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## Header 1

[List View](#)

## General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 502036

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0804

Vendor ID:  

SO Doc ID: RMA1900000003

Legal Name: AMTRAC RAILROAD CONTRACTORS OF MD INC

Published Date: 2/12/19

Alias/DBA:

Close Date: 2/20/19

Total Bid: \$0.00

Close Time: 13:30

Response Date:  

Status: Closed

Response Time: Solicitation Description: 

Total of Header Attachments: 1

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



| Line | Comm Ln Desc                     | Qty     | Unit Issue | Unit Price       | Ln Total Or Contract Amount |
|------|----------------------------------|---------|------------|------------------|-----------------------------|
| 1    | 13.1.1 Winchester Ave - MP 38.75 | 0.00000 | EA         | \$108,540.000000 | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72141603  |              |               |         |

**Extended Description :** Replacement of grade crossing on SBVR at Winchester Ave. - MP 38.75

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| 2    | 13.1.2 Angle Road - MP 3.73 | 0.00000 | EA         | \$159,872.000000 | \$0.00                      |

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**Extended Description :** Replacement of grade crossing on SBVR at Angle Road - MP 3.73



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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 502036

Doc Description: Addendum 3 - Highway/railroad Grade Crossing Replacement

Proc Type: Central Purchase Order

| Date issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2019-02-12  | 2019-02-20<br>13:30:00 | CRFQ 0804 RMA1900000003 | 4       |

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Amtrac Railroad Contractors of Maryland, Inc.  
 9436 Earley Drive, Hagerstown, MD. 21740  
 301-797-3730

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 35-1649116

DATE February 19, 2019

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 3 issued to publish the vendor questions and agency answers.

End of Addendum .....

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

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|                      |                                |  |                              |
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| <b>RMA1900000003</b> | <b>Document Phase</b><br>Final | <b>Document Description</b><br>Addendum 3 - Highway/railroad Grade<br>Crossing Replacement | <b>Page 3</b><br><b>of 3</b> |
|----------------------|--------------------------------|--|------------------------------|

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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Extended Description :

Replacement of grade crossing on SBVR at Angle Road - MP 3.73

**SOLICITATION NUMBER: CRFQ RMA1900000003**  
**Addendum Number: 03**

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The purpose of this addendum is to modify the solicitation identified as ("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

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish the vendor questions and agency answers.

No other changes.

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

**Terms and Conditions:**

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

# ATTACHMENT A

**Highway/Railroad Grade Crossing Replacement  
CRFQ RMA1900000003  
Vendor Questions and Agency Answers**

**Q1) Will any field welding be required at Winchester Ave?**

**A1) No**

**Q2) How much Tamping will be required to run off the 4" Raise at Angle Road?**

**A2) Any ties that have asphalt on top of them, need to be mechanically tamped and at grade with the crossing. Ties beyond the asphalt can be hand tamped with a run off FRA legal for Class II track.**

**Q3) Specifications say we have from Friday to Sunday to install the crossing. What time Friday to what time Sunday?**

**A3) See answer 7**

**Q4) Documents say there are no additional project plan documents other than those attached hereto as Exhibit B. I did not find an Exhibit B. Are there any construction plans?**

**A4) There are no construction plans. Crossings are to be installed per the manufacturer specifications. There is an Exhibit B attached in the Oasis document.**

**Q5) What are the limits of the Asphalt Paving for Angle Road?**

**A5) For 4" of adjustment, the paving must extend 40 feet from the rail measured along the edge of the pavement and the paving joint is required to be perpendicular to the center of the roadway.**

**Q6) Is there a detour plan existing?**

**A6) No**

**Q7) Can we get track after train on Thursday for weekend outage ?**

**A7) Yes except for the Potomac Eagle schedule. There are excursion trips to Green Spring on May 26, July 28, September 29 and October 27 that will affect Angle Road. There are all day excursion trips to Petersburg on May 25, June 29, July 27, August 31 and September 28 that will affect work at Winchester Avenue. Angle Road detour must be completed when school is not in session.**

