

Exhibit "A"
Price Sheet

Replace Crossties and Surfacing 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 4,000 crossties between MP 43.0 -MP 51.0 (Installed tie will be gaged)	Each	\$ 171.73	4,000	\$ 686,920.00
			Total Bid Amount: \$ 686,920.00		

RECEIVED
2005 OCT -1 PM 9:31
MAY 13 2005

Agency _____
REQ.P.O.# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Amtrac Railroad Contractors of MD, Inc.
of 9436 Earley Dr., Hagerstown, MD 21740, as Principal, and Federal Insurance Company
of 202B Hall's Mill Road, Whitehouse Station, NJ 08889, a corporation organized and existing under the laws of the State of _____
Indiana with its principal office in the City of Whitehouse Station, NJ, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the Total Amount Bid (\$ 5% Total Amount Bid) 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
CRFQ 0810 DMT2700000001, Replace 4,000 ties on SBVR and gage installed tie

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 17th day of September, 2026.

Principal Seal

Amtrac Railroad Contractors of MD, Inc.

(Name of Principal)

By

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

ROBERT L. MATTHEWS - VICE PRESIDENT
(Title)

Federal Insurance Company

(Name of Surety)

Ryan Gray, 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.

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF MARYLAND

COUNTY OF WASHINGTON

ON THE 17th DAY OF September, 2026 BEFORE ME PERSONALLY APPEARED Robert Matthews
TO BE KNOWN WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE
President OF Amtrac Railroad Contractors of MD, Inc. THE CORPORATION THAT
EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION
EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY
OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Shirley L. Rowe
Notary Public
3/14/28

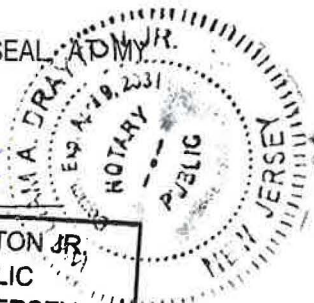

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 17th DAY OF September, 2026 BEFORE ME PERSONALLY APPEARED Ryan Gray TO ME KNOWN,
WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF
Federal Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND
ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY
OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

William A. Drayton Jr.
Notary Public

WILLIAM A. DRAYTON JR.
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 9, 2031



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Ryan Gray, Marisol Mojica, Andreah Moran, Krystal L. Stravato, Jaclyn Maffey, Dipal Savaliya, and Kevin T. Walsh Jr. of Whippany, New Jersey; Andrea E. Gorbett and Mariya Leonidov of Jericho, New York; Neil C. Donovan and Gerard Leib of Berwyn, Pennsylvania -

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 27TH day of August, 2025.

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 27TH day of August, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin
NOTARY PUBLIC OF NEW JERSEY
NO. 50173208
COMMISSION EXPIRES OCT 15, 2026

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 17, 2026



Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis
December 31, 2025
(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash, Cash Equivalents, and ST Investments	\$ (579,525)	Outstanding Losses and Loss Expenses	\$ 11,088,245
U.S. Government Bonds	335,089	Reinsurance Payable on Losses and Expenses	1,740,572
Non-US Government Bonds	354,457	Unearned Premiums	3,393,935
Issuer Credit Obligations ("ICO") Bonds	7,795,356	Ceded Reinsurance Premiums Payable	413,131
Asset-Backed Securities ("ABS") Bonds	5,133,641	Other Liabilities	<u>677,572</u>
Stocks	456,376		
Other Invested Assets	<u>1,630,546</u>		
TOTAL INVESTMENTS	<u>15,125,940</u>	TOTAL LIABILITIES	<u>17,313,455</u>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co	458,456	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	406,475	Unassigned Funds	<u>2,719,103</u>
Chubb National Ins. Co	210,054		
Chubb Indemnity Ins. Co.	187,377	SURPLUS TO POLICYHOLDERS	<u>5,451,557</u>
Chubb Ins. Co. of New Jersey	42,766		
Chubb Lloyds Ins. Co. of Texas	6,321		
Other Affiliates	72,521		
Premiums Receivable	2,656,438		
Other Assets	<u>3,598,684</u>		
TOTAL ADMITTED ASSETS	<u>\$ 22,765,012</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 22,765,012</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2025, investments with a carrying value of \$574,475,305 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2025.

