



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

# Request for Quotation

RFQ NUMBER

RMA70016

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL  
304-558-2596

V  
E  
N  
D  
O  
R

Amtrac RR Contractors of MD  
9436 Earley Drive  
Hagerstown, MD 21740-1737

S  
H  
I  
P  
T  
O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/12/2006				
BID OPENING DATE:	11/15/2006		BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-70	851,716. <sup>00</sup>	851,716. <sup>00</sup>
REPLACEMENT OF TIMBER CROSSTIES						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA RAIL AUTHORITY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH THE REPLACEMENT OF TIMBER CROSSTIES ON ITS SOUTH BRANCH VALLEY RAILROAD PER THE ATTACHED SPECIFICATION AND DRAWINGS.						
A MANDATORY PRE-BID MEETING IS SCHEDULED FOR OCTOBER 23, 2006 AT 1:00 PM AT THE SOUTH BRANCH VALLEY RAILROAD IN MOOREFIELD, WEST VIRGINIA. THIS MEETING WILL INCLUDE AN INSPECTION OF THE RAILROAD THAT IS TO RECEIVE THE NEW TIES. BIDDERS MUST PROVIDE THEIR OWN HI-RAIL VEHICLE OR MAKE ARRANGEMENTS WITH OTHER POTENTIAL VENDORS TO RIDE WITH THEM. IF A VENDOR COMES TO THE PREBID MEETING WITHOUT MAKING PRIOR ARRANGEMENTS FOR TRANSPORTATION AND THERE ARE NO AVAILABLE SEATS, THE CONTRACTOR WILL BE UNABLE TO INSPECT THE TRACK AND POSSIBLY BE UNABLE TO BID ON THIS PROJECT. IN THE INTEREST OF FAIRNESS, THE WEST VIRGINIA RAIL AUTHORITY WILL NOT PROVIDE TRANSPORTATION FOR ANY VENDOR.						
TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL WITH THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. DEADLINE FOR TECHNICAL						

RECEIVED OCT 17 20

SIGNATURE

TELEPHONE

301-797-3730

DATE

11/14/06

TITLE

VICE PRESIDENT

FEIN

351649116

ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

---

**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



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

# Request for Quotation

REF NUMBER

RMA70016

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL  
304-558-2596

RFO COPY

TYPE NAME/ADDRESS HERE

VENDOR

ST-15

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/12/2006				
BID OPENING DATE:	11/15/2006	BID OPENING TIME	01:30PM	

[illegible]

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE \_\_\_\_\_

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER

RMA70016

PAGE

3

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL  
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

S  
H  
I  
P  
T  
O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/12/2006				
ID OPENING DATE:	11/15/2006	BID OPENING TIME	01.30PM	

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT.					
	(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.					
	( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.					
	(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.					
	( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.					
	REV. 11/00					
	EXHIBIT 7					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE	TELEPHONE	DATE
LE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

REF NUMBER

RMA70016

PAGE

 $\Delta$ 

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL  
304-558-2596

RFO COPY

TYPE NAME/ADDRESS HERE

VENDOR

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

STANDARD

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/12/2006				
BID OPENING DATE:	11/15/2006	BID OPENING TIME	01:30PM	

[illegible]

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE \_\_\_\_\_

**TITLE**

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER

RMA70016

PAGE

5

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL  
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
RS  
H  
I  
P  
T  
O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/12/2006				
BID OPENING DATE:	11/15/2006		BID OPENING TIME	01.30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.					
	REV. 3/88					
	EXHIBIT 9					
	NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA					
	THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:					
	(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.					
	(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.					
	(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE DATE

FILE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER

RMA70016

PAGE

6

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL  
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

S  
H  
I  
P  
T  
O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/12/2006				
BID OPENING DATE:	11/15/2006	BID OPENING TIME	01:30PM	

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	DATE.					
	REV. 11/96					
	EXHIBIT 10					
	ADDENDUM ACKNOWLEDGEMENT					
	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.					
	ADDENDUM NOS.:					
	NO. 1	Dated	10/31/06	ARM		
	NO. 2	.....				
	NO. 3	.....				
	NO. 4	.....				
	NO. 5	.....				
	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.					
	<i>Mont. L. Matthews</i> .....SIGNATURE					
	AMTRAC RAILROAD CONTRACTORS OF MARYLAND, INC....COMPANY					
	.....11/14/06.....DATE					
	REV. 11/96					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER

RMA70016

PAGE

7

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL  
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

S  
H  
I  
P  
T  
O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/12/2006				
BID OPENING DATE:	11/15/2006		BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3; ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: <i>AMTRAC RAILROAD CONTRACTORS OF MARYLAND, INC.</i>						
CONTRACTORS LICENSE NO.: <i>WV020362</i>						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Paul J. Martin</i>		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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





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

# Request for Quotation

RFQ NUMBER

RMA70016

PAGE

8

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL  
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
RS  
H  
I  
P  
T  
O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/12/2006				
BID OPENING DATE:	11/15/2006	BID OPENING TIME	01:30PM	

