22/2021	2/24/2021	Drug	DOT	FRA	Negative
2048212975		Amador M Cerda	Random	2/22/2021	2/24/2021	Drug	DOT	FRA	Negative
2048212962		Eleazar Garag-Hernandez	Other	2/18/2021	2/24/2021	Drug	DOT	FRA	Negative
2048212985		Angel Rivera	Random	2/17/2021	2/22/2021	Drug	DOT	FRA	Negative
2048212980		Robert Lashway	Random	2/16/2021	2/22/2021	Drug	DOT	FRA	Negative
2048212977		Ford Sampson	Random	2/12/2021	2/13/2021	Drug	DOT	FRA	Negative
2048212970		Anthony Brooks	Pre-Employment	2/3/2021	2/4/2021	Drug	DOT	FRA	Negative
2048212952		Eleazar Garcia Hernandez	Random	1/26/2021	1/27/2021	Drug	DOT	FRA	Negative
CF03360275		Jeffrey Balazik	Follow-up	1/12/2021	1/14/2021	Drug	DOT	FRA	Negative
2048212973		James A. Evans	Random	1/4/2021	1/5/2021	Drug	DOT	FRA	Negative
2048212972		Emmanuel Garcia	Follow-up	12/22/201	12/23/2020	Drug	DOT	FRA	Negative
2048212971		Collin J Rexrode	Pre-Employment	12/18/201	12/19/2020	Drug	DOT	FRA	Negative
2048212972		James Shreve	Random	11/12/201	11/13/2020	Drug	DOT	FRA	Negative
2627-7188_r		Angel Rivera	Random	11/11/201		Alcohol	Breath Alc	FRA	0
2048212971		Angel Rivera	Random	11/11/201	11/12/2020	Drug	DOT	FRA	Negative
2048212981		Emmanuel Garcia Herna	Follow-up	11/11/201	11/12/2020	Drug	DOT	FRA	Negative
CF02197652		Charles Robertson III	Random	10/23/201	10/25/2020	Drug	DOT	FRA	Negative
2627-9888_r		Dale A Simpson	Random	10/22/201		Alcohol	Breath Alc	FRA	0
2048212966		Dale A Simpson	Random	10/22/201	10/23/2020	Drug	DOT	FRA	Negative
2627-6223_r		Roberto Carrico	Random	10/21/201		Alcohol	Breath Alc	FRA	0
2048212965		Roberto Carrico	Random	10/21/201	10/22/2020	Drug	DOT	FRA	Negative
2048212999		Edgardo Rodriguez	Pre-Employment	10/15/201	10/16/2020	Drug	DOT	FRA	Negative
2048212966		Emmanuel Garcia Herna	Follow-up	10/8/2021	10/9/2020	Drug	DOT	FRA	Negative
2048212998		Willie Elliott	Pre-Employment	10/8/2021	10/9/2020	Drug	DOT	FRA	Negative
2048212955		Roberto Carrico	Random	9/24/2021	9/25/2020	Drug	DOT	FRA	Negative
2048212988		Amador Cerda	Pre-Employment	9/23/2021	9/25/2020	Drug	DOT	FRA	Negative
CF01757067		Jeffrey Balazik	Follow-up	9/22/2021	9/24/2020	Drug	DOT	FRA	Negative

2048212983		Steven Disney Jr	Random	9/14/2020	9/17/2020	Drug	DOT	FRA	Negative
2049018144		Emmanuel Garcia-Herna	Return-To-Duty	9/2/2020	9/3/2020	Drug	DOT	FRA	Negative
2048212953		Efren Perez	Random	8/25/2020	8/28/2020	Drug	DOT	FRA	Negative
2048212958		Erickson R. Candelaria	Random	8/25/2020	8/28/2020	Drug	DOT	FRA	Negative
R1631155102		Charles Robertson	Random	8/6/2020		Alcohol	Breath Alc	FRA	0
2048212981		Charles L. Robertson III	Random	8/6/2020	8/7/2020	Drug	DOT	FRA	Negative
2049019452		Robert Matthews	Random	8/5/2020	8/6/2020	Drug	DOT	FRA	Negative
2048212990		Angel Rivera	Random	7/28/2020	7/29/2020	Drug	DOT	FRA	Negative
29495691PA		Angel Rivera	Random	6/24/2020		Alcohol	Breath Alc	FRA	0
30523330PA		Lucas Aland	Random	6/24/2020		Alcohol	Breath Alc	FRA	0
2048212997		Lucas Aland	Random	6/24/2020	6/29/2020	Drug	DOT	FRA	Negative
2048212999		Angel Rivera	Random	6/24/2020	6/26/2020	Drug	DOT	FRA	Negative
CFD1757125		Jeffrey Balazik	Follow-up	6/1/2020	6/2/2020	Drug	DOT	FRA	Negative
2048212996		John A Hutchinson	Pre-Employment	6/1/2020	6/2/2020	Drug	DOT	FRA	Negative
2048212995		Evan P Atkins	Pre-Employment	5/26/2020	5/28/2020	Drug	DOT	FRA	Negative
2827-7188_n		Angel Rivera	Random	5/20/2020		Alcohol	Breath Alc	FRA	0
2048212964		Angel Rivera	Random	5/20/2020	5/21/2020	Drug	DOT	FRA	Negative
2048212987		Emmanuel Garcia Herna	Random	4/27/2020	4/30/2020	Drug	DOT	FRA	Positive
2048212988		Emmanuel Garcia-Herna	Random	4/22/2020	4/27/2020	Drug	DOT	FRA	Negative



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

Proc Folder: 1020552

Doc Description: RMA22033 - Replace 5000 ties on SBVR & Tamp

Reason for Modification:

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2022-03-31	2022-04-27 13:30	CRFQ 0804 RMA2200000007	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 00000177847

Vendor Name : Amtrac Railroad Contractors of MD, Inc.

Address :

Street : 9436 Earley Drive

City : Hagerstown

State : Maryland

Country : USA

Zip : 15089

Principal Contact : Robert L. Matthews

Vendor Contact Phone: 301-797-3730

Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

Vendor  
Signature X

FEIN# 35-1649116

DATE April 26, 2022

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division, for the agency, the State Rail Authority, is soliciting bids from qualified contractors for the Contract to replace 5,000 ties between MP 22.0 - MP 32.0 and tamp this area and an additional one mile of continuous tamping on the South Branch Valley Railroad, per the attached documentation.

\*\*\*\*\*

Mandatory pre-bid meeting will be held on 4/14/2021 at 10:30 am at the WV State Rail Authority 120 Water Plant Drive, Moorefield, WV 26836.

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	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Replace 5000 ties and tamp area between MP 22-32 on SBVR

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	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging	1000.00000	FT		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Additional Gaging of 1000 feet of track

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		MOOREFIELD	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Additional Tamping - 1 mile	1.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Continuous tamping of an additional one mile on SBVR

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am	2022-04-14
2	Vendor Technical Questions due by 10:00 am	2022-04-21

	Document Phase	Document Description	Page
			4
RMA2200000007	Draft	RMA22033 - Replace 5000 ties on SBVR & Tamp	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☒ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

WV State Rail Authority  
120 Water Plant Drive  
Moorefield, WV 26836

April 14, 2022 at 10:30 a.m.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting  
Revised 02/08/2022

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 21, 2022 at 10:00 am

Submit Questions to: David Pauline, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: David.H.Pauline@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

Revised 02/08/2022

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: April 27, 2022, at 1:30 pm.

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**24. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within Three hundred sixty-five (365) days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in \_\_\_\_\_  
Revised 02/08/2022

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☒ **Certificate Holder to Read:** State Rail Authority  
120 Water Plant Dr.  
Moorefield, WV 26836

☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☒ One-Thousand (\$1,000) for every calendar day beyond three hundred sixty-five (365).

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- 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 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 or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. 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
2. 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.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by

the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

## **7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

**c. Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i.** The subcontractor listed in the original bid has filed for bankruptcy;
- ii.** The subcontractor in the original bid has been debarred or suspended; or
- iii.** The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

### **Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** Amtrac Railroad Contractors of MD, Inc.

☒ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

[illegible]

Attach additional pages if necessary

Revised 02/08/2022

**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.

Amtrac Railroad Contractors of MD, Inc.

(Name, Title)

Robert L. Matthews - Vice President

(Printed Name and Title)

9436 Earley Drive - Hagerstown, MD 21740

(Address)

301797-3730

(Phone Number) / (Fax Number)

301-797-3740

(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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Amtrac Railroad Contractors of MD, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Robert L. Matthews - Vice President

(Printed Name and Title of Authorized Representative)

April 26, 2022

(Date)

301-797-3730 FAX 301-797-3740

(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION – CRFQ RMA22\*07**  
**Replacement of Crossties and Surfacing on the SBVR**

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**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV State Rail Authority (SRA) to establish a contract for the following:

To replace 5,000 crossties and surface track, surface an additional one mile of track on the South Branch Valley Railroad. (SBVR)

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

- 2.1 “Construction Services”** means replace 5,000 crossties, and surfacing of one additional mile of track on the South Branch Valley Railroad (SBVR) as more fully described in the Project Plans.
- 2.2 “Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
- 2.4 “Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.
- 2.5 “SRA”** means the State Rail Authority.
- 2.6 “SBVR”** means the South Branch Valley Railroad.
- 2.7 “MP”** means railroad milepost marker.
- 2.8 “CWR”** means continuous welded rail.

**REQUEST FOR QUOTATION – CRFQ RMA22\*07**  
**Replacement of Crossties and Surfacing on the SBVR**

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- 2.9 “AREMA”** means American Railway Engineering and Maintenance-of-Way Association. ([www.arena.org](http://www.arena.org))
- 2.10 “Surfacing”** means the correction of surface defects or other unacceptable surface conditions by raising and tamping track.
- 2.11 “Tamping”** means the process of compacting ballast under ties to provide proper load bearing.
- 2.12 “Attachment A”** means spike pattern illustration.
- 2.13 “Attachment B”** means SBVR track maps showing curvature.
- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1. Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least five (5) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.

**REQUEST FOR QUOTATION – CRFQ RMA22\*07**  
**Replacement of Crossties and Surfacing on the SBVR**

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7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
- ☒ **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
- ☐ **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

**10. CONDITIONS OF THE WORK**

- 10.1. **Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 10.2. **Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- 10.3. **Standard Work Hours:** The Vendor can work their schedule as desired including weekends and holidays. The vendor will have to coordinate the work with the SBVR office and plan on clearing up for the freight trains and passenger trains as needed. See Exhibit B miscellaneous information for SBVR schedule details.
- 10.4. **Project Closeout:** Project Closeout shall include the following:
- 10.4.1. **Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

**REQUEST FOR QUOTATION – CRFQ RMA22\*07**  
**Replacement of Crossties and Surfacing on the SBVR**

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- 10.4.1.1.** All crossties will be removed from the railroad and disposed of by the Vendor.
- 10.4.1.2.** All debris and trash will be removed from the railroad and disposed of by the Vendor.
- 10.4.1.3.** All old spikes shall be gathered from the railroad and placed at the designated area at the Moorefield inventory yard. Old spikes remain the property of the SRA.

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

**11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 11.1.** Vendor must coordinate with the SBVR for material delivery. The yard at the Moorefield has a locked gate. Contractor can leave equipment at the turnouts at Sycamore Bridge siding MP 31.8 or Sector MP 25.5.

**12. MISCELLANEOUS:**

**12.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Robert L. Matthews - Vice President

**Telephone Number:** 301-797-3730

**Fax Number:** 301-797-3740

**Email Address:** rmatthews@amtracmd.com

SPIKING PATTERN "A"



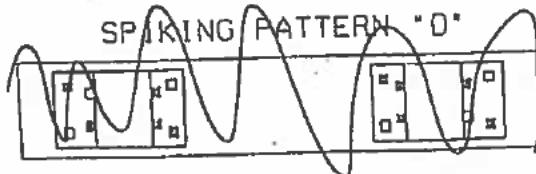
SPIKING PATTERN "B"



SPIKING PATTERN "C"



SPIKING PATTERN "D"



TRACK TYPE, TRACK ALIGNMENT, AND SPEED AUTHORIZED	SPIKES PER TIE PLATE	SPIKING PATTERN
MAIN TRACKS AND SIDINGS		
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED UP TO 45 MPH	2	A
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED GREATER THAN 45 MPH	3	B
CURVES 2 DEGREE AND OVER BUT LESS THAN 6 DEGREE	4	C
CURVES OVER 6 DEGREE	5	D
SIDE TRACKS - SPEEDS UP TO 25 MPH		
TANGENTS AND CURVES LESS THAN 6 DEGREE	2	A
CURVES 6 DEGREE AND OVER BUT LESS THAN 12 DEGREE	3	B
CURVES OVER 12 DEGREE	4	C
SIDE TRACKS - SPEEDS GREATER THAN 25 MPH		
TANGENTS AND CURVES LESS THAN 2 DEGREE	2	A
CURVES 2 DEGREE AND OVER BUT LESS THAN 4 DEGREE	3	B
CURVES OVER 4 DEGREE	4	C

■ - TRACK SPIKE

MAIN TRACK - A TRACK, OTHER THAN AN AUXILIARY TRACK, EXTENDING THROUGH YARDS AND BETWEEN STATIONS, UPON WHICH TRAINS ARE OPERATED IN CONFORMANCE WITH RULES OR SPECIAL INSTRUCTIONS.