**Q8) What are the paving limits at Angle Rd.?**

**A8) See Answer 5**

**Q9) Will we need production tamper for crossing runoff?**

**A9) See A2 – A production tamper is not required.**

**Q10) Do we have conduit to install?**

**A10) No**

**Q11) When is this work to be completed?**

**A11) Per the specifications the contractor has 365 days from the notice to proceed. See answer 7 for the date limitations.**

**Q12) Can we lose crossing spoils near crossing areas?**

**A12) Yes – Angle Road spoils can be taken to a designated area in Green Spring yard and the spoils from Winchester Avenue can be taken to a designated area at Moorefield yard.**

**Q13) Are we responsible for new highway lines on asphalt?**

**A13) Yes – Any lines that are removed must be replaced.**

**Q14) Will our work be inside insulated joints?**

**A14) Winchester Avenue work will be inside insulated joints. Angle Road rail will need to be cut and welded outside of the insulated joints.**

**Q15) What is the width of the railroad right-of-way on either side of the two crossings?**

**A15) Winchester Avenue is 12 ½ feet on both sides and at both ends.  
Angle Road varies from 15 feet to 23 feet.**

**Q16) Are there any utilities that will interfere with our excavation for the tub crossings?**

**A16) Contractor is responsible to call Miss Utility**

**Q17) There is an underground utility vault in the north-west quadrant of the crossing at Winchester Avenue that is very close to the track. What is this vault for and will it interfere with the track work in this contract?**

**A17) It is a pull box for SBVR signal wires and it should not interfere with the track work.**

**Q18) If we encounter a utility that does need to be relocated, will this be paid as a change order?**

**A18) Contractor should be aware of any utility after contacting Miss Utility.**

**Q19) Who is responsible for reinstalling track wires for the crossing signals at the crossings?**

**A19) Wires should be deep enough that there will be no damage.**

**Q20) Is any conduit required to be installed for crossing signal wires?**

**A20) See A10**

**Q21) If we encounter crossing signal wires during our excavation, who is responsible for replacing or relocating them?**

**A21) See A19**

**Q22) At Angle Road (Greenspring Valley Road), the drop pole with the power supply and the signal case are on opposite sides of the track. What depth is the underground power line from the drop pole to the signal case? If unknown, who will be responsible for relocation if necessary? If the railroad contractor, will this be a change order?**

**A22) According to our drawings the wires are at least 4 feet deep. It is our understanding that the contractor will not excavate this deep so it should not be an issue.**

**Q23) Will new insulated joints be furnished by the railroad? Some of the joints are worn. If the railroad will not provide replacement insulated joints, can we reuse the existing ones?**

**A23) Yes – The SBVR will furnish new insulated joints.**

**Q24) Who is responsible for performing a crossing signal inspection when the track work is completed?**

**A24) The contractor and SBVR Shop personnel will perform the signal inspection together.**

**Q25) What is the geometry for the track at Winchester Avenue? It appears to be a compound curve and we will need this information to be able to get the correct concrete panels.**

**A25) Contractor will be responsible to measure and determine the angle for the crossing.**

**Q26) The bid documents refer to a culvert that is going to be replaced by the DOH on Angle Road. Who will pave where the culvert is replaced? The culvert is 100 feet from the track on the north side of the road.**

**A26) DOH will replace the existing culver and replace the existing asphalt prior to work starting on the crossing. Since the tracks are being raised, paving is required 40' from the tracks with final heel-in joint perpendicular to the center of the road. This should cover all area disturbed by the pipe replacement.**

**Q27) Who installs asphalt for Angle Road? There is no mention of asphalt in the General Requirements for this crossing.**

**A27) The contractor will install the asphalt per DOH specifications.**

**Q28) If the contract is to pave Angle Road, how far back from the track are we to pave?**

**A28) See answer 5**

**Q29) With the track at Angle Road being raised four inches, can we place two inches of base and two inches of binder course directly on top of the existing asphalt?**