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
REV. 1/2005						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				KF-21		
REQ. NO.:				RMA70016		
BID OPENING DATE:				11/15/2006		
BID OPENING TIME:				1:30 PM		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER

RMA70016

PAGE

9

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL  
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

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

S  
H  
I  
P  
T  
O

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/12/2006				
BID OPENING DATE:	11/15/2006		BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 301-797-3740						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Robert Matthews						
***** THIS IS THE END OF RFQ RMA70016 ***** TOTAL:						851,716. <sup>00</sup>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

SEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

## Request for Quotation

### SCOPE OF WORK

1. Tie Replacement
  - a. Replace 5,000 crossties as marked on approximately 15 miles of the SBVR, MP 17.0 to MP 31.7.
  - b. Ties will be handled carefully to avoid damage in accordance with AREMA specifications.
  - c. The contractor will replace only those ties marked for replacement by SBVR.
  - d. The contractor will remove and properly dispose of old ties. Ties must be stacked clear of tracks and must not be stacked on property other than SBVR right-of-way without the property owner's permission.
2. Spiking of Ties
  - a. Ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch.
  - b. Up to five ties on either side of a newly inserted tie will be plugged and respiked to correct gage
  - c. All ties replaced or respiked will have new spikes. Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. SBVR will provide information on correct spiking pattern and track curvature. The correct spiking pattern will be used on all new ties and any adjacent ties that are respiked to correct gage. It is estimated that 65% of the ties to be replaced are in curves and that 20% of the ties replaced will require adjacent ties to be respiked. Any other ties in a curve that do not have the designated spiking pattern will be the responsibility of the SBVR.
3. Rail Anchors
  - a. All rail anchors will be reapplied in their existing location and properly fitted against ties.
4. Tamping
  - a. Tie gang will tamp all newly inserted ties as they are placed in the track and ballast will be replaced at ends of ties.
5. Ballast
  - a. Contractor will place 7,000 tons of ballast. Of that total amount, 2,160 tons will be placed at locations indicated on the attached maps. The remainder will be spread as needed for the overall lift.

6. Final Surfacing, Alinement and Ballast Regulating

- a. Contractor will use a Jackson 6700, Mark IV or equivalent to give the entire track a "skin lift" and establish best fit for curves including appropriate spirals. Surfacing will taper into six bridges. There are six gravel crossings that will need to be tamped through. These are generally short except for the crossing at Sector (MP 25.5) which is approximately 50 feet long. Only the small crossing at MP 26.8 has timber flangeways. There are four cattle guards. Three of these have steel rail panels that lift out. One is an open trestle-type that will need to be shimmed when the track is raised.
- b. Two insertions will be made for each tie.
- c. SBVR will provide information regarding the amount of superelevation to be placed in curves.
- d. There is one No. 10 turnout to be tamped at Sector. Tamping will continue for a distance of at least 100 feet onto the side track to ensure uniform surface through the turnout.

CONDUCT OF WORK

The SBVR normally operates freight trains Monday through Friday. These trains will be rescheduled during this project to provide the contractor with an eight-hour window between 10:00 AM and 6:00 PM without train traffic. Freight trains do not normally operate on the weekends. This provides an opportunity to work without interruption or having to clear up at the end of each day. An excursion train operated by an outside party begins its season in May. The 2006 schedule is attached to this RFQ and the 2007 schedule is expected to be similar. The contractor must not interfere with the excursion train operation.

Track will be made safe for train operations at the end of each work day. Work will be subject to inspection by the SBVR. Contractor will be responsible for repair of any damage done to signals. Repairs must be done that same day.

Contractor will be responsible for clean up of work site. All debris and refuse will be removed from the site and disposed of properly. Old spikes will be placed in piles along the right-of-way and will remain the property of SBVR.

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

Materials can be stored at Vanderlip (MP 16.9), Sector (MP25.7) and McNeill (MP 32.5). On-track equipment can be stored at Vanderlip and Sector. There is vehicular access to each of these locations.

RFQ for Tie Replacement on the SBVR  
Page 3

The SBVR can provide a locomotive and engineer for \$100 per hour. One flat car and two Rogers ballast cars are available at no charge. Work trains must be scheduled Monday through Friday and are subject to availability of the engineer and equipment. Contractor must outline the plan for work train use at the beginning of the project.

Contractor will use Heavy and Highway Construction Rates as established for Grant and Hardy Counties. These rates are pursuant to WV Code 21-5A, et, seq. and are available at [www.wvsos.com/adlaw/wagerates/heavyhighway04.htm](http://www.wvsos.com/adlaw/wagerates/heavyhighway04.htm). Contractor will be responsible for submitting certified payrolls to the SRA. The Grant County/Hardy County line is at MP 28.3.

## MATERIALS

Contractor 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" industrial grade ties. The specifications set forth in Chapter 3 of the AREMA specifications will govern. The ties will be 100% end-plated, mixed hardwoods and oak, creosote pressure treated to 7# retention or refusal. Contractor will provide treated tie plugs and 6" cut track spikes per AREMA specifications. Tie plates will be provided by the SBVR where existing tie plates are defective or missing.