SIDING - AN AUXILIARY TRACK DESIGNATED IN SPECIAL INSTRUCTIONS FOR THE MEETING OR PASSING OF TRAINS.

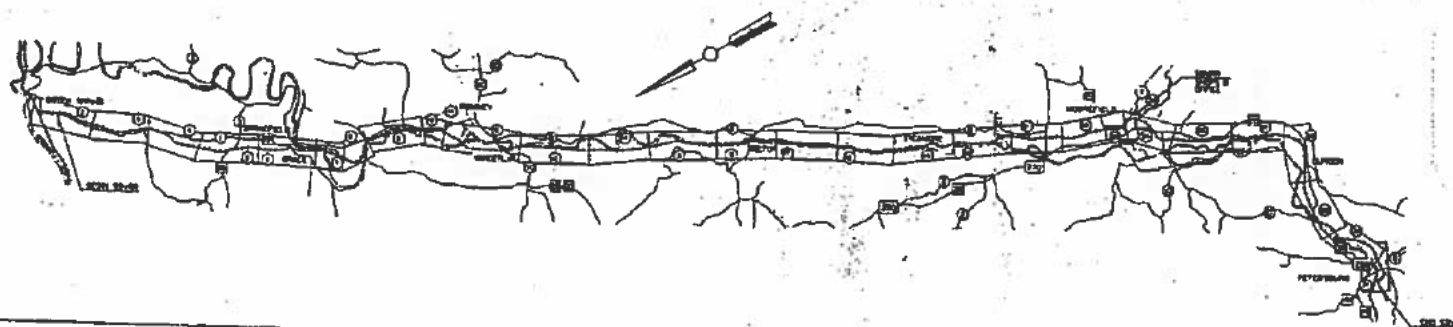
SIDE TRACK - AN AUXILIARY TRACK FOR PURPOSES OTHER THAN MEETING OR PASSING TRAINS.

MAIN TRACK SPIKING PATTERNS  
SIDE TRACK SPIKING PATTERNS



# **SOUTH BRANCH VALLEY RAIL ROAD**

## **TRACK MAPS**

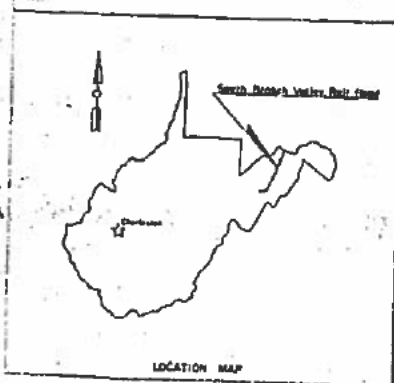


ATTACHED  
DEPT. OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

*C. Howard Wiggins*  
 APPROVED  
 CHAIRMAN, BOARD OF DIRECTORS

APPROVED  
EXECUTIVE DIRECTOR - HYDRA

*Rodger C. Melly, C.E.*  
PREPARED BY  
BURNETT-HORN  
CONSULTING ENGINEERS & PLANNERS



FEATURE	MILE POST	SHEET
Springfield Bridge	6.5	5
Greene's Cabin Rd.	8.7	8
Turner Junction	14.6	10
Vandalia	18.9	12
Stone House	20.1	14
Panola Farm	23.1	15
Sevier	26.8	16
Camp Wickham	26.9	17
Trough Club	27.6	17
Sycamore Bridge	31.7	19
Poina's	33.9	20
Cunningham Lane	36.1	21
Moorefield	38.7	23
Feed Mill	41.0	26
Dungen	48.2	28
Petersburg Gap	48.2	29
Petersburg	51.2	31

[illegible]

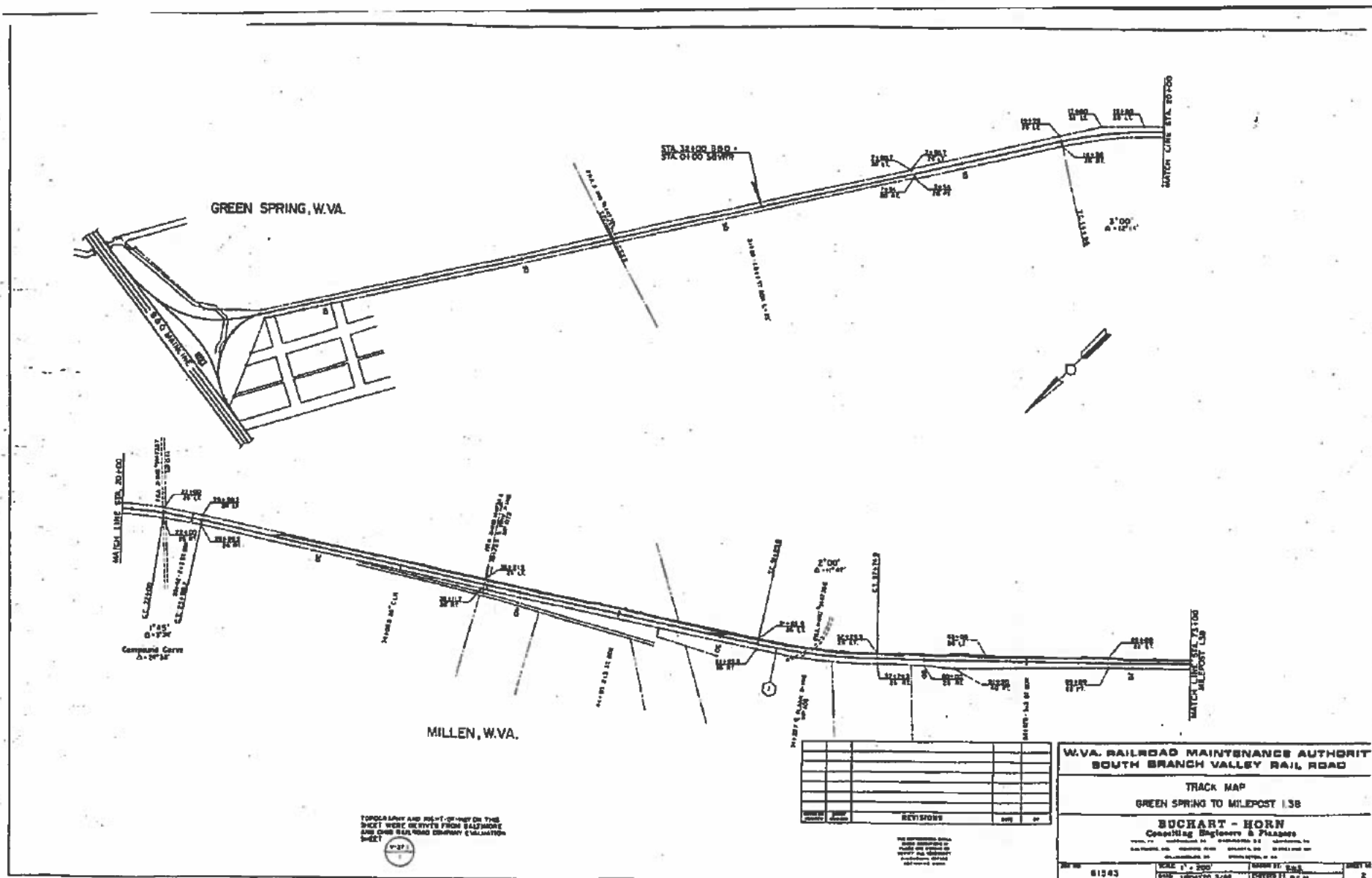
১৯৭১ সালের ১৫ আগস্ট  
 বাংলাদেশ স্বাধীন হওয়ার  
 ৪৫ বছর পূর্তি উপলক্ষ্যে  
 বাংলাদেশ সরকার  
 (সংসদ)

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAILROAD

COVER SHEET

**BUCHART - HORN**  
Consulting Engineers & Planners

FILE #	61943	FILE NAME	6448 4-68-79	DATE OF BIRTH	1948	DATE OF DEATH	1979
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GREEN SPRING, W.VA.

MILLEN, W.VA.

TOPOGRAHY AND RIGHT-OF-WAY ON THIS  
SHEET WERE OBTAINED FROM BALTIMORE  
AND OHIO RAILROAD COMPANY'S ESTIMATION  
SHEET



NO.	DATE	REVISIONS	BY	CHKD.

THE INFORMATION  
AND MATERIALS ON  
THIS SHEET WERE  
OBTAINED FROM  
BALTIMORE AND OHIO  
RAILROAD COMPANY  
AND WERE USED  
WITHOUT CHANGE

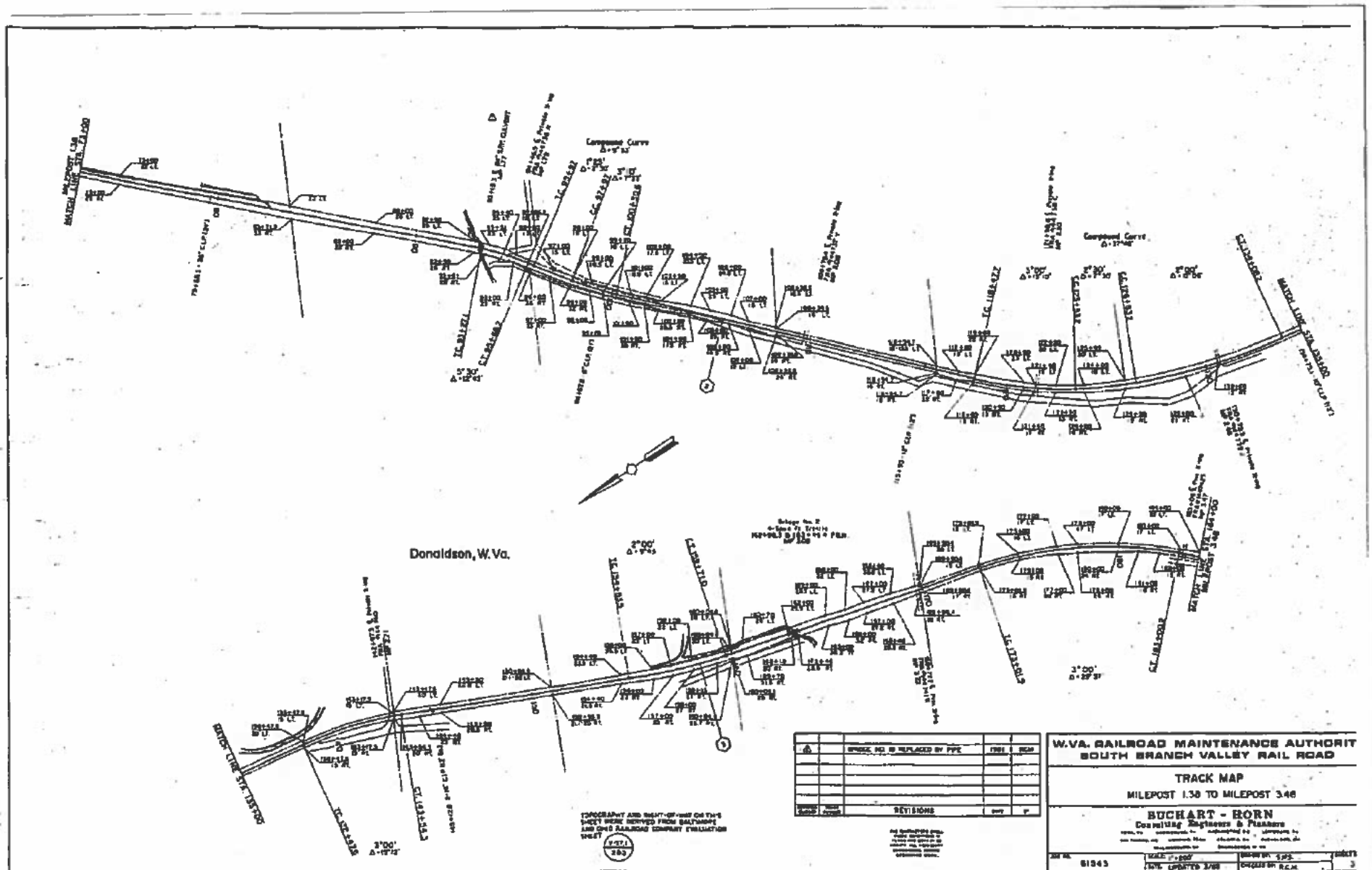
W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