Sworn before me this March 11, 2026

Jaime L. Yates
Senior Vice President
Jaime L. Yates
Notary Public

September 19, 2027
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Jaime L. Yates, Notary Public
Philadelphia County
My commission expires September 19, 2027
Commission number 1357070
Member, Pennsylvania Association of Notaries



State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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: CRFQ 0810 DMT2700000001

Contract Purpose: Replace 4,000 Ties on SVVR and gage installed ties

Agency Requesting Work: West Virginia State Rail Authority - South Branch Valley Railroad

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: Amtrac Railroad Contrators of MD, Inc.

Vendor Address: 9436 Earley Drive
Hagerstown, MD 21740

Vendor Telephone: 301-797-3730

Vendor Fax: 301-797-3740

Vendor E-Mail: rmatthews@amtracmd.com



**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: *Robert L. Matthews*

Title: Vice President

Company Name: Amtrac Railroad Contractors of MD, Inc.

Date: September 29, 2026

STATE OF WEST MARYLAND,

COUNTY OF Washington, TO-WIT:

Taken, subscribed and sworn to before me this 16th day of September, 2026.

By Commission expires March 14, 2028



Sheila L. Rowe
(Notary Public) Sheila L. Rowe 3-14-28



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
Construction

Proc Folder: 2022451			Reason for Modification: ADDENDUM NO_3 Vendor Questions and responses
Doc Description: Replace 4,000 ties on SBVR and gage installed tie			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-17	2026-10-01 13:30	CRFQ 0810 DMT2700000001	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: WV065665
Vendor Name : Amtrac Railroad Contractors of MD, Inc.
Address : 9436 Earley Drive
Street :
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

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN# 33-2399887

DATE September 29, 2026

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

ADDITIONAL INFORMATION**ADDENDUM NO_3**

Addendum No_3 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

West Virginia Purchasing Division is soliciting bids on behalf of WV State Rail Authority (SRA) to establish a contract for the following:

To replace 4,000 crossties and surface track on the South Branch Valley Railroad (SBVR). Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

STATE RAIL AUTHORITY
120 WATER PLANT DR

MOOREFIELD
US

WV

SHIP TO

STATE RAIL AUTHORITY
(DBA) SOUTH BRANCH
VALLEY RAILROAD
120 WATER PLANT DR

MOOREFIELD
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 4,000 Ties between MP 43.0 and MP 51.0	4000.00000	EA	\$171.73	\$686,920.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

Replace 4,000 Ties between MP 43.0 and MP 51.0 on SBVR (Installed tie will be gaged)

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid Meeting - WV Rail Authority Office 10:00am Moorefield	2026-09-01
2	Tech Questions due by 10:00AM	2026-09-09

	Document Phase	Document Description	Page 3
DMT2700000001	Final	Replace 4,000 ties on SBVR and gage installed tie	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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
Construction

Proc Folder: 2022451

Doc Description: Replace 4,000 ties on SBVR and gage installed tie

Reason for Modification:

ADDENDUM NO_2
Bid Opening Moves to Oct 1,
2026 @ 1:30PM

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-15	2026-10-01 13:30	CRFQ 0810 DMT2700000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: WV065665

Vendor Name : Amtrac Railroad Contractors of MD, Inc.