Contractor will provide ballast which shall be crushed stone or crushed slag and shall conform to the current AREMA "Specifications of Prepared Stone, Slag and Gravel Ballast." Size of ballast shall be AREMA #3 as indicated below:

Size of Opening	Percent Passing by Weight
2 ½"	100
2"	90-100
1 ½"	35-70
1"	0-15
½"	0

## COMPLETION DATE

All work must be completed by June 30, 2007. The cost to the SBVR for the administration of the contract as well as for train delays that will be incurred after that date make it necessary for the agency to assess liquidated damages against the contractor for each calendar day any work remains uncompleted after that date. The charge will be \$500.00 per day.

RFQ for Tie Replacement on the SBVR  
Page 4

**BID REQUIREMENTS**

Contractor **MUST** have previous experience in railroad crosstie replacement and track surfacing.

A mandatory prebid meeting will be held on October 23, 2007 at 1:00 pm at the SBVR office in Moorefield. This meeting will include an inspection trip of the portion of the railroad that is to receive the new ties. Bidders must provide their own hi-rail vehicle or make arrangements with other potential vendors to ride with them. If a vendor comes to the prebid without making prior arrangements for hi-rail access and there are no seats available, the contractor will be unable to inspect the track and possibly be unable to bid on this project.

The quantities in the RFQ are for estimating purposes only. The actual scope of work will be issued to the contractor on a written state contract order (Form number WV-39). The awarded unit price will be used to determine the cost of the actual scope of work authorized.

For bidding purposes, contractor is to give a unit cost for each item listed below. Low bid will be determined by the lowest total amount for all unit costs multiplied by the estimated quantities as listed below:

**Tie Replacement** (excluding gaging, tamping and ballast regulation)

Estimated quantity 5,000 ties x unit cost \$ 82.<sup>00</sup> per tie = \$ 410,000.<sup>00</sup>

**Gaging** (new and respiked crossties)

Estimated quantity 7,000 ties x unit cost \$ 9.<sup>00</sup> per tie = \$ 63,000.<sup>00</sup>

**Ballast Placement**

Estimated quantity 7,000 tons x unit cost \$ 28.<sup>00</sup> per ton = \$ 196,000.<sup>00</sup>

**Surfacing/Ballast Regulation**

Estimated 77,620 track feet x unit cost \$ 1.<sup>80</sup> per track foot = \$ 139,716.<sup>00</sup>

**Bolt Tightening/Replacement**

Estimated quantity 11,000 bolts x unit cost \$ 3.<sup>00</sup> = \$ 33,000.<sup>00</sup>

**Mobilization**

Estimated quantity one trip x unit cost \$ 10,000.<sup>00</sup> = \$ 10,000.<sup>00</sup>

TOTAL COST OF ESTIMATED AMOUNTS: \$ 851,716.<sup>00</sup>

MP 31

014

Ties start at end of Sycamore Bridge

Sycamore

MP 32

Stony Run

McNeill

DNR Access Road - Crossing

Stony Run

MP 33

CR 6

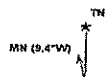
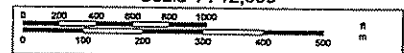
McNeill