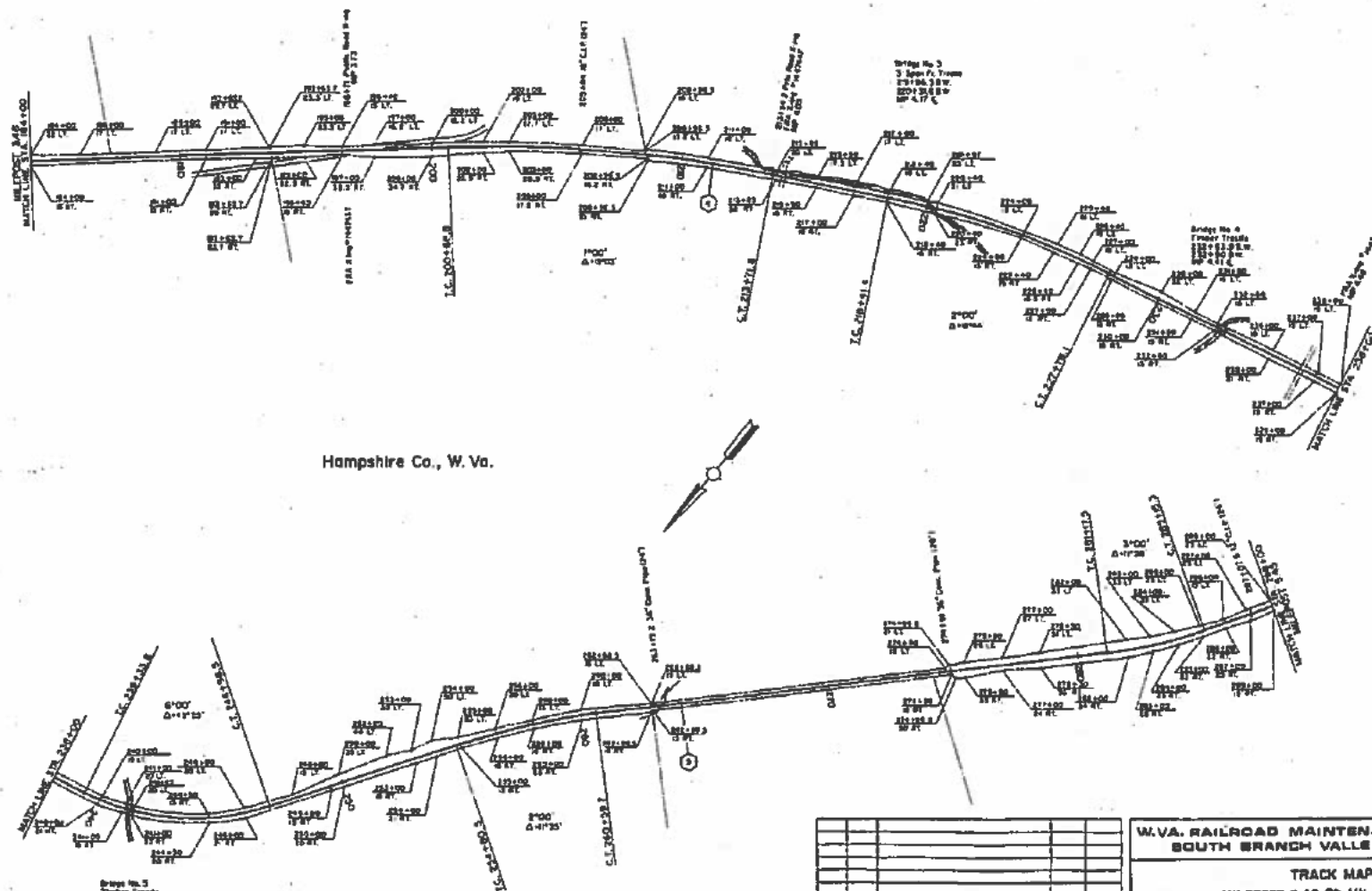
TRACK MAP  
GREEN SPRING TO MILEPOST 1.38

**BUCHART - HORN**  
Consulting Engineers & Planners

WHEELING, W. VA. OFFICE: GREEN SPRING, W. VA.  
BALTIMORE, MD. GREEN SPRING, W. VA. GREEN SPRING, W. VA.  
GREEN SPRING, W. VA. GREEN SPRING, W. VA. GREEN SPRING, W. VA.

NO. 61243	SCALE 1" = 200'	DATE 3/26/68	DESIGNED BY R.M.	CHECKED BY R.M.	DATE 3/26/68	SHEET 2
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Hampshire Co., W. Va.

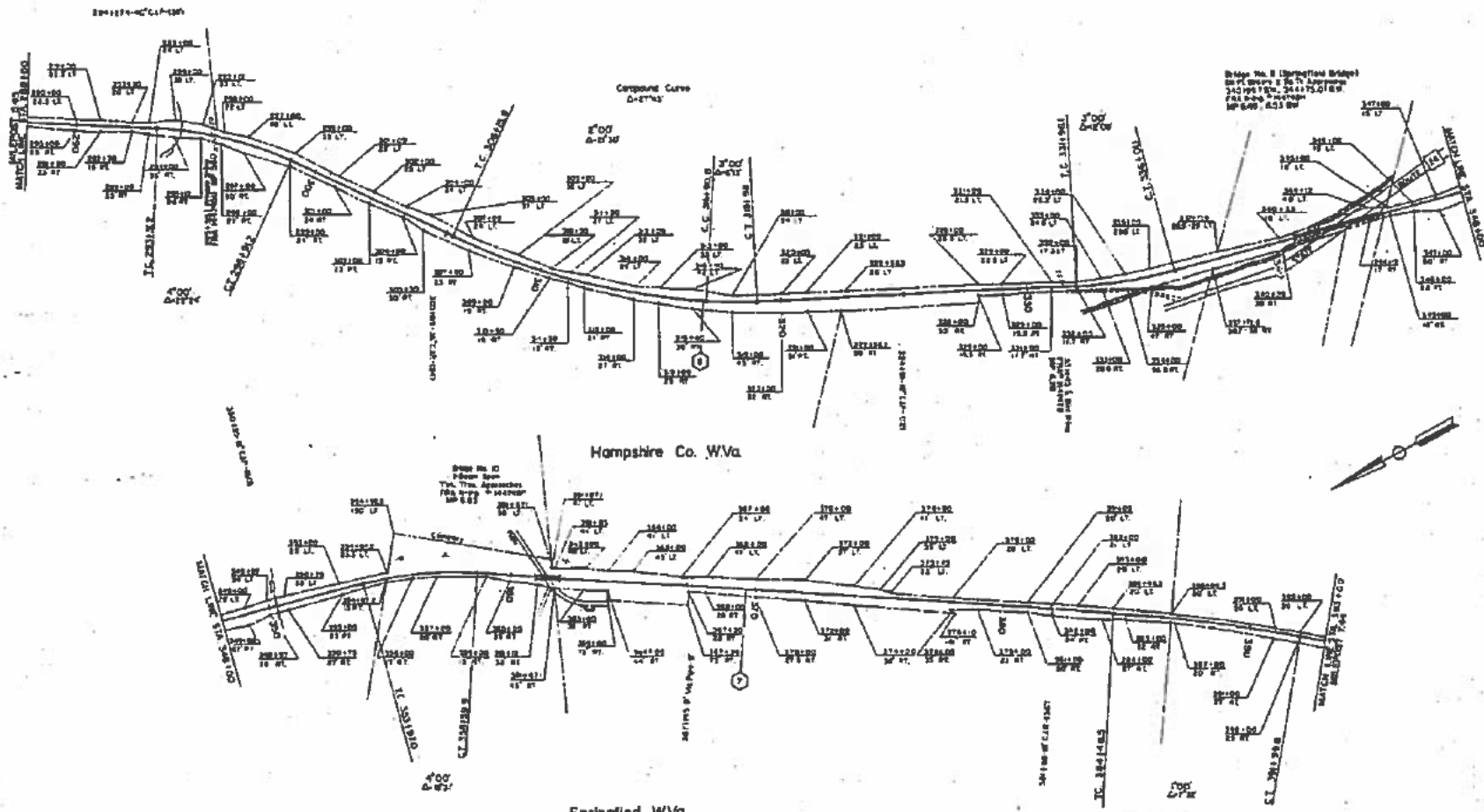
TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY ELEVATION SHEET

VS-1  
1944

REVISIONS	DATE	BY

THE ENGINEERING DEPT.  
OF THE BUREAU OF  
ROADS AND BUILDINGS  
OF THE U.S. DEPARTMENT  
OF COMMERCE  
HAS REVIEWED THIS  
DRAWING AND APPROVES  
IT FOR THE PURPOSES  
INTENDED.

W.VA. RAILROAD MAINTENANCE AUTHORITY SOUTH BRANCH VALLEY RAIL ROAD			
TRACK MAP MILEPOST 3.48 TO MILEPOST 8.46			
BUCHART - HORN Consulting Engineers & Planners			
<small>           PREPARED BY: BUCHART - HORN            CHECKED BY: BUCHART - HORN            DESIGNED BY: BUCHART - HORN            DRAWN BY: BUCHART - HORN            DATE: 3/28/44         </small>			
NO. 81543	SCALE 1" = 200'	DATE 3/28/44	SHEET 4



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET



REVISIONS	DATE	BY	APP.

W.VA. RAILROAD MAINTENANCE AUTHORITY SOUTH BRANCH VALLEY RAIL ROAD			
TRACK MAP MILEPOST 6.45 TO MILEPOST 7.44			
BUCHART - HORN Consulting Engineers & Planners 1000 14th Street, N.W. Washington, D.C. 20004 Telephone: (202) 462-1100 Telex: 154444			
61243	61243	61243	61243

Hampshire Co., W. Va.

Grace, W. Va.

Grace, W. Va.

Ritter, W. Va.

TOPOGRAPHY AND ELEVATION OF THE  
SHEET WERE DERIVED FROM BALTIMORE  
AND OHIO RAILROAD COMPANY ELEVATION  
SHEET

W.V.A.  
1944

NO.	DATE	REVISIONS	BY	APPROVED

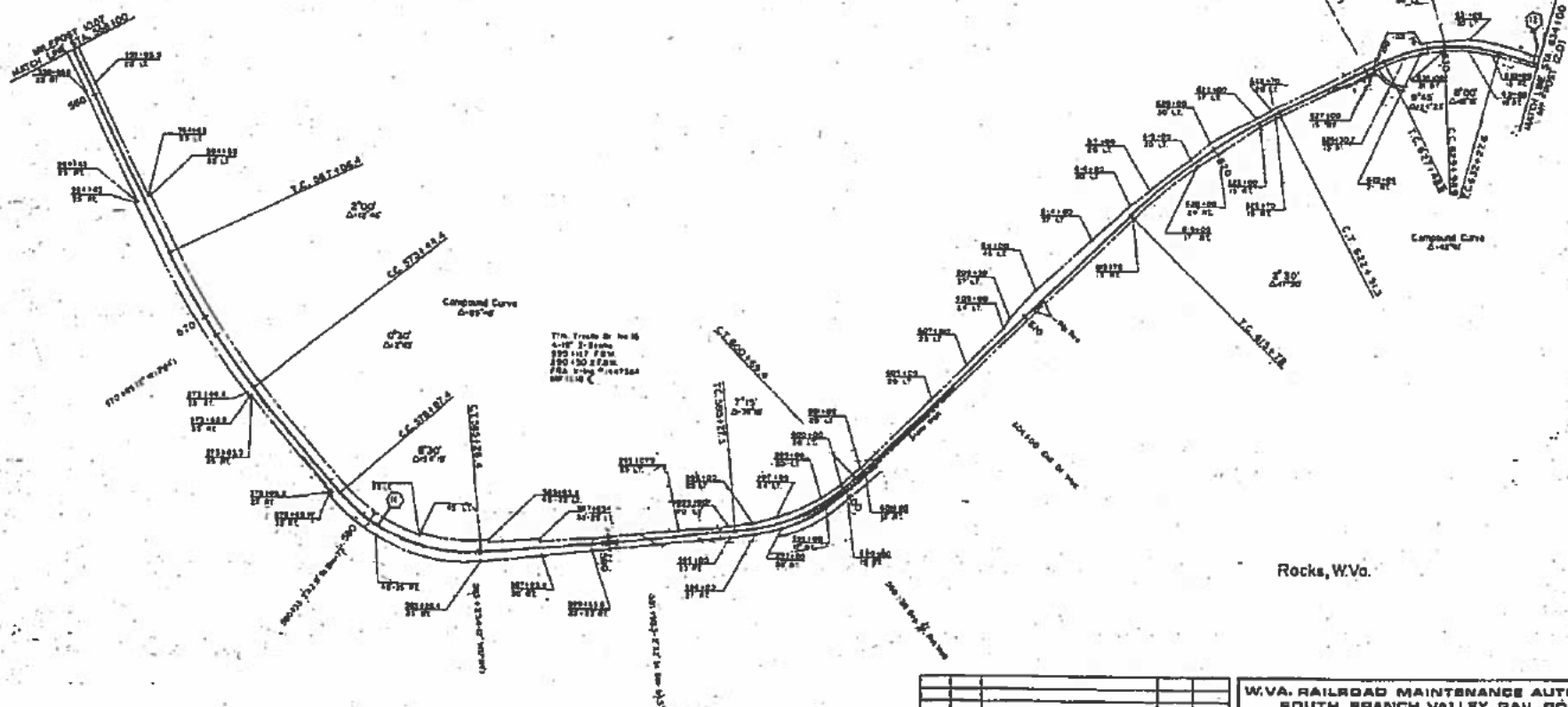
W.V.A. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP  
MILEPOST 7.44 TO MILEPOST 9.43

BOCHART - BORN  
Consulting Engineers & Planners

DATE: 1944  
SHEET NO. 61543  
SCALE: 1" = 200'





Rocks, W.Va.