**A29) See answer 27**

**Q30) Can we close both roads in their entirety at the crossings to do the work?**

**A30) Yes – with advance notice and approved traffic control plan**

**Q31) Is Chipley Lane-Clements Street an acceptable detour for S. Fork Road for the Winchester Avenue crossing closure?**

**A31) Yes – Water Street to Clements Street is an acceptable detour to DOH. Please contact the City Engineer – Lucan Gagon 304-851-2283 to confirm. Also, Mr. Gagon would like the successful contractor to talk to the city in advance of construction to possibly coordinate placing a pipe at Winchester Ave.**

**Q32) Is N. Elm Street-Washington Street an acceptable detour for the closure of Winchester Avenue?**

**A32) No**

**Q33) Is there anywhere nearby that excavated spoils can be wasted on the railroad right-of-way?**

**A33) See A12**

**Q34) Will there be any fee for the road closures?**

**A34) No**

**Winchester Ave.**

**Q35) When reviewing this location, it was noticed that the rail in the crossing area has a flattened-out head, which made the rail head look approx. ¼" wider than it should be. This is going to cause difficulty and possible damage to the rubber needing installed in the flangeway of the requested crossing type. Does the SBVR intend to supply another section of rail in order to avoid this?**

**A35) Yes**

**Q36) If another section is supplied will it already be welded or will it need to be welded by the contractor?**

**A36) Yes it will be welded by the SBVR**

**Q37) If another section is supplied and needs to be welded by the contractor what will be the lengths?**



**A37) See answer 36**

**Q38) It is apparent that the rails will need to be taken apart at the existing insulated joints in order to gain access for the installation of the new crossing, which these Insulated Joints are now in very poor condition. Will SVBR be supplying new bolt in IJ kits?**

**A38) See A23**

**Q39) As one of the contractors being present and unfamiliar with what roads are state and what roads are city will the state give the contractor the route which will be used to detour traffic for this project?**

**A39) For the detour of Winchester Ave, the acceptable detour route is Main Street t Spring Street.**

**Q40) In section "G" of the Manual on Temporary Traffic Control for Streets and Highways, what Type of Temporary Traffic Control Zone are we required to use?**

**A40) A temporary traffic control plan should be designed with a combination of Case B5 and B7 from the Manual on Temporary Traffic Control for Streets and Highways.**

**Q41) It is the contractors understanding that only hand tamping will be done on the ends of this crossing and will be finished by SBVR. Is this correct?**

**A41) See A2**

#### **Angle Road**

**Q42) It is apparent that the rails will need to be taken apart at the existing insulated joints in order to gain access for the installation of the new crossing, which these Insulated Joints are "Hucked" joints. Will SVBR be supplying new bolt in IJ kits, or will the contractor need to cut the rails and reweld?**

**A42) Contractor will need to cut the rails and reweld**

**Q43) As one of the contractors being present and unfamiliar with what roads are state and what roads are city will the state give the contractor the route which will be used to detour traffic for this project?**

**A43) For the detour of Angle Road (Green Spring Rd), the acceptable detour is WV 28 to Goldsboro Rd. (CR 28/9) to Donaldson Loop Rd. (CR 19) to Donaldson School Rd. (CR 1/3 and ¼)**

**Q44) In section "G" of the Manual on Temporary Traffic Control for Streets and Highways, what Type of Temporary Traffic Control Zone are we required to use?**

**A44) See answer 40**

**Q45) This crossing has 2 private drives in the work are of the crossing. Will SBVR be contacting the land owners and arranging alternative methods for their access?**

**A45) Yes**

**Q46) It is the contractors understanding that only hand tamping will be done on the ends of this crossing and will be finished by SBVR. Is this correct?**

**A46) See A2**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: RMA190000003**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

February 12, 2019

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



Purchasing Division  
 2019 Washington Street East  
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State of West Virginia  
 Request for Quotation  
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Proc Folder: 502036