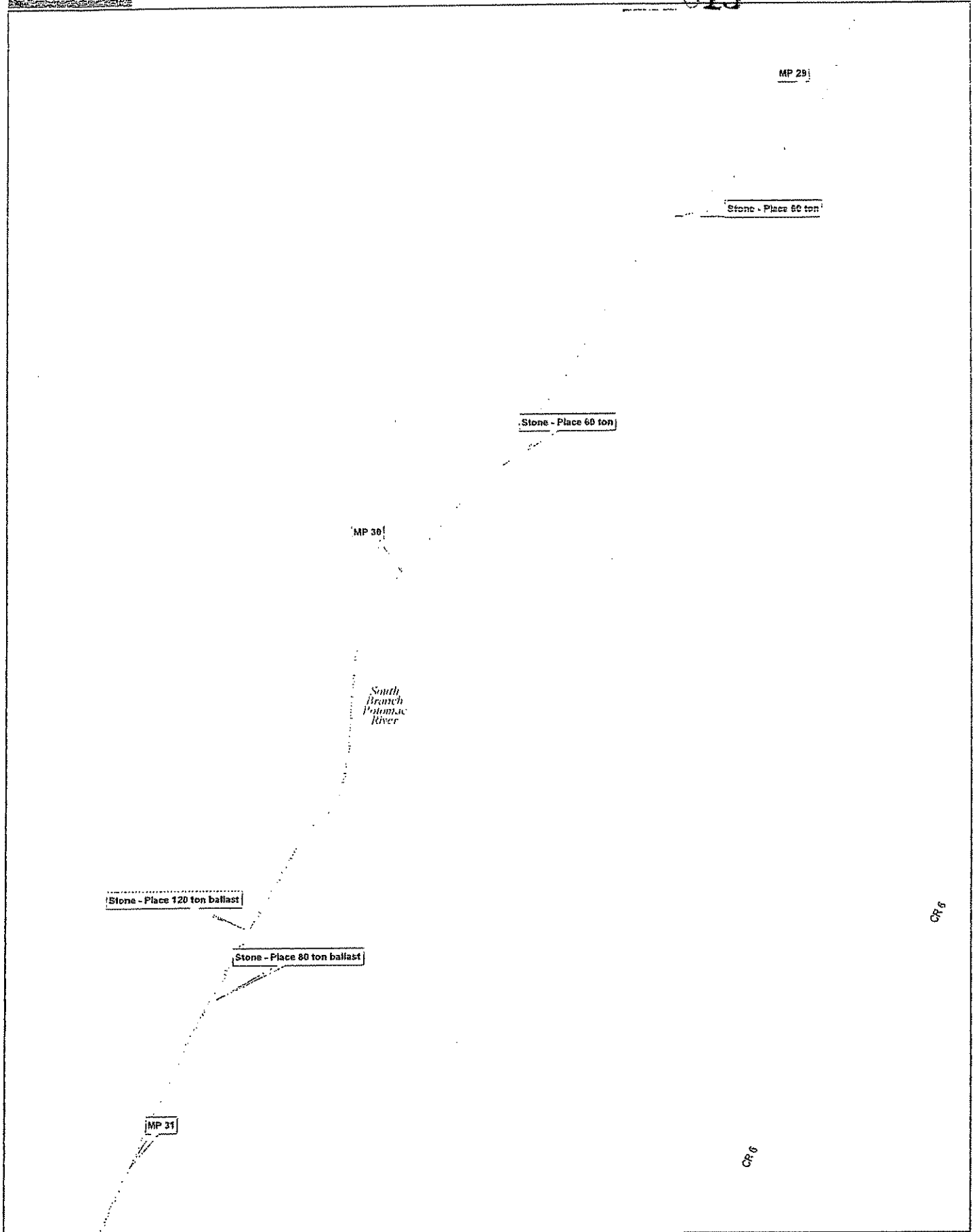
Stony Run

Clifford Valley

Stony Run

Scale 1 : 12,800

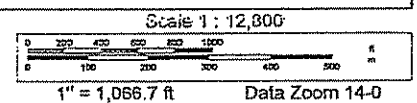
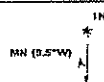




Data use subject to license.

© 2005 DeLorme. Street Atlas USA® 2006 Plus.

www.delorme.com





MP 27 Stone - Place 60 tons

Stone - Place 60 tons

CR 8

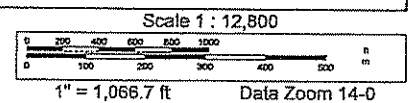
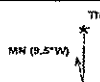
Marion Run