[illegible]

TRACK MAP  
MILEPOST 10.57 TO MILEPOST 12.01

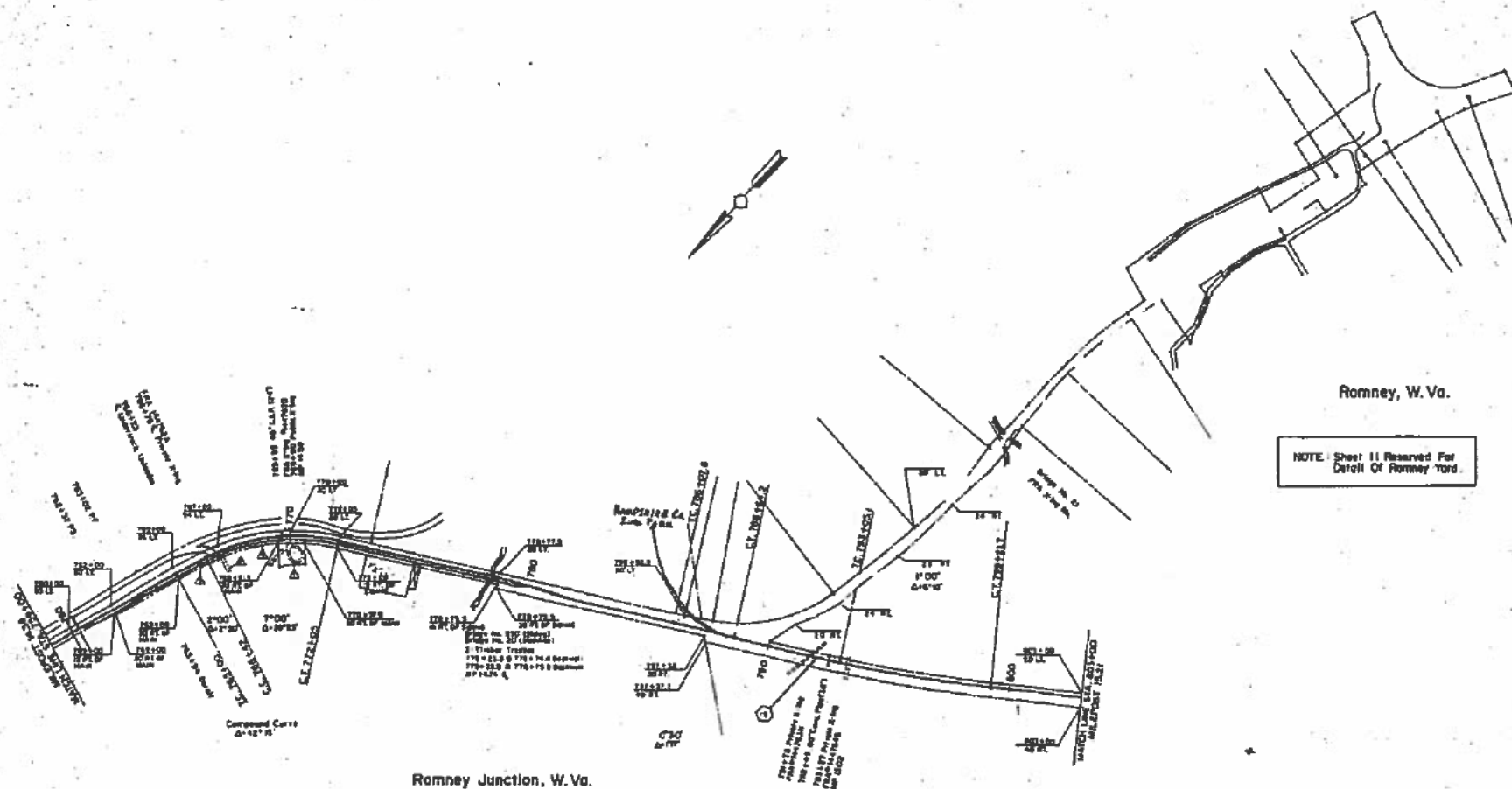
**BUCHART - HORN**  
Consulting Engineers & Planners

61543	RECEIVED	RECEIVED	RECEIVED
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 ရောက်ရှိနေသော  
 ဘုရားရှိခိုးတော်  
 မှတ်တမ်းတော်





Romney, W. Va.

NOTE: Sheet II Reserved For  
Detail Of Planney Yard

Romney Junction, W. Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

[illegible]

1. The first step is to identify the problem.

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP  
MILEPOST 14.38 TO MILEPOST 15.21

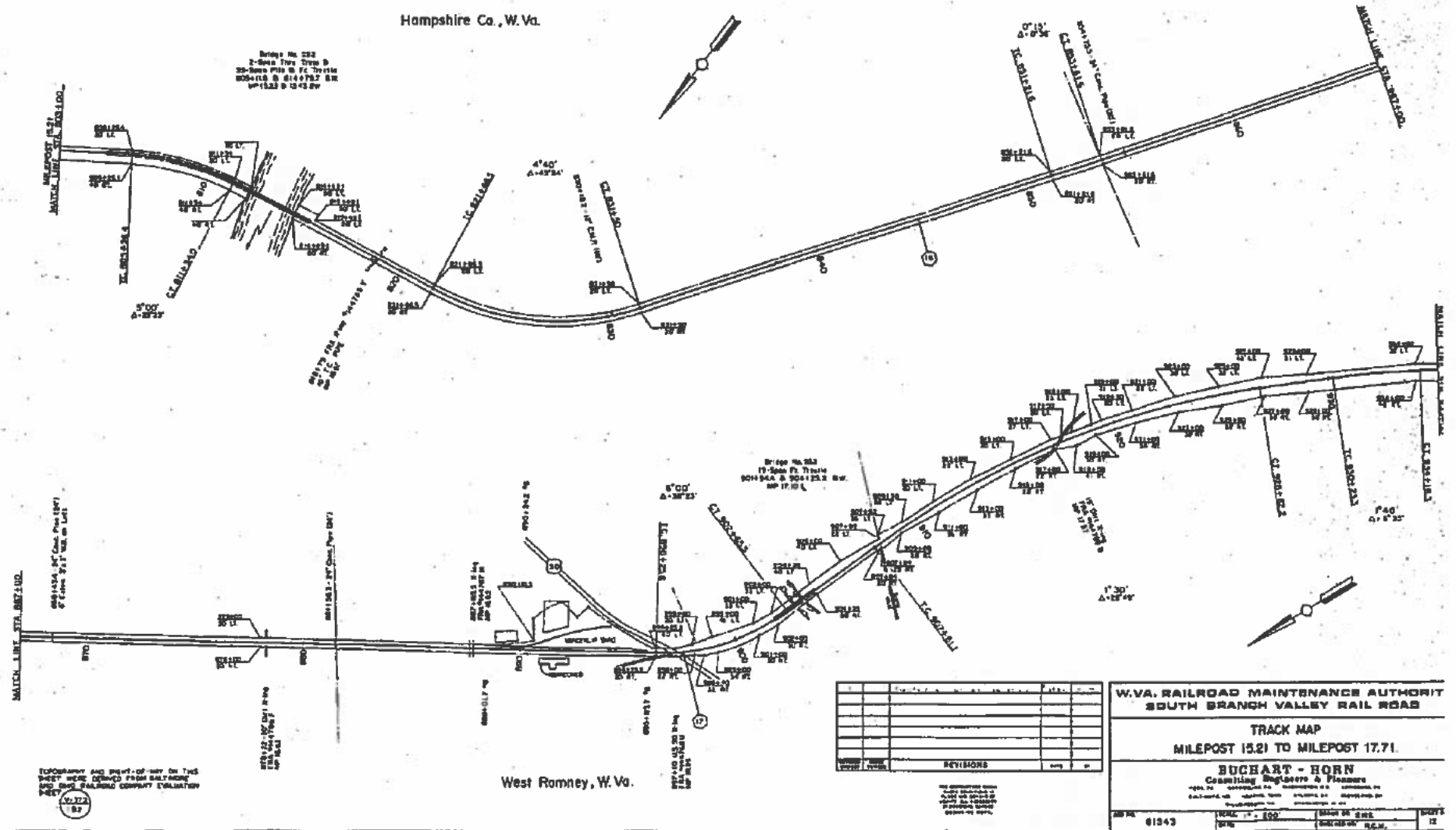
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Consulting Engineers & Planners

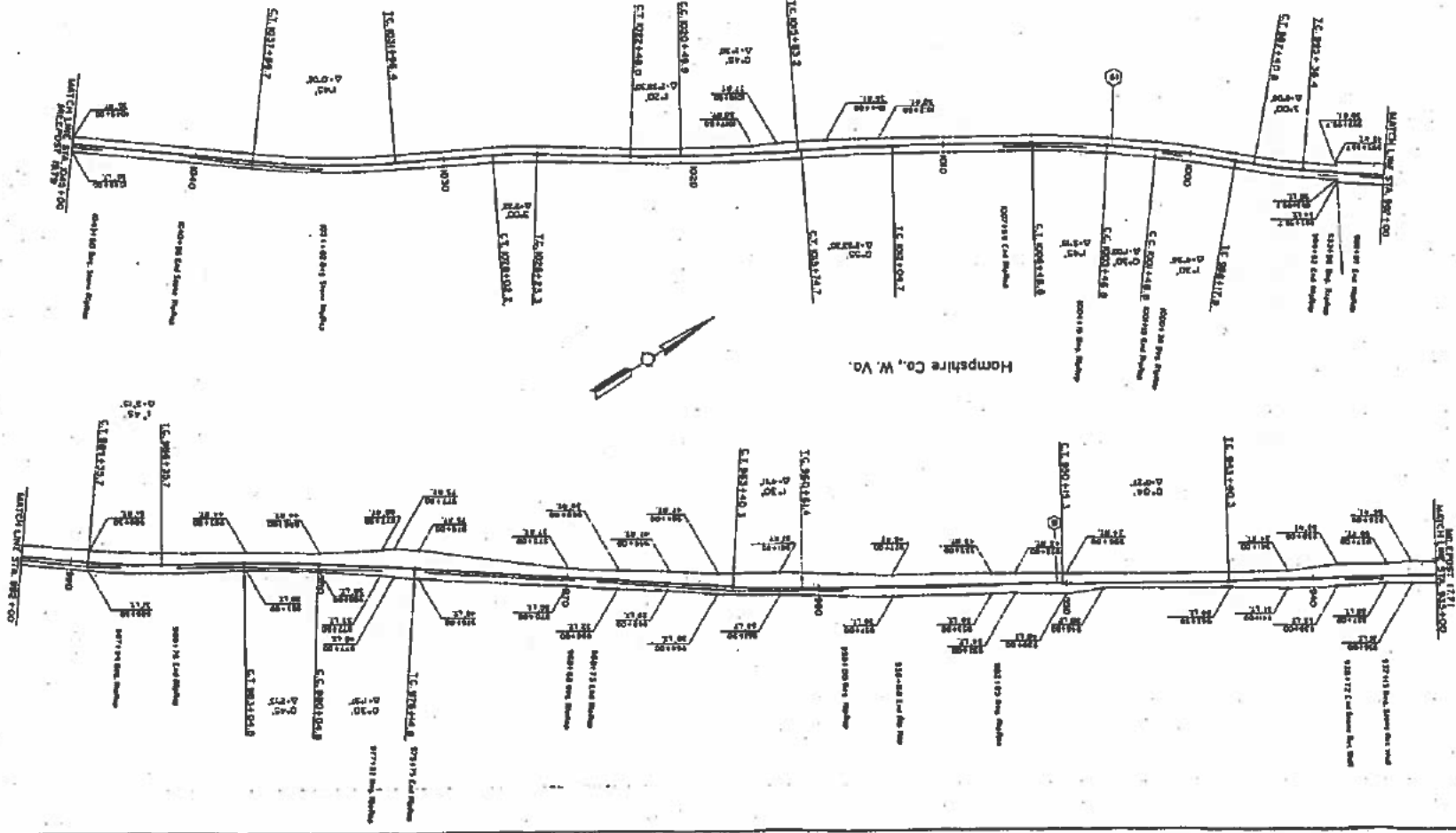
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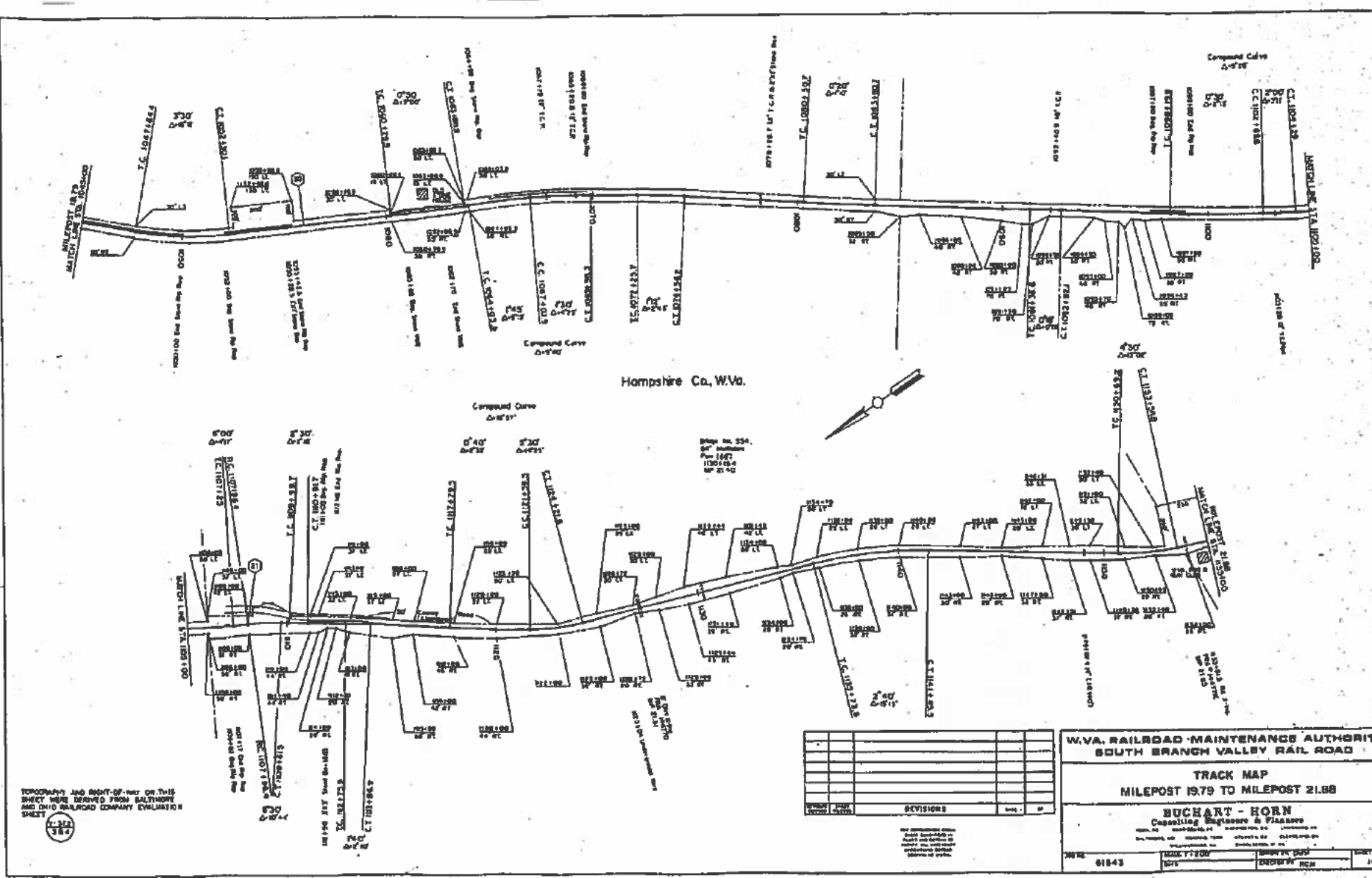
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Hampshire Co., W. Va.