Doc Description: Addendum 2 - Highway/railroad Grade Crossing Replacement

Proc Type: Central Purchase Order

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| 2019-01-25  | 2019-02-20<br>13:30:00 | CRFQ 0804 RMA1900000003 | 3       |

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End of Addendum

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| MOOREFIELD                                 | WV26836 | MOOREFIELD   | WV 26836 |
| US   |         | US   |          |

| Line | Comm Ln Desc                | Qty     | Unit Issue | Unit Price | Total Price  |
|------|-----------------------------|---------|------------|------------|--------------|
| 2    | 13.1.2 Angle Road - MP 3.73 | 0.00000 | EA         |            | \$159,872.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72141603  |              |               |         |

Extended Description :

Replacement of grade crossing on SBVR at Angle Road - MP 3.73



**SOLICITATION NUMBER: CRFQ RMA1900000003**

**Addendum Number: 02**

---

The purpose of this addendum is to modify the solicitation identified as ("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

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to February 20, 2019 at 1:30 PM EST.

No other changes.

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

**Terms and Conditions:**

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: RMA1900000003**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

January 25, 2019

\_\_\_\_\_  
Date

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

Revised 6/8/2012



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

State of West Virginia  
 Request for Quotation  
 09 — Construction

Proc Folder: 502036

Doc Description: Addendum 1 - Highway/railroad Grade Crossing Replacement

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2019-01-15  | 2019-01-29<br>13:30:00 | CRFQ 0804 RMA1900000003 | 2       |

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Amtrac Railroad Contractors of Maryland, Inc.  
 9436 Earley Drive, Hagerstown, MD. 21740  
 301-797-3730

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X 

FEIN # 35-1649116

DATE February 19, 2019

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 1 issued to publish the pre-bid sign-in sheet.

End of Addendum

Request for Quotation

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

Replacement of two highway/railroad grade crossings on the South Branch Valley Railroad.(SBVR)

| INVOICE TO                                 |         | SHIP TO  |          |
|--|---------|--|----------|
| STATE RAIL AUTHORITY<br>120 WATER PLANT DR |         | STATE RAIL AUTHORITY<br>(DBA) SOUTH BRANCH VALLEY RAILROAD<br>120 WATER PLANT DR |          |
| MOOREFIELD                                 | WV26836 | MOOREFIELD   | WV 26836 |
| US   |         | US   |          |

| Line | Comm Ln Desc                     | Qty     | Unit Issue | Unit Price | Total Price  |
|------|----------------------------------|---------|------------|------------|--------------|
| 1    | 13.1.1 Winchester Ave - MP 38.75 | 0.00000 | EA         |            | \$108,540.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72141603  |              |               |         |

Extended Description :  
Replacement of grade crossing on SBVR at Winchester Ave. - MP 38.75

| INVOICE TO                                 |         | SHIP TO  |          |
|--|---------|--|----------|
| STATE RAIL AUTHORITY<br>120 WATER PLANT DR |         | STATE RAIL AUTHORITY<br>(DBA) SOUTH BRANCH VALLEY RAILROAD<br>120 WATER PLANT DR |          |
| MOOREFIELD                                 | WV26836 | MOOREFIELD   | WV 26836 |
| US   |         | US   |          |

| Line | Comm Ln Desc                | Qty     | Unit Issue | Unit Price | Total Price  |
|------|-----------------------------|---------|------------|------------|--------------|
| 2    | 13.1.2 Angle Road - MP 3.73 | 0.00000 | EA         |            | \$159,872.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72141603  |              |               |         |

Extended Description :  
Replacement of grade crossing on SBVR at Angle Road - MP 3.73

|                      |                                |  |                              |
|----------------------|--------------------------------|--|------------------------------|
| <b>RMA1900000003</b> | <b>Document Phase</b><br>Final | <b>Document Description</b><br>Addendum 1 - Highway/railroad Grade<br>Crossing Replacement | <b>Page 3</b><br><b>of 3</b> |
|----------------------|--------------------------------|--|------------------------------|