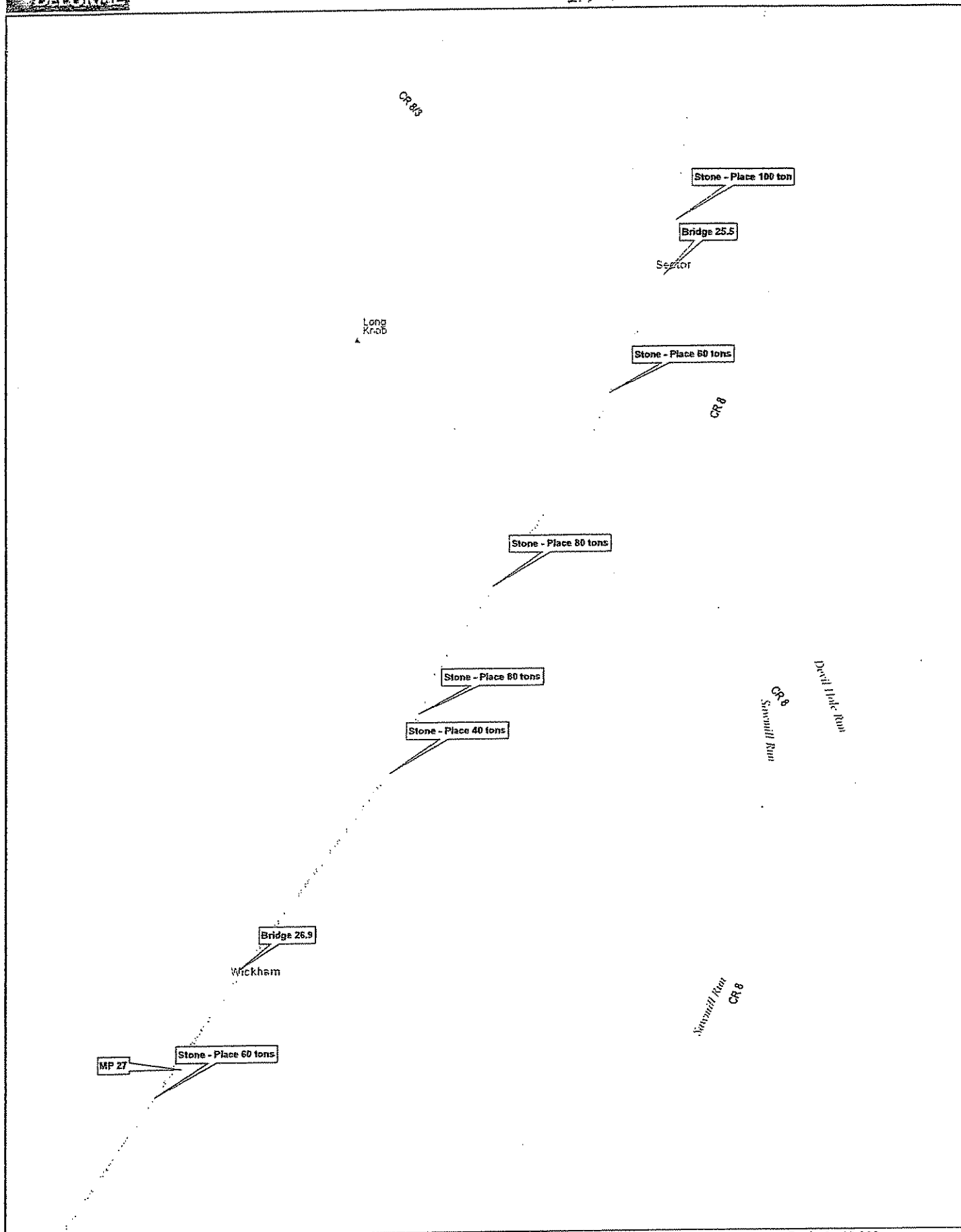
CR 8

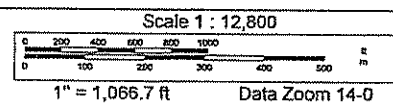
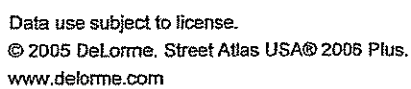
Savannah Run