Bridge No. 122  
2-SPAN TWIN TUBES  
25-SPAN PIER W. P. TUBES  
205+11.0 TO 214+75.2  
10' CLEARANCE  
12-12-57



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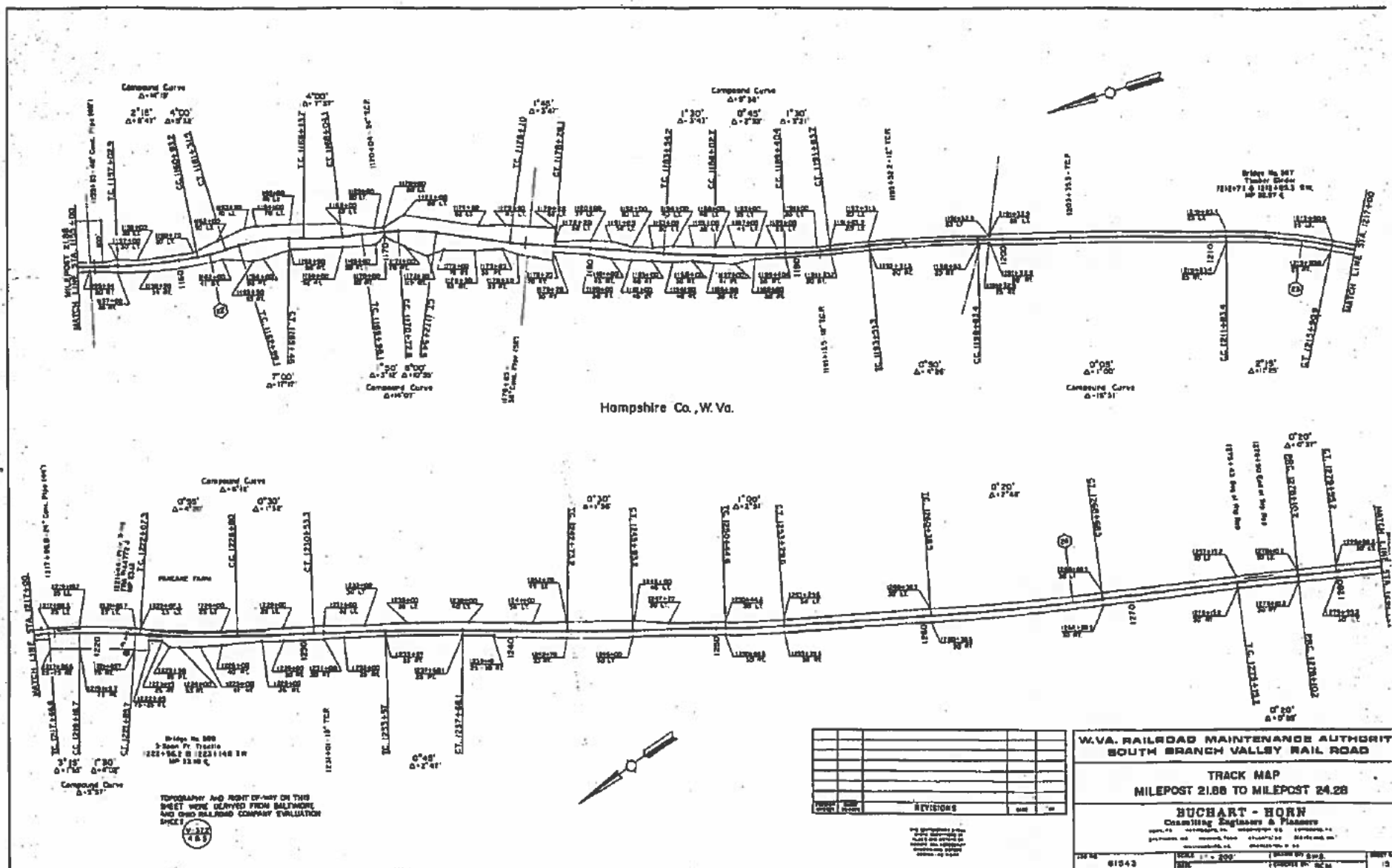
REVISIONS	DATE	BY

**W.VA. RAILROAD MAINTENANCE AUTHORITY**  
**SOUTH BRANCH VALLEY RAIL ROAD**

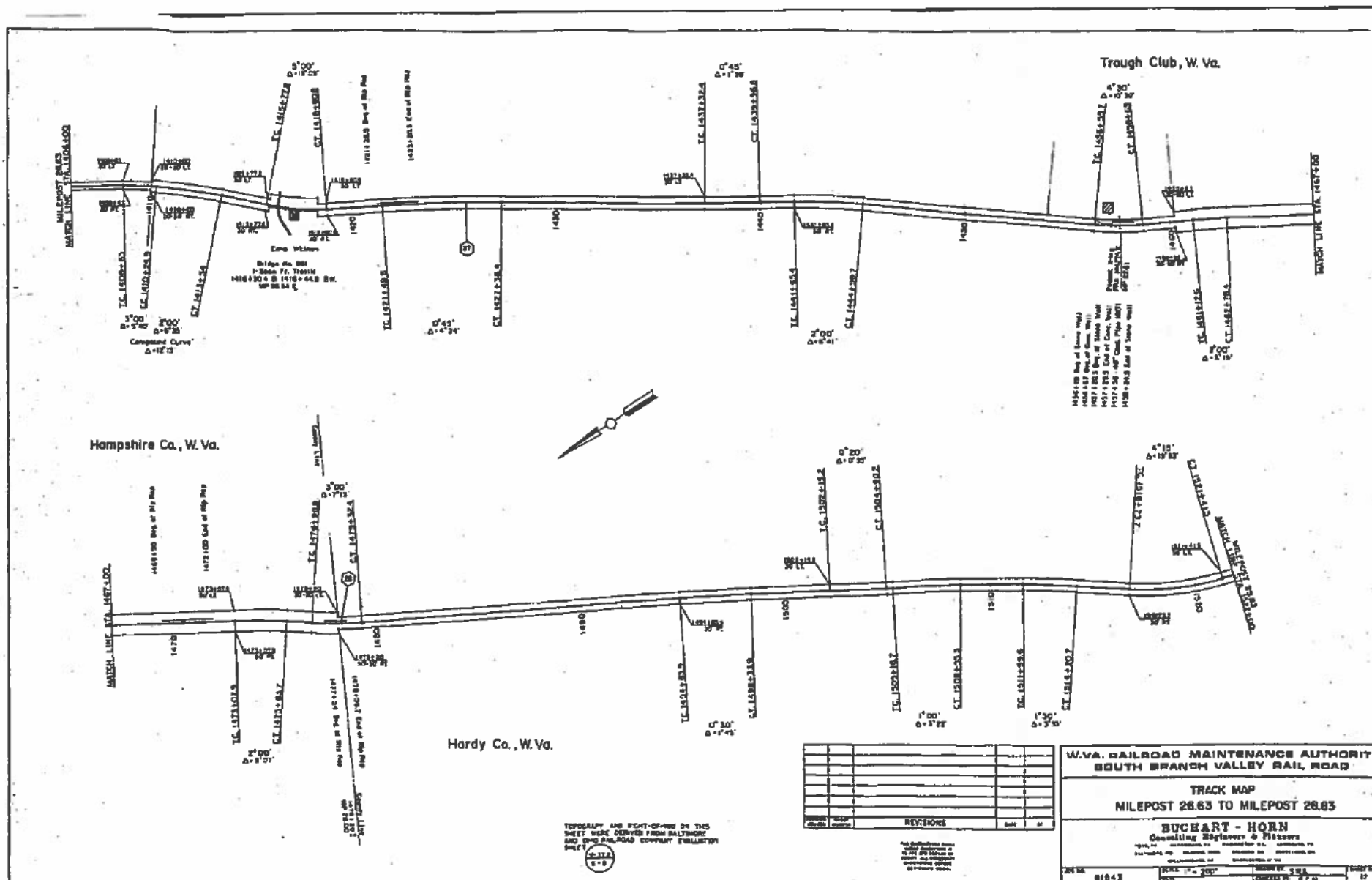
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**MILEPOST 19.79 TO MILEPOST 21.88**

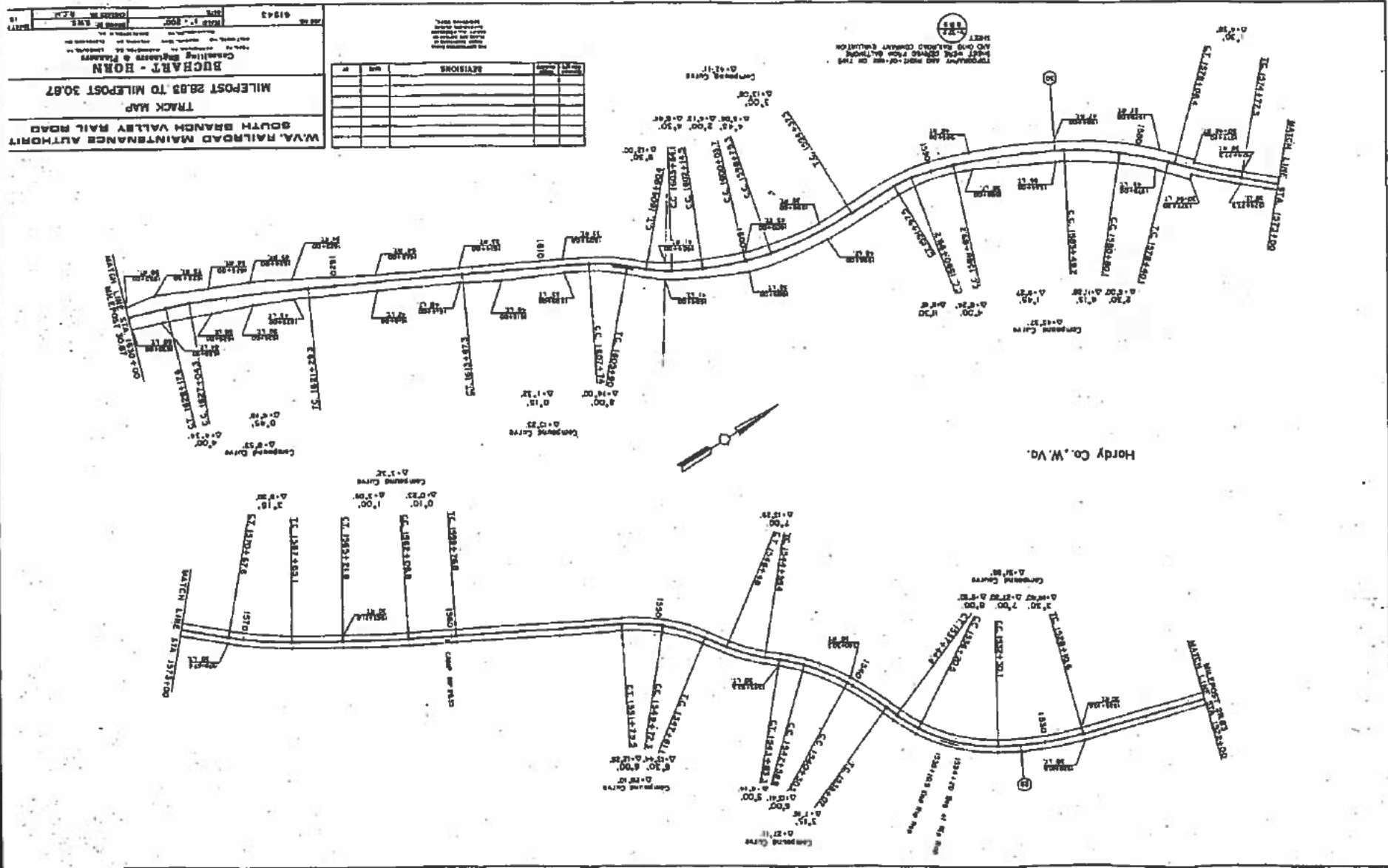
**BUCHART - HORN**  
 Consulting Engineers & Planners