Address : 9436 Earley Drive

Street :

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

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304-558-2566
john.w.estep@wv.gov

**Vendor
Signature X**

FEIN# 33-2399887

DATE September 29, 2026

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ADDITIONAL INFORMATION**ADDENDUM NO_2**

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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
Construction

Proc Folder: 2022451

Doc Description: Replace 4,000 ties on SBVR and gage installed tie

Reason for Modification:

Addendum NO_1
Attached Pre-Bid Sign in Sheet

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-08	2026-09-17 13:30	CRFQ 0810 DMT2700000001	2

BID RECEIVING LOCATION

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DATE September 29, 2026

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ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

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State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 2022451			Reason for Modification:
Doc Description: Replace 4,000 ties on SBVR and gage installed tie			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-08-18	2026-09-17 13:30	CRFQ 0810 DMT2700000001	1

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

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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
John W Estep 304-558-2566 john.w.estep@wv.gov

 Vendor Signature X	FEIN# 33-2399887	DATE September 29, 2026
--	-------------------------	--------------------------------

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

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

West Virginia Purchasing Division is soliciting bids on behalf of WV State Rail Authority (SRA) to establish a contract for the following:

To replace 4,000 crossties and surface track on the South Branch Valley Railroad (SBVR). Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

STATE RAIL AUTHORITY
120 WATER PLANT DR

MOOREFIELD
US

WV

SHIP TO

STATE RAIL AUTHORITY
(DBA) SOUTH BRANCH
VALLEY RAILROAD
120 WATER PLANT DR

MOOREFIELD
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 4,000 Ties between MP 43.0 and MP 51.0	4000.00000	EA	\$171.73	\$686,920.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

Replace 4,000 Ties between MP 43.0 and MP 51.0 on SBVR (Installed tie will be gaged)

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid Meeting - WV Rail Authority Office 10:00am Moorefield	2026-09-01
2	Tech Questions due by 10:00AM	2026-09-09

SOLICITATION NUMBER: CRFQ DMT2700000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DMT27000000001 Solicitation" 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

Additional Documentation:

Bid Opening Remains 09/17/2026 @ 1:30pm

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.



Pre-Bid Sign-In Sheet (WV-32)

Solicitation No.: 0810-0804-GRFQ-DMT2700000001

Date of Pre-Bid Meeting: 9/1/26

Location of Pre-Bid Meeting: SRA Office - Moorefield, WV



Mandatory



Not Mandatory

Page 1 of 1

PLEASE NOTE:

- Vendors must sign in on this sheet to verify attendance at the pre-bid conference meeting.
- Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
- For further verification, please provide a business card, if possible.

One Vendor Per Representative: No one individual is permitted to represent more than one vendor at the pre-bid conference. 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.

Firm Representative:	Representative Name (Printed)	Firm Address:	Telephone:	Email Address:
Morgan Rail/Service	Tim Souders	Hodgenville WV 25927 10152 Hodgenville RD	304-258-2354	Tim@MorganRail/Service.com
Amtrak RR Cont.	Dale Simpson	9436 Earley Dr. Hagerstown, MD	301-992-9122	dsimpson@amtrakmd.com
Rhinohart RR.	Johnny Wharton	1600 Angles Rd Fallston, Maryland	D - 410-879-1322 C - 304-694-5193	JohnnyW@RhinoHartRailroad.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DMT2700000001

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 the 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)

☒ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

I understand that failure to confirm the receipt of the 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

September 29, 2026

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
Construction

Proc Folder: 2022451			Reason for Modification: ADDENDUM NO_2 Bid Opening Moves to Oct 1, 2026 @ 1:30PM
Doc Description: Replace 4,000 ties on SBVR and gage installed tie			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-15	2026-10-01 13:30	CRFQ 0810 DMT2700000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: WV065665
Vendor Name : Amtrac Railroad Contrators of MD, Inc.
Address : 9436 Earley Drive
Street :
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

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN# 33-2399887

DATE September 29, 2026

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

ADDITIONAL INFORMATION**ADDENDUM NO_2**

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

West Virginia Purchasing Division is soliciting bids on behalf of WV State Rail Authority (SRA) to establish a contract for the following:

To replace 4,000 crossties and surface track on the South Branch Valley Railroad (SBVR). Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO**SHIP TO**

STATE RAIL AUTHORITY
120 WATER PLANT DR

STATE RAIL AUTHORITY
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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 4,000 Ties between MP 43.0 and MP 51.0	4000.00000	EA	\$171.73	\$686,920.00

Comm Code**Manufacturer****Specification****Model #**

72141603

Extended Description:

Replace 4,000 Ties between MP 43.0 and MP 51.0 on SBVR (Installed tie will be gaged)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Prebid Meeting - WV Rail Authority Office 10:00am Moorefield	2026-09-01
2	Tech Questions due by 10:00AM	2026-09-09

SOLICITATION NUMBER: CRFQ DMT2700000001

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DMT2700000001 Solicitation" to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ [X] 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

Additional Documentation:

Bid Opening Moves to October 1, 2026 at 1:30pm

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DMT2700000001

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 the 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)

☐ Addendum No. 1	☐ Addendum No. 6
☒ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

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Amtrac Railroad Contractors of MD, Inc.

Company



Authorized Signature

September 29, 2026

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
Construction

Proc Folder: 2022451			Reason for Modification: ADDENDUM NO_3 Vendor Questions and responses
Doc Description: Replace 4,000 ties on SBVR and gage installed tie			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-17	2026-10-01 13:30	CRFQ 0810 DMT2700000001	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: WV065665
Vendor Name : Amtrac Railroad Contractors of MD, Inc.
Address : 9436 Earley Drive
Street :
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

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN# 33-2399887

DATE September 29, 2026

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

ADDITIONAL INFORMATION**ADDENDUM NO_3**

Addendum No_3 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

West Virginia Purchasing Division is soliciting bids on behalf of WV State Rail Authority (SRA) to establish a contract for the following:

To replace 4,000 crossties and surface track on the South Branch Valley Railroad (SBVR). Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

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VALLEY RAILROAD

120 WATER PLANT DR

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WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 4,000 Ties between MP 43.0 and MP 51.0	4000.00000	EA	\$171.73	\$686,920.00

Comm Code**Manufacturer****Specification****Model #**

72141603

Extended Description:

Replace 4,000 Ties between MP 43.0 and MP 51.0 on SBVR (Installed tie will be gaged)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Prebid Meeting - WV Rail Authority Office 10:00am Moorefield	2026-09-01
2	Tech Questions due by 10:00AM	2026-09-09

SOLICITATION NUMBER: CRFQ DMT2700000001

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DMT27000000001 Solicitation" 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

Additional Documentation:

Vendor Questions and Responses

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 0810 DMT2700000001 – Questions & Answers

Q 1. What sidings are available for us to use to clear up or store our equipment during the Project?

A1. Petersburg or Durgon. The siding at Durgon has approximately 350 feet of available space. The Petersburg siding has 500 feet plus available space.

Q2. Permits and Licenses

The specifications state: "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."

Could you please clarify which specific permits and/or licenses will be required for this project?

A2. This is standard language in the purchasing terms and conditions. There are not any specific permits or licenses for this project that we are aware of; however, this could apply to permits that pertain to mobilization or demobilization of your equipment or for moving materials to and from the job site.

Q3. Crosstie Disposal Requirements

We recently completed a project for the West Virginia Central Railroad and were advised that a new law enacted in 2026 requires independent laboratory testing of

removed crossties prior to disposal, and that the crossties must be disposed of at a certified landfill. We are currently undergoing this testing process. Would the State

Rail Authority consider performing or coordinating this testing for the crossties Associated with this project?

A3. No, this will be the contractor's responsibility.

Q4. How many switches are in the work area to be tamped?

A4. There are two switches in this work area.

Q5. How long after bid due date will job be awarded?

A5. The bids will be reviewed within a few days after the bid closing date and the award recommendation will be made. After this step, the completion of the purchase order

would depend on several factors, including the contractors completing required bonds and paperwork with the WV Purchasing Division.