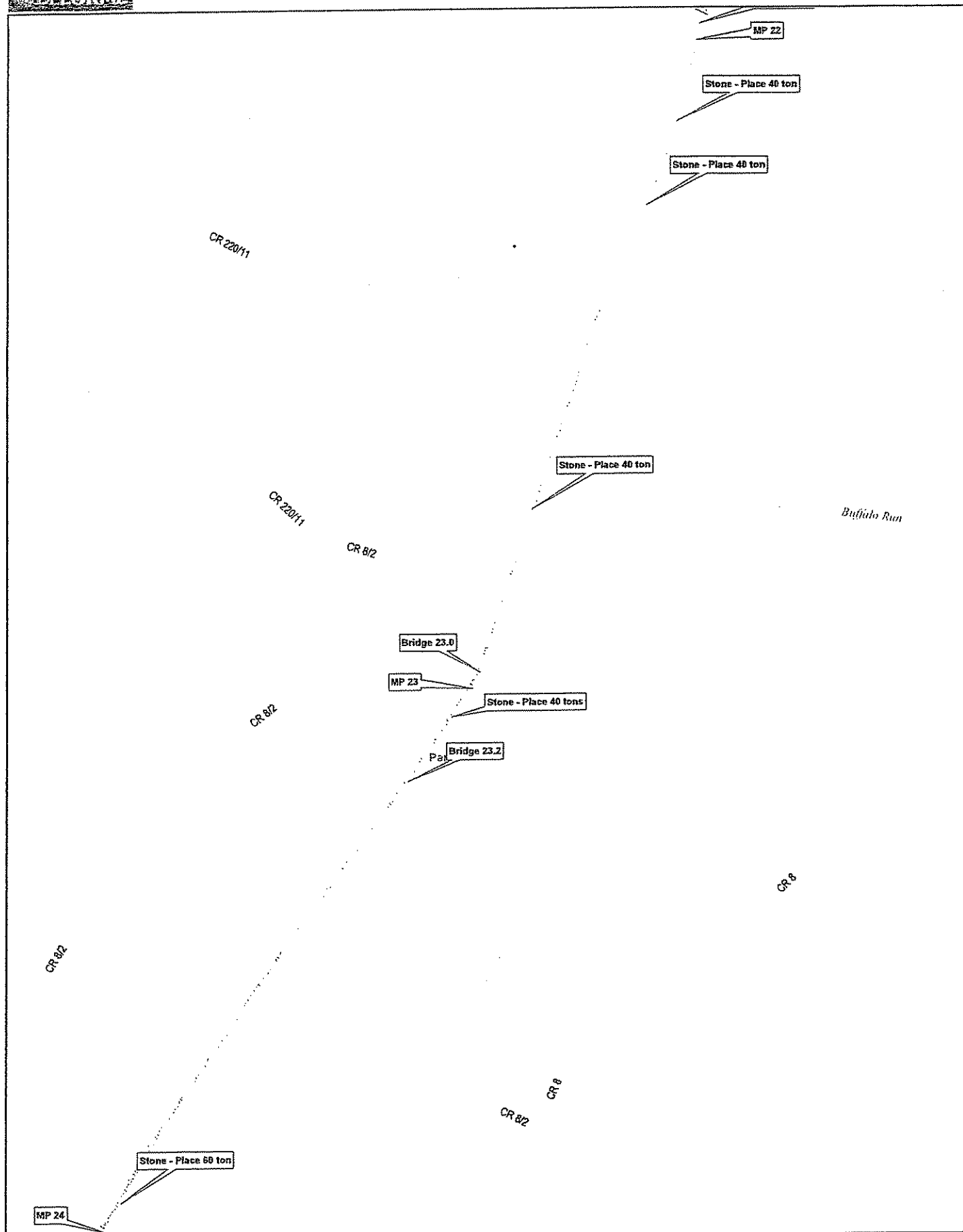
CR 8

MP 29





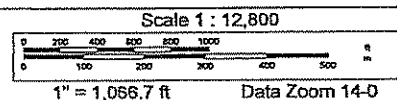




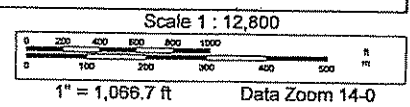
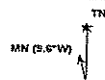
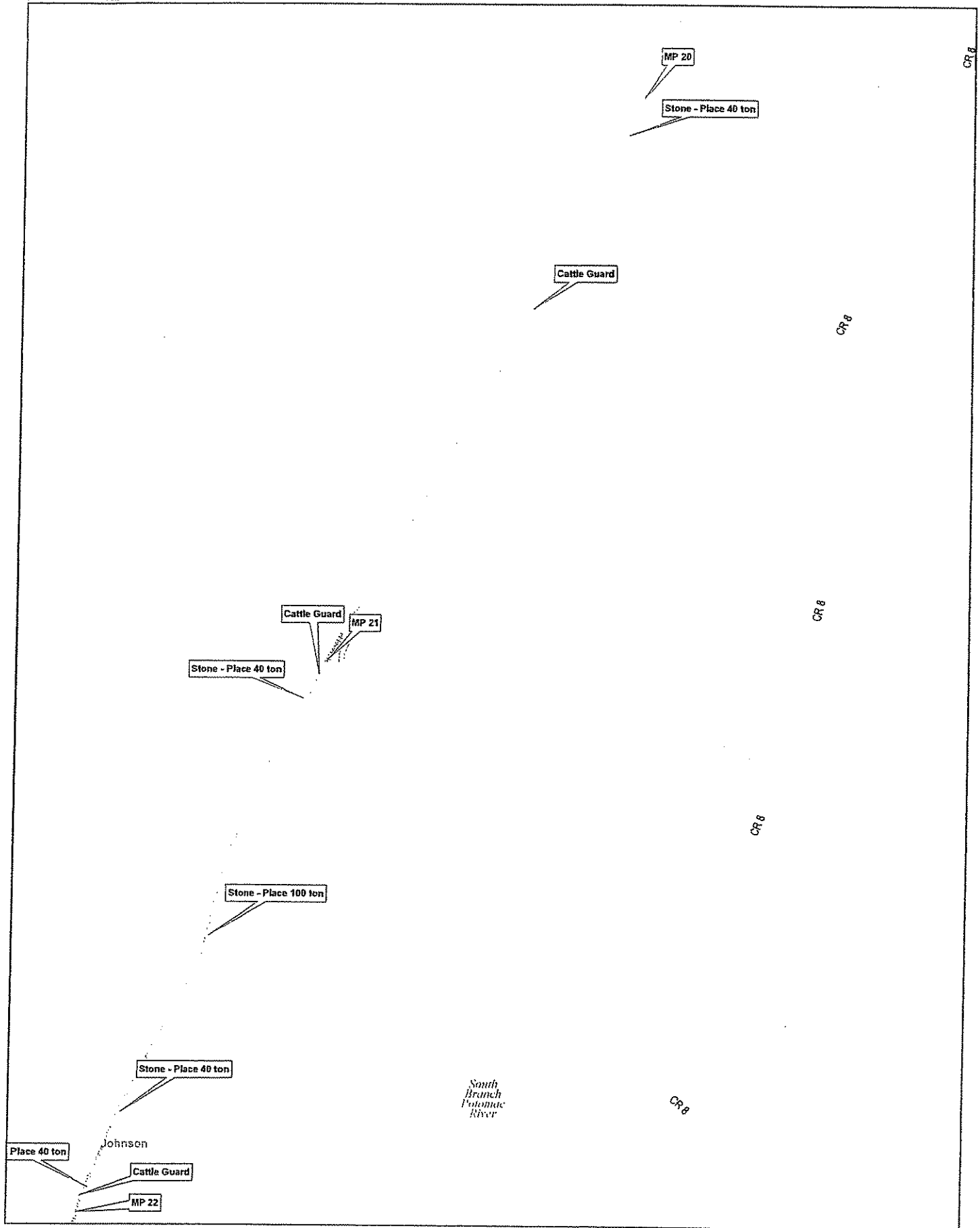
Data use subject to license.