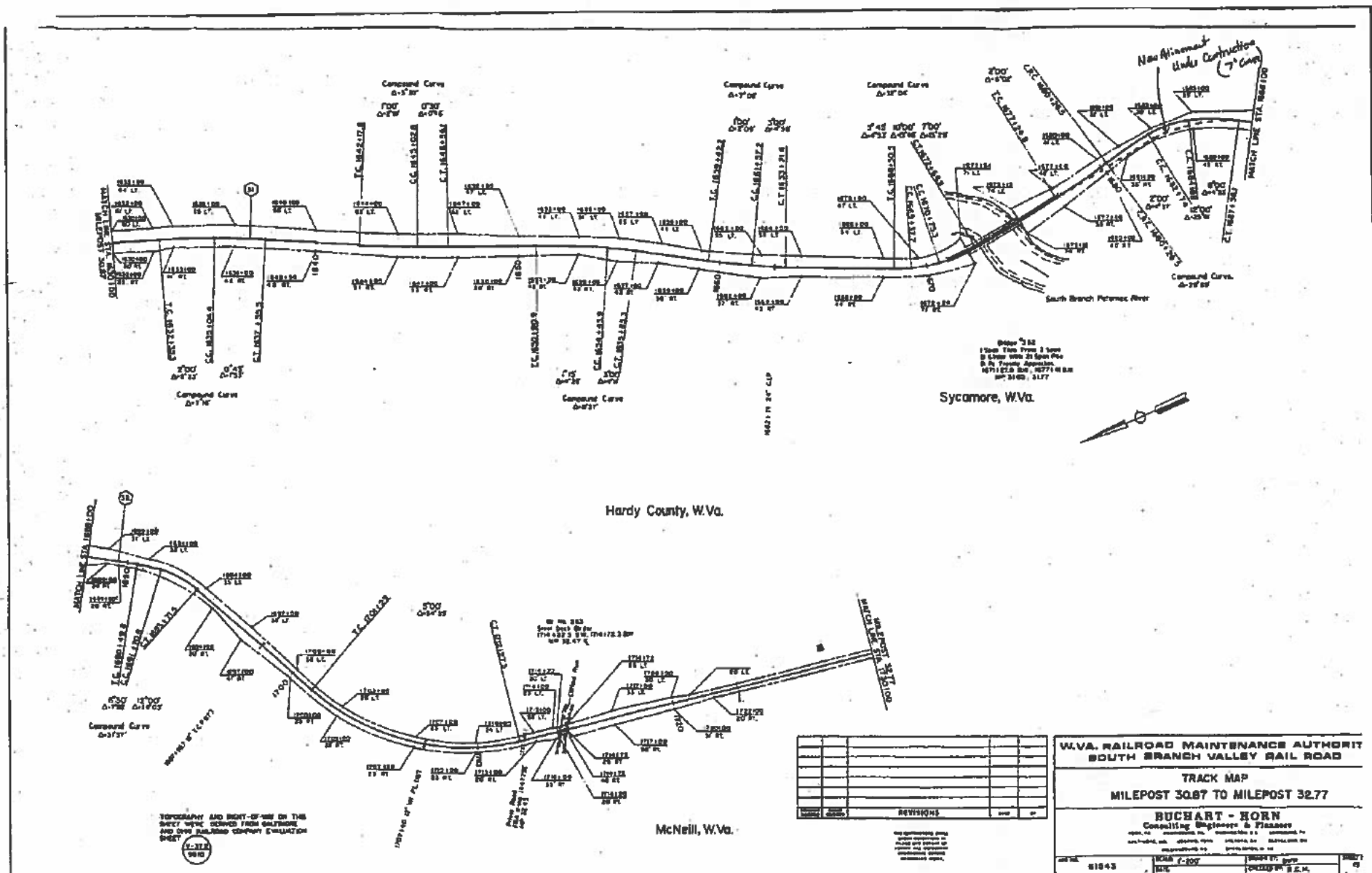
DATE: 10/1/79  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

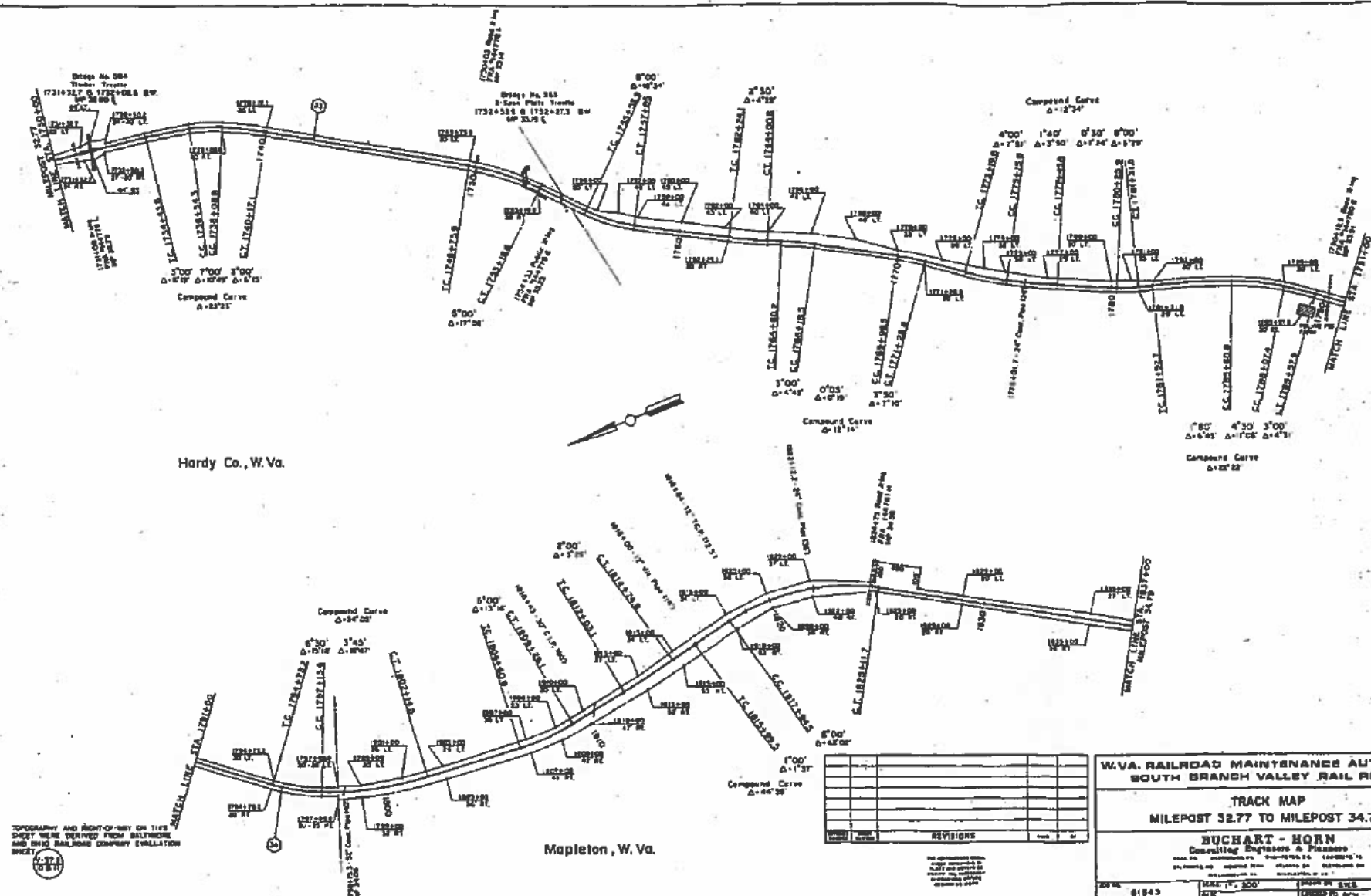










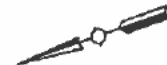


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NO.	DATE	REVISIONS	BY	CHK

THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE MAINTENANCE AUTHORITY ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.





Moorefield, W.Va.

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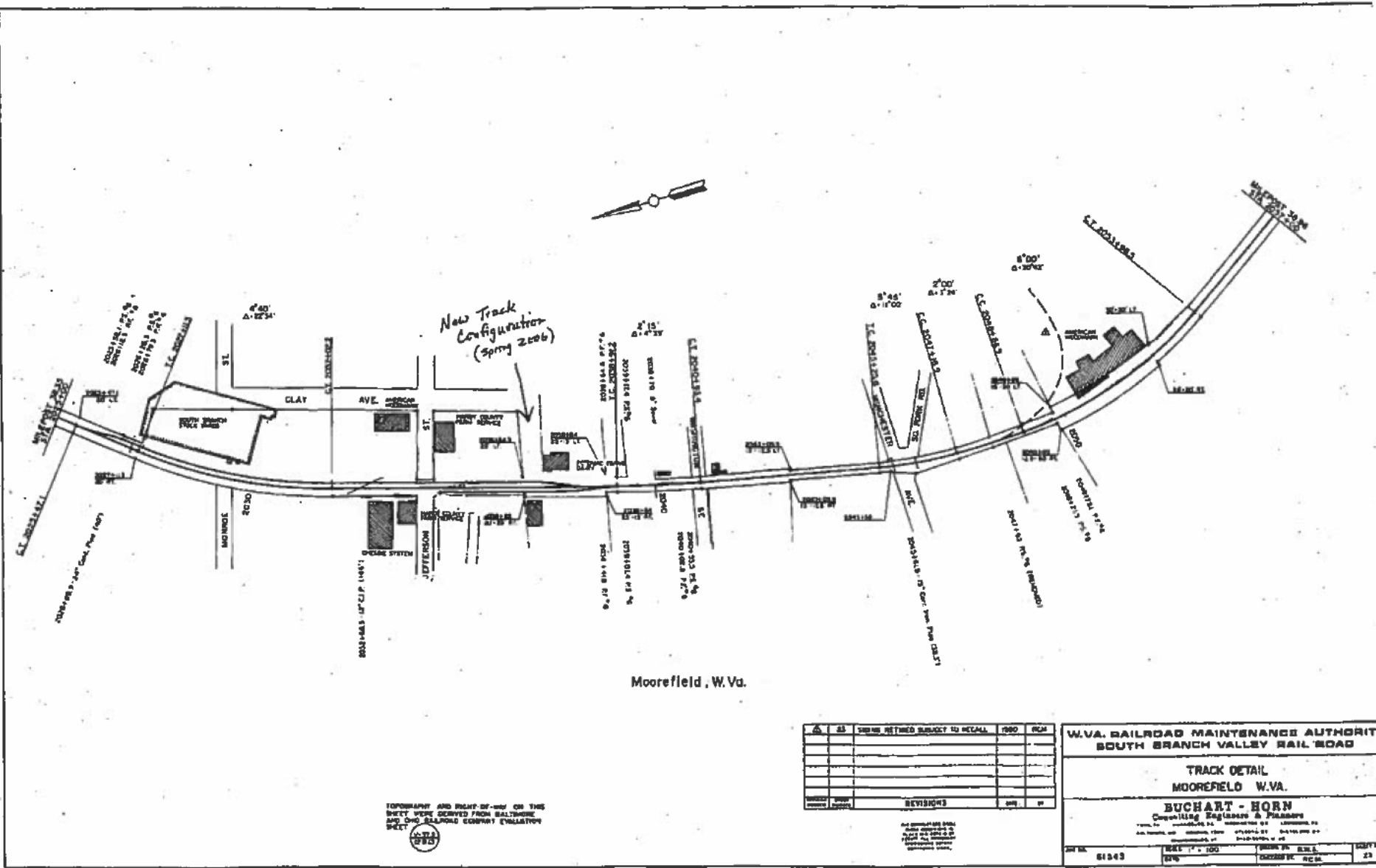
TRACK MAP  
MILEPOST 36.70 TO MILEPOST 38.92