Q6. With bid opening being September 17, when does the project need to be completed by?

A6. Once the project is awarded, the WV State Rail Authority/South Branch Valley Railroad

will issue the notice to proceed. We will contact the contractor to work with them to

find a good time for them to start. Once the notice to proceed date is set, the contractor will have 180 days from that date to complete the project.

Q7. Are grade 5, 7 inch ties the preferred type of ties or will 80/20 7" ties be accepted?

A7. Ties will be new 7" x 9" x 8'6" Grade 5 ties (an 80/20 mix is acceptable – 80% 7" x 9" x

8'6" and 20% 7" x 8" x 8'6"). The ties will be 100% end-plated. This is stated under

section 1.3 Materials in the Request for Quotation.

Q8. Bid mentions surfacing track. Will ballast be provided the railroad to surface? If not is

there a ballast supplier the railroad uses for their ballast? Assuming AREMA 4A or

AREMA #4 ballast is the preferred ballast size.

A8. If additional ballast is needed, it will be supplied by the South Branch Valley Railroad.

Q9. Is surfacing only being done where ties are replaced or along the whole 8 miles?

A9. The whole 8 miles will include surfacing. See Section 1.1.4 in Request for Quotation.

Q10. Is project tax exempt?

A10. The WV State Rail Authority/South Branch Valley Railroad is tax exempt. Vendor/contractor can't use our tax-exempt information for purchases. Any purchases paid for by another company for this project would not be tax exempt unless that company is a tax-exempt entity.

Q11. Is project prevailing wage?

A11. No, project is not prevailing wage.

Q12. Is the project buy American / domestic requirement?

A12. Yes, this is required.

Q13. Do we need to dispose of the ties that are being replaced?

A13. Yes, contractor will need to dispose of the ties being replaced.

Q14. What is the length of the siding to store rail equipment?

A14. See question 1 and Answer 1

Q15. Can we unload equipment in the same area or just in Petersburg?

A15. Equipment will need to be unloaded in Moorefield, WV.

Q16. Will the railroad provide any missing broken plates and rail anchors?

A16. Yes, the South Branch Valley Railroad will supply and missing broken plates and rail anchors.

Q17. Are we only gauging ties we install?

A17. No, there will be 3,900 track feet of gauging. This will be marked by the South Branch Valley Railroad.

Q18. Is the staging area for the new ties only in Moorefield or are there additional Locations?

A18. Yes, staging area for the new ties will only be in Moorefield.

Q19. Can we get windows to lay out the new ties?

A19. Yes

Q20. Can we work weekends?

**A20. Yes, except the weekends the passenger train runs. That is one weekend a month,
usually the last weekend of the month.**

Q21. What is the time of trains that come through and what days of the week?

**A21. Freight train normally runs Monday through Friday from 6:00 a.m. to 4:00 p.m. one trip
per day. There could be an exception to this. The excursion train runs the last Saturday of every month with a 10:00 a.m. departure running from Romney to Petersburg. See Request for Quotation Miscellaneous Information Section 1.2 (1.2.2 Clarification of work schedule).**

**Q22. On the gauging of new ties, AREMA suggest feathering of gauging to multiple ties in
each direction of the new tie. We will need to know the track footage of
required
gauging or the machine tamping will never look correct.**

**A22. There will be 3,900 track feet of gauging. This will be marked by the South Branch
Valley Railroad.**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DMT2700000001

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 the 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)

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Amtrac Railroad Contractors of MD, Inc.

Company



Authorized Signature

September 29, 2026

Date

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

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, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), 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 180 (one hundred eighty) 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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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:

☐ **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 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 cancelation, 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.

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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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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:

☐ _____ for _____.

☐ 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.

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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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.

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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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. BONDS: The following bonds must be submitted:

- ☒ **BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☒ **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☒ **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. 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.

3.1. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

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.