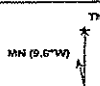
© 2005 DeLorme. Street Atlas USA® 2006 Plus.

www.delorme.com

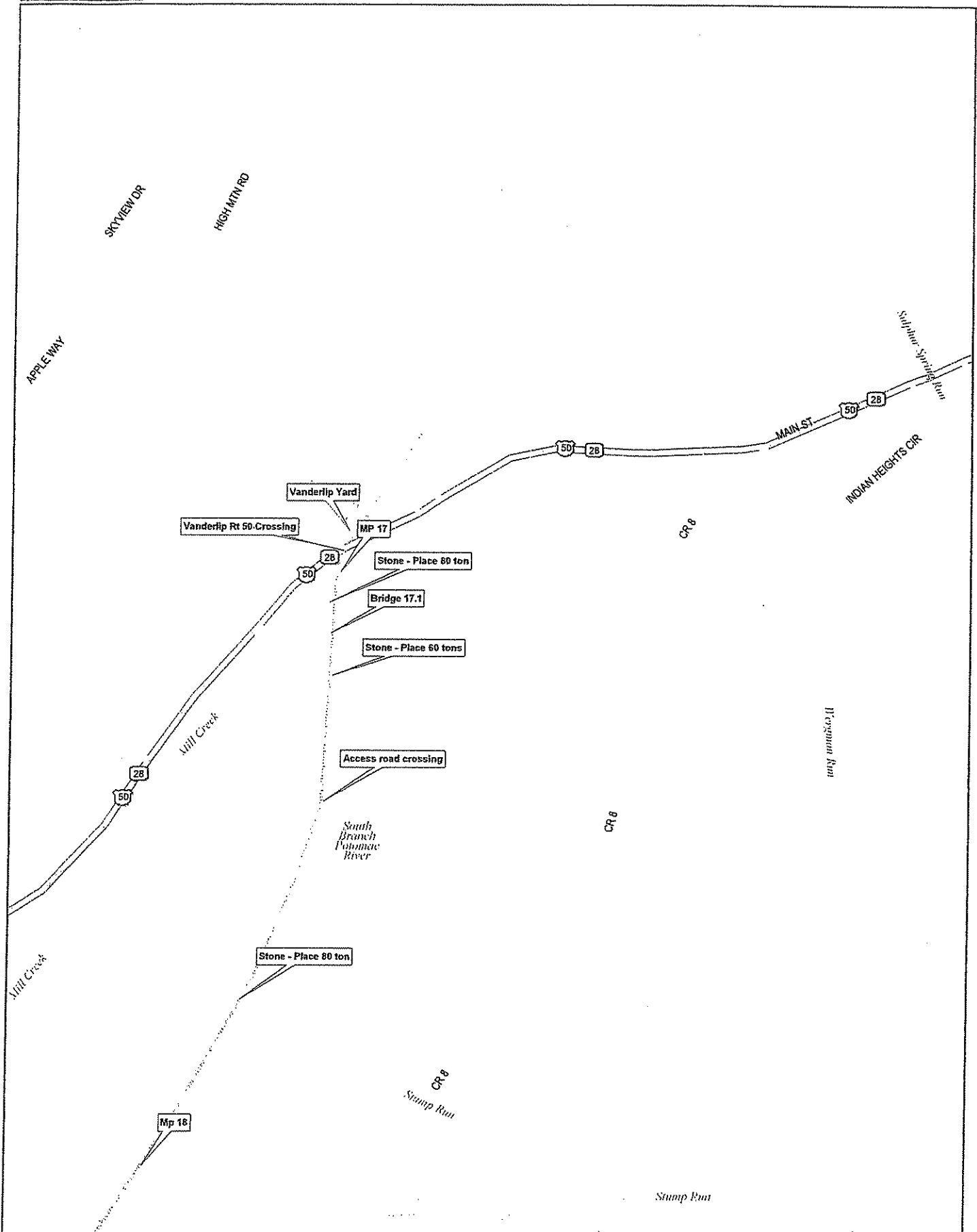


Data Zoom 14-0





Data use subject to license.  
© 2005 DeLorme. Street Atlas USA® 2006 Plus.  
www.delorme.com



**2006 POTOMAC EAGLE TRAIN**[www.potomaceagle.info](http://www.potomaceagle.info)**2006 EXCURSIONS****May thru September - SATURDAY 3-1/2 HOUR TRIPS**

Depart Romney, WV - 11:30AM

May 20 • June 3, 10, 17 • July 1, 8, 15, 22 • August 5, 12, 19 • September 2, 9, 16, 23

**May thru September - SUNDAY 3-1/2 HOUR TRIPS**

Depart Romney, WV - 1PM

May 14, 28 • June 18 • July 30 • September 3

**October 1st thru 27 - OCTOBER FALL FOLIAGE TRIPS - 3-1/2 Hours**

Depart Romney, WV

MONDAY THRU FRIDAY - Depart 11:30AM

SATURDAYS - October 7, 14, 21 - Depart 10AM and 2PM

SUNDAYS - October 1, 8, 15, 22 - Depart 1PM

**SPECIAL EVENTS****ALL-DAY TRIPS** - May 27, June 24, July 29, Aug. 26, Sept. 30

Depart Saturdays, 9AM - Romney, WV

**FIREWORKS SPECIAL** - July 1 - Depart Moorefield, WV - 6:30pm**PETERSBURG RAILROAD SHOW** - Aug. 26 & 27 - Depart Romney, WV - 9AM**HARDY HERITAGE DAYS AND HISTORIC HOMES TOUR** - Sept. 23