### Consulting Engineers & Planners

2000	81043	SCALE 1-100	DATE 10/10/00	TIME 10:00
		BY: [Signature]	DRIVER: [Signature]	OFFICER: [Signature]

TOPOGRAPHY AND POINT-OF-VIEW ON THE  
SHEET WERE DERIVED FROM BALTIMORE  
AND THE BALDWIN COMPANY ELEVATION  
SHEET

$$\frac{(7-37.2)}{(6-1)}$$



Moorefield, W. Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE OBTAINED FROM BALTIMORE AND OHIO RAILROAD COMPANY (B&O) FIELD OFFICE

NO.	DATE	REVISIONS	BY	CHKD

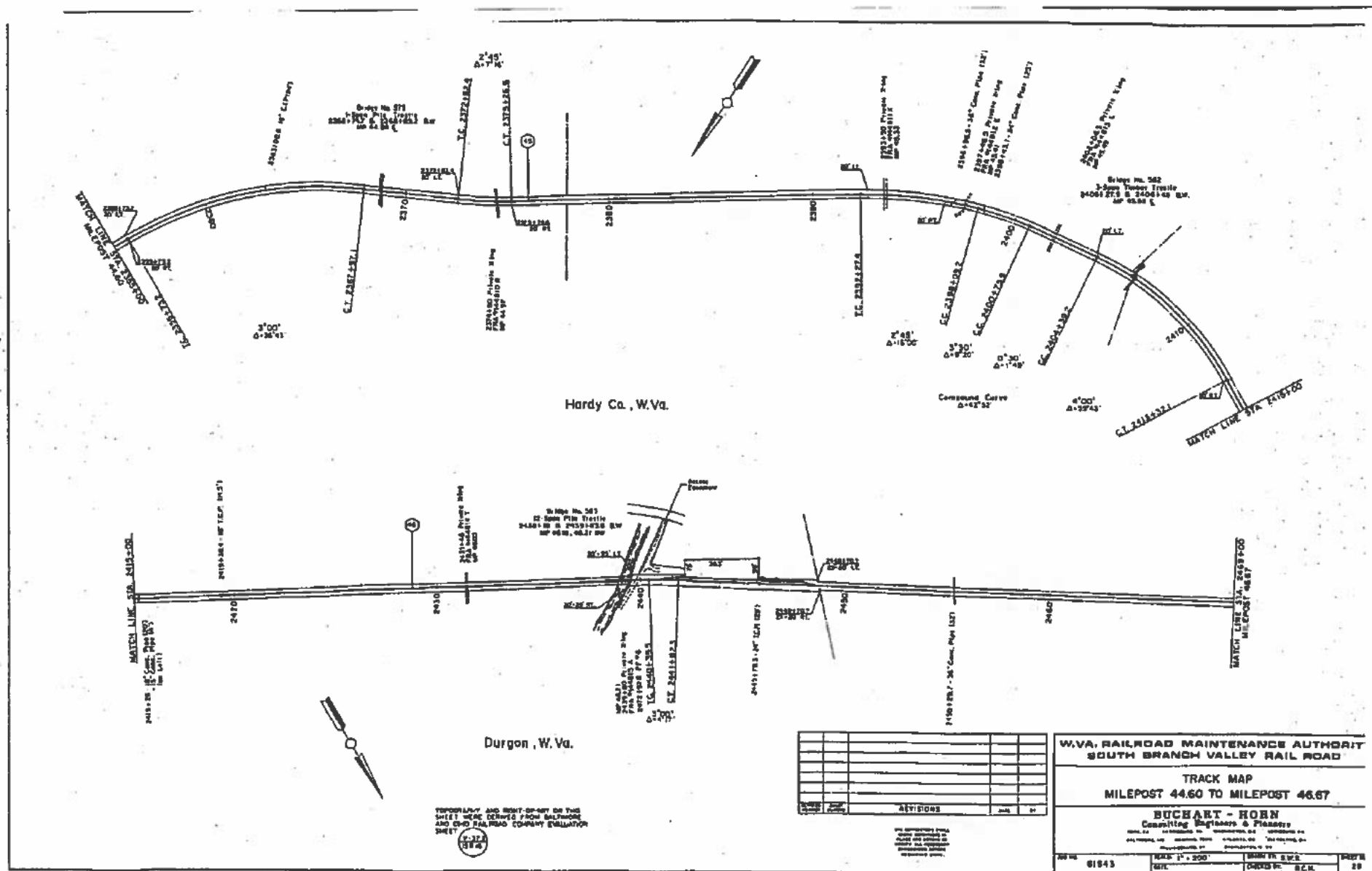
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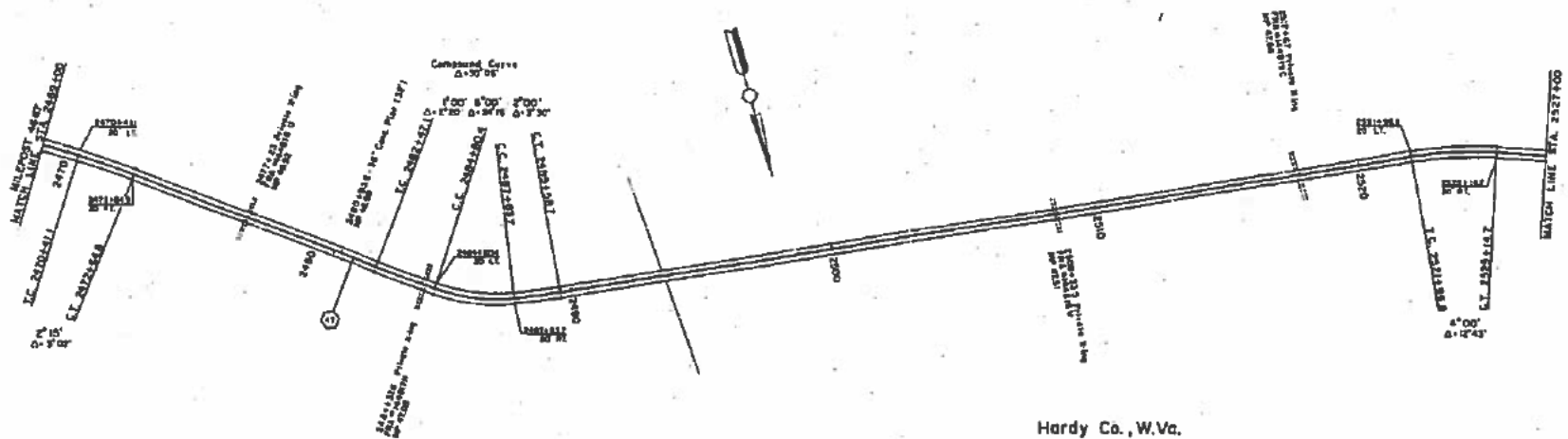
W.VA. RAILROAD MAINTENANCE AUTHORITY SOUTH BRANCH VALLEY RAILROAD			
TRACK DETAIL MOOREFIELD W.VA.			
BUCHART - HORN Consulting Engineers & Planners 1000 E. 10th St. Morgantown, W. Va. 26501 Phone: 304-246-1111 Fax: 304-246-1112 E-mail: burchart@buchart-horn.com			
DATE 6/15/06	BY J.E.H.	CHKD BY J.E.H.	SHEET NO. 23



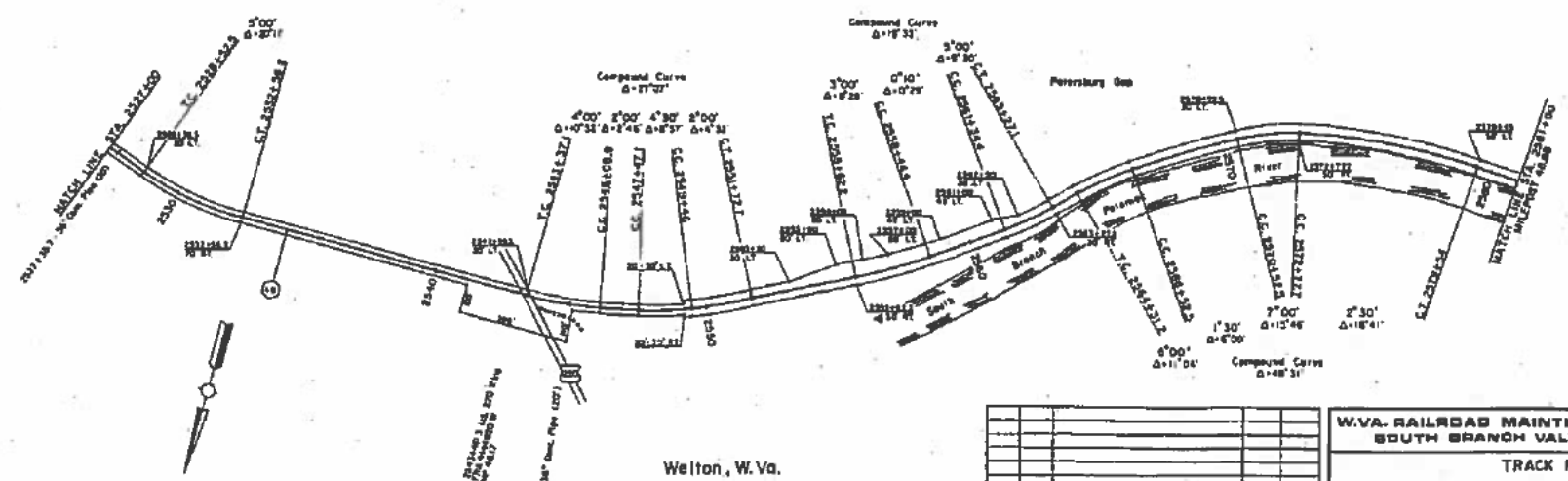








Hardy Co., W.Va.