(Printed Name and Title) Robert L. Matthews - Vice President

(Address) 9436 Earley Drive - Hagerstown, MD 21740

(Phone Number) / (Fax Number) Office: 301-797-3730 FAX: 301-797-3740

(email address) rmatthews@amtracmd.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Amtrac Railroad Contractors of MD, Incl.
(Company)


(Signature of Authorized Representative)

Vice President

(Printed Name and Title of Authorized Representative) (Date)

Phone: 301-797-3730 - FAX: 301-797-3740

(Phone Number) (Fax Number)

rmatthews@amtracmd.com

(Email Address)

REQUEST FOR QUOTATION
Replacement of Crossties and Surfacing on the SBVR

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 4,000 crossties and surface 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 4,000 crossties and surface 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.

2.9 "AREMA" means American Railway Engineering and Maintenance-of-Way Association. (www.arema.org)

REQUEST FOR QUOTATION
Replacement of Crossties and Surfacing on the SBVR

- 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
Replacement of Crossties and Surfacing on the SBVR

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
Replacement of Crossties and Surfacing on the SBVR

- 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 in 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 Moorefield has a locked gate. Contractor can leave their equipment at the siding at Durgon.

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

Telephone Number: 301-797-3730

Fax Number: 301-797-3740

Email Address: rmatthews@amtracmd.com

REQUEST FOR QUOTATION
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 4,000 crossties between MP 43.0 and MP 51.0 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 crosstie installation to allow time for ballast to be spread as required.

1.1.1.1 Crossties will be handled in accordance with specifications in the AREMA Manual for Railway Engineering to avoid damage. The vendor will replace only those crossties marked for replacement by the SBVR. The vendor will remove and dispose of old crossties. 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 Ties

1.1.2.1 New crossties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch.

1.1.2.2 All crossties replaced or re-spiked 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 re-spiked to correct gage. Track maps showing curvature are shown in Attachment B.

REQUEST FOR QUOTATION
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 – 8 miles where ties are installed between MP 43.0 and MP 51.0. Tamping will be coordinated with the SBVR after ties are installed to allow SBVR time to spread stone. Allow at least 30 days between the end of the tie installation before tamping begins.

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 43.0-51.0 there are 5 bridges. The bridges are at MP 42.4, 43.8, 45.6, 46.2 and 50.0.

1.1.4.2 Between MP 43.0 and MP 51.0 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.

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

REQUEST FOR QUOTATION
Replace Crossties and Surfacing on the South Branch Valley Railroad

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.

1.2 Miscellaneous Information

1.2.1 An SBVR employee will provide protection. The SBVR will ensure 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-Friday. The excursion train will start May 1 and runs on Saturdays and Sundays at 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).

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 hardwood and oak, creosote pressure treated to 7# retention.

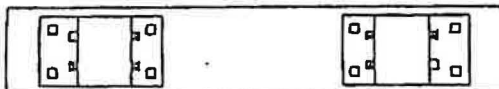
1.3.2 Vendor will provide treated wooden tie plugs or tie plug compound, either is acceptable. Spikes will be new 6" cut track spikes per AREMA specifications. Tie plates will be provided by the SBVR where existing tie plates are defective or missing.

REQUEST FOR QUOTATION
Replace Crossties and Surfacing on the South Branch Valley Railroad

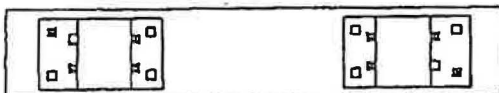
SPIKING PATTERN "A"



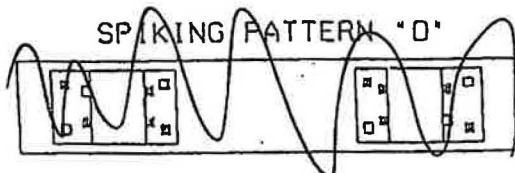
SPIKING PATTERN "B"



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

W - 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