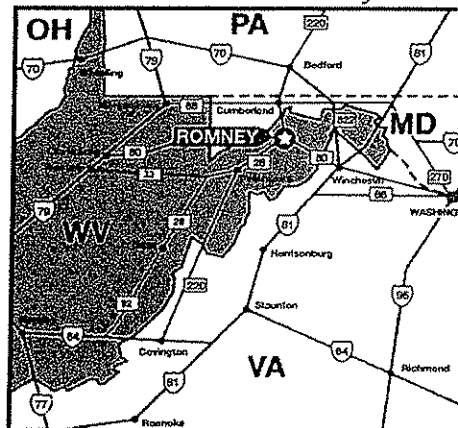
Depart Romney, WV, 9AM

**PHOTO SPECIAL** - Oct. 28 & 29 - Depart Romney, WV - 9AM**GREEN SPRING LUNCHEON TRAIN** - Nov. 4 - Depart Moorefield, WV - 10AM**TROUGH TRIP (3-1/2 Hr.)** - Nov. 5 - Depart Romney, WV - 1PM**SPECIAL PHOTO WEEKEND with WESTERN MARYLAND SCENIC RR** - Nov. 10-12**Ticket Prices**

	3-1/2 Hour Trips	All Day Trips
<b>Coach Fares:</b>		
Adult .....	\$30	\$50
Child (6-16) .....	\$10	\$20
Child Under 6 .....	Free with adult	
<b>First Class Fares:</b>		
All tickets .....	\$60	\$100

*TICKETS ARE TRANSFERRABLE, BUT NON-REFUNDABLE***Potomac Eagle tickets and videos and DVDs make a great gift!**

General Information: First Class includes riding in the Club Car or Dining Car with a full meal served during the trip. Coach passengers may purchase sandwiches, snacks, and drinks on board or bring their own small coolers. Smoking, alcoholic beverages, and pets are not permitted on board. Call our Ticket Office at (304) 424-0736 to receive our free brochure and operating schedule. All trains board at the Wappocomo Station in Romney, WV unless noted.



The Potomac Eagle and/or sponsor reserves the right to cancel an excursion without notice, with the sponsor's liability being limited to the amount actually paid for the activity. The sponsor also reserves the right to change the route, equipment, motive power, departure

point, transportation mode and schedules without notice.

Trains operate over the South Branch Valley Railroad of the West Virginia State Rail Authority.

**For Information and Reservations Please Call: (304) 424-0736****Train Days (304) 822-7464****[www.potomaceagle.info](http://www.potomaceagle.info)**

**Hampshire House 1884**  
Bed & Breakfast Country Inn

Jane & Scott Simmons, Innkeepers  
165 N. Grafton Street  
Romney, WV 26757  
304-822-7171  
[www.hampshirehouse1884.net](http://www.hampshirehouse1884.net)



# AFFIDAVIT

024**Vest Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

**EXCEPTION:**

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

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

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

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

Vendor's Name: AMTRAC RAILROAD CONTRACTORS OF MARYLAND, INC.

Authorized Signature: Paul J. Matthews Date: 11/14/06

Bid or  
Proposal  
Bond

## Ohio Farmers Insurance Company

Westfield Group<sup>SM</sup>  
Westfield Center, Ohio 44251

KNOW ALL MEN BY THESE PRESENTS, that we, AMTRAC RAILROAD CONTRACTORS OF MARYLAND, INC. 9436 Earley Drive, Hagerstown, Maryland 21740, as Principal, and the OHIO FARMERS INSURANCE COMPANY, an Ohio Corporation, with its principal office at Westfield Center, Ohio, as Surety, are held and firmly bound unto WV STATE RAIL AUTHORITY dba SOUTH BRANCH VALLEY RAILROAD, as Obligee, in the penal sum of FIVE PERCENT OF THE TOTAL AMOUNT BID (----5%----) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for RMA 70016 Replacement of Timber Cross Ties;

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety shall pay the Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 14th day of NOVEMBER, 2006.

AMTRAC RAILROAD CONTRACTORS OF  
MARYLAND, INC

Principal

By:

Carey A. Chaney  
Carey A. Chaney, Secretary

Ohio Farmers Insurance Company

By:

Robert P. Stimpson  
Robert P. Stimpson, Attorney-in-fact

General  
Power  
of Attorney

POWER NO. 1303532 04

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

CERTIFIED COPY

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

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 08th day of APRIL, A.D., 2003.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Richard L. Kinnaird, Jr.*

By:

Richard L. Kinnaird, Jr., Senior Executive

State of Ohio  
County of Medina ss.:

On this 08th day of APRIL, A.D., 2003, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina ss.:

*William J. Kahelin*

William J. Kahelin, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of November, 2006.



*M. Brooks Rorapaugh*  
M. Brooks Rorapaugh, Secretary