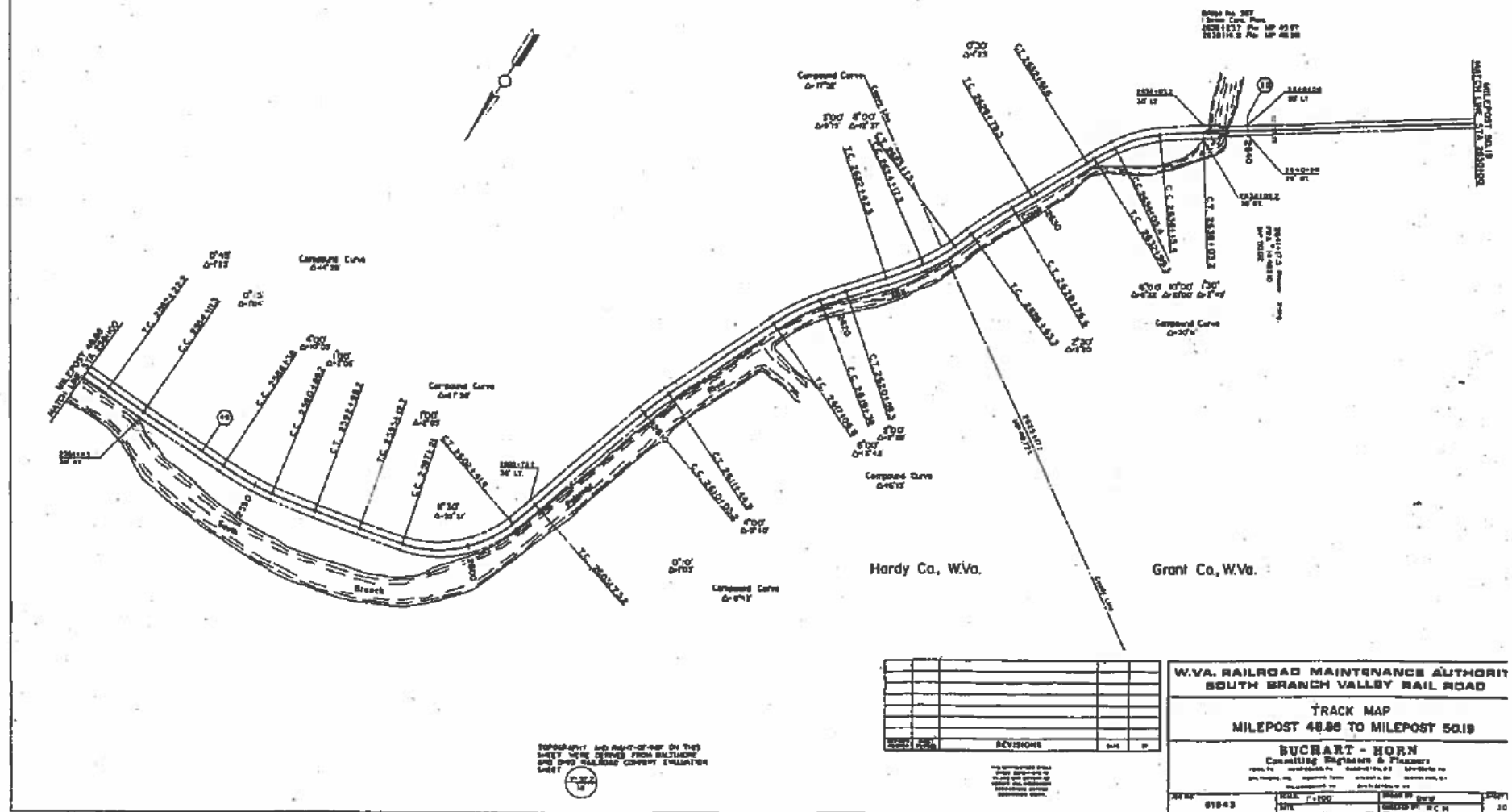


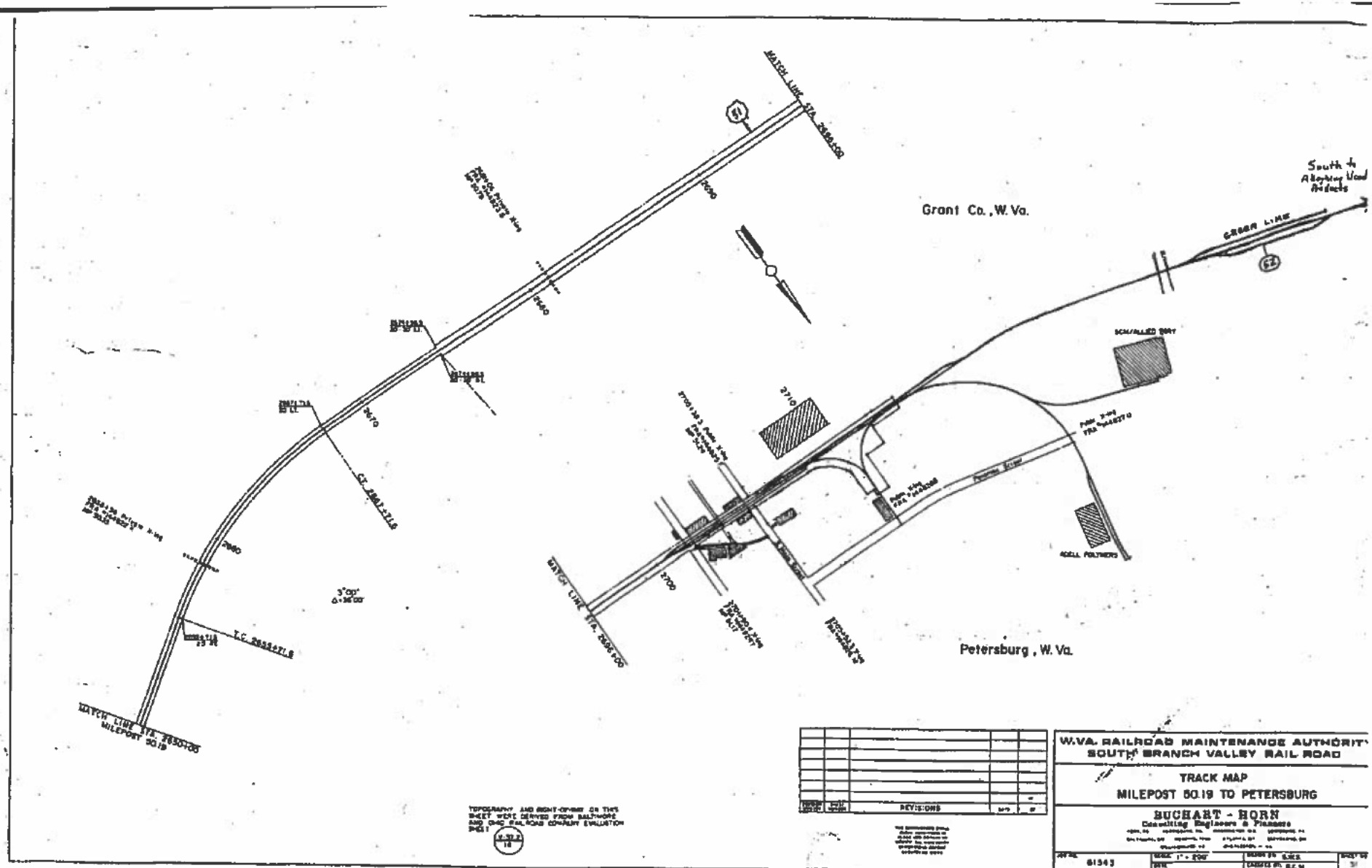
Welton, W.Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY ELEVATION SHEET

REVISIONS	DATE	BY

W.VA. RAILROAD MAINTENANCE AUTHORITY			
SOUTH BRANCH VALLEY RAIL ROAD			
TRACK MAP			
MILEPOST 48.67 TO MILEPOST 48.88			
BUCHART - HORN			
Consulting Engineers & Planners			
<small>           This map was prepared by the Maintenance Authority of the W.Va. Railroad Maintenance Authority, Charleston, W.Va. It is not to be used for any other purpose without the written consent of the Maintenance Authority.         </small>			
NO. 61943	DATE	DESIGNED BY	CHECKED BY





## Exhibit "A"

## Price Sheet

Replace Crossties and Surface on the SBVR					
Line	Description	Unit of	Unit	Quantity	Extended
Item	Replace Crossties and Surfacing on SBVR	Measure	Cost	Needed	Cost
1.1.1	Replace 5,000 crossties between MP 22.0 and MP32.0	Each	0.00	5,000	0.00
	(This includes tamping of this area)				
1.1.2	Additonal Gaging between MP 22.0 & MP 32.0	Per Ft	0.00	1,000	0.00
1.1.4	Continual Surfacing between 38.2-39.2	Per Mile	0.00	1	0.00
Total Bid				Amount:	0.00

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: Amtrac Railroad Contractors of MD, Inc.

Authorized Signature:  Date: April 26, 2022

State of Maryland

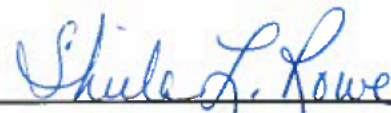
County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 26 day of April, 2022.

My Commission Expires March 24, 2024.



NOTARY PUBLIC



Purchasing Affidavit (Revised 01/19/2018)

# BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)  
RFQ/RFP# (B)

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
(B) Request for Quotation Number (upper right corner of page #1)  
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)  
(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's Principal Office  
(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 numbers  
(M) Brief Description of scope of work  
(N) Day of the month  
(O) Month  
(P) Year  
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)  
(R) Seal of Principal  
(S) Signature of President, Vice President, or Authorized Agent  
(T) Title of Person Signing for Principal  
(U) Seal of Surety  
(V) Name of Surety  
(W) Signature of Attorney in Fact of the Surety

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

**Bid Bond**  
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 Obligor, 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 Obligor may accept such bid and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20 (P).

Principal Seal \_\_\_\_\_  
(R) \_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(S)  
(Must be President, Vice President, or  
Duly Authorized Agent)

\_\_\_\_\_  
(T)  
Title

Surety Seal \_\_\_\_\_  
(U) \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(W)  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President, Vice President, or  
Duly Authorized Agent)

\_\_\_\_\_  
(Title)

Surety Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**

State of West Virginia  
Purchasing Division

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**CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET**

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In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: RMA22033  
Contract Purpose: Replace 5000 ties on SBVR & Tamp  
Agency Requesting Work: State of West Virginia

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☒ Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- ☒ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☒ Average number of employees in connection with the construction on the public improvement;
- ☒ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name:	<u>Amtrac Railroad Contractors of MD, Inc.</u>	Vendor Telephone:	<u>301-797-3730</u>
Vendor Address:	<u>9436 Earley Drive</u>	Vendor Fax:	<u>301-797-3740</u>
	<u>Hagerstown, Maryland 21740</u>	Vendor E-Mail:	<u>rmatthews@amtracmd.com</u>
	<u></u>		



**State of West Virginia**  
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**  
**West Virginia Code §21-1D-5**

I, Robert L. Matthews, after being first duly sworn, depose and state as follows:

1. I am an employee of Amtrac Railroad Contractors of MD, Inc.; and,  
 (Company Name)
2. I do hereby attest that Amtrac Railroad Contractors of MD, Inc.  
 (Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Robert L. Matthews

Signature: 

Title: Vice President

Company Name: Amtrac Railroad Contractors of MD, Inc.

Date: April 26, 2022

STATE OF WEST Maryland

COUNTY OF Washington, TO-WIT:

Taken, subscribed and sworn to before me this 26 day of April, 2022.

By Commission expires March 24, 2024



(Notary Public)



## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Amtrac Railroad Address: 9436 Earley Drive -Hagerstown, MD  
Contractors of MD, Inc.

Name of Authorized Agent: Robert L. Matthews Address: 9436 Earley Drive-Hagerstown, MD

Contract Number: RMA202233 Contract Description: Ties and Tamping

Governmental agency awarding contract: State of West Virginia

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

☒ Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

☒ Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

☒ Check here if none, otherwise list entity/individual names below.

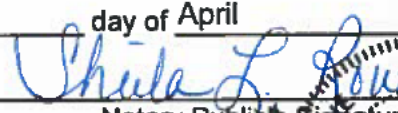
Signature: 

Date Signed: April 26, 2022

**Notary Verification**

State of Maryland, County of Washington:

I, Robert L. Matthews, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

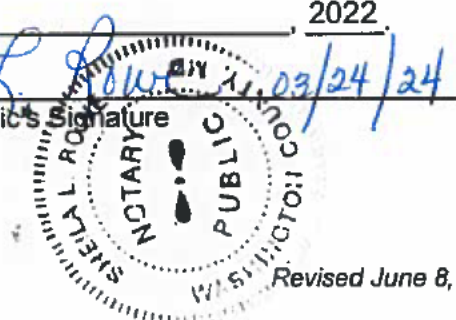
Taken, sworn to and subscribed before me this 26th day of April, 2022.  
  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



Revised June 8, 2018



State of West Virginia

## **PURCHASING DIVISION**

### **Construction Bid Submission Review Form**

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*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

---

#### **Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

#### **Errors that May Be Reason for Bid Disqualification Before Contract Award**

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

## **Understanding the Acord Certificate of Insurance**

1. **Date the Certificate is prepared.**
2. **Producer is the Insurance broker that wrote the insurance policies for the insured.**
3. **Insured is the person or entity for whom the insurance policy is written and to which primary insurance coverage is extended and must be the legal name.**
4. **Insurance company providing coverage. There may be multiple Insurer companies as different types of policies could be issued by different companies.**
5. **Types of Insurance:**
  - a. **General Liability – Make sure one of the boxes for claims made or occurrence is marked.**
  - b. **Automobile Liability**
  - c. **Umbrella/Excess Liability**
  - d. **Workers Compensation and Employers Liability**
  - e. **Other**
6. **Policy number – should have a number for each type of coverage**
7. **Policy Effective and Expiration Dates. If the contract falls beyond the expiration date, remember to request a new certificate for the next period.**
8. **Limits of Insurance – Must be the same or greater than required by the contract.**
  - a. **General Liability – Per occurrence, damage to rented premises, personal and advertising injury, general aggregate, and products completed operations**
  - b. **Automobile Liability**
  - c. **Umbrella/Excess Liability**
  - d. **Workers Compensation and Employers Liability**
  - e. **Other**
9. **Description of Operations – This box will contain language if Additional Insured status has been afforded or may provide information regarding events or other type of provisions to the policy. The purpose of being an additional insured on a policy is to provide insurance coverage and rights to defense under the policy.**

**This provides the coverage necessary if a claim arises from the actions of the vendor, subcontractor, supplier, etc.**

**10. Certificate Holder is the person or company to whom the Certificate of Insurance is being mailed. No rights, privileges or insurance coverage are extended to a certificate holder. The certificate holder must be named as an Additional Insured in the Description of Operations box.**

**11. Cancellation Language Outlines the terms for providing notice about cancellation of the policy.**

**12. Authorized Representative – signed by the authorized representative of the Producer.**



# CERTIFICATE OF LIABILITY INSURANCE

1 DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	PHONE	FAX
West Virginia Board of Risk & Insurance	NAME	704-766-2646	704-558-8004
Management 1124 Smith Street Suite 4300	(A/C, No, Ext)		(A/C, No)
Charleston, WV 25301	ADDRESS	Email: <a href="mailto:prim.underwriting@wv.gov">prim.underwriting@wv.gov</a>	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Co of Pittsburgh PA		19445
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
NR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WRONGFUL ACT <input checked="" type="checkbox"/> PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		SPECIMEN	07/01/2017 07/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ NONE PRODUCTS - COMPROP AGG \$ NONE \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		SPECIMEN	07/01/2017 07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFIT/LOSS/PAID/REVENUE/INCOME/EMPLOYMENT EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	SPECIMEN STOP GAP	07/01/2017 07/01/2018	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SPECIMEN

9

CERTIFICATE HOLDER	CANCELLATION
SPECIMEN	11 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
10	12 AUTHORIZED REPRESENTATIVE <i>M. Duke</i>

**QUESTIONS CAN BE DIRECTED TO THE WEST VIRGINIA BOARD OF RISK AND  
INSURANCE MANAGEMENT**

**(304)766-2646 OR (800)345-4669**

**OR EMAIL TO:**

**Robert A. Fisher, Deputy Director: [robert.a.fisher@wv.gov](mailto:robert.a.fisher@wv.gov)**

**Melody Duke, Underwriting Manager: [melody.a.duke@wv.gov](mailto:melody.a.duke@wv.gov)**