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Request for Quotation  
 09 – Construction

Proc Folder: 502036

Doc Description: Addendum 1 - Highway/railroad Grade Crossing Replacement

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2019-01-15  | 2019-01-29<br>13:30:00 | CRFQ 0804 RMA1900000003 | 2       |

**BID/RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Amtrac Railroad Contractors of Md, Inc.  
 9436 Earley Drive  
 Hagerstown, MD 21740

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature > 

FEIN # 35-1649116

DATE January 15, 2019

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 1 issued to publish the pre-bid sign-in sheet.

End of Addendum

Request for Quotation

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

Replacement of two highway/railroad grade crossings on the South Branch Valley Railroad.(SBVR)

| INVOICE TO                                 |         | SHIP TO  |          |
|--|---------|--|----------|
| STATE RAIL AUTHORITY<br>120 WATER PLANT DR |         | STATE RAIL AUTHORITY<br>(DBA) SOUTH BRANCH VALLEY RAILROAD<br>120 WATER PLANT DR |          |
| MOOREFIELD                                 | WV26836 | MOOREFIELD   | WV 26836 |
| US   |         | US   |          |

| Line | Comm Ln Desc                     | Qty     | Unit Issue | Unit Price | Total Price  |
|------|----------------------------------|---------|------------|------------|--------------|
| 1    | 13.1.1 Winchester Ave - MP 38.75 | 0.00000 | EA         |            | \$108,540.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72141603  |              |               |         |

Extended Description :

Replacement of grade crossing on SBVR at Winchester Ave. - MP 38.75

| INVOICE TO                                 |         | SHIP TO  |          |
|--|---------|--|----------|
| STATE RAIL AUTHORITY<br>120 WATER PLANT DR |         | STATE RAIL AUTHORITY<br>(DBA) SOUTH BRANCH VALLEY RAILROAD<br>120 WATER PLANT DR |          |
| MOOREFIELD                                 | WV26836 | MOOREFIELD   | WV 26836 |
| US   |         | US   |          |

| Line | Comm Ln Desc                | Qty     | Unit Issue | Unit Price | Total Price  |
|------|-----------------------------|---------|------------|------------|--------------|
| 2    | 13.1.2 Angle Road - MP 3.73 | 0.00000 | EA         |            | \$159,872.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72141603  |              |               |         |

Extended Description :

Replacement of grade crossing on SBVR at Angle Road - MP 3.73

**SOLICITATION NUMBER: CRFQ RMA1900000003**  
**Addendum Number: 01**

---

The purpose of this addendum is to modify the solicitation identified as ("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

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish the pre-bid sign-in sheet.

No other changes.

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

**Terms and Conditions:**

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



# ATTACHMENT A

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## SIGN IN SHEET

Page 1 of 2

Request for Proposal No. CRFQ RMA19#3 PLEASE PRINT

Date: 1-15-19

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

| FIRM & REPRESENTATIVE NAME                          | MAILING ADDRESS              | TELEPHONE & FAX NUMBERS   |
|---|------------------------------|---------------------------|
| Company: <u>AMTRAC RAILROAD CONTRACTORS</u>         | <u>9436 Earley Drive</u>     | PHONE <u>301-797-3730</u> |
| Rep: <u>Robert Matthews</u>                         | <u>Hagerstown, Maryland</u>  | TOLL FREE                 |
| Email Address: <u>Rmatthews@Amtracmd.com</u>        | <u>21740</u>                 | FAX <u>301-797-3740</u>   |
| Company: <u>CTW</u>                                 | <u>P.O. Box 129</u>          | PHONE <u>801-725-1111</u> |
| Rep: <u>GEORGE ANDERSON</u>                         | <u>PORT HAYWOOD, VA</u>      | TOLL FREE                 |
| Email Address: <u>GEORGETWLLC@ADL.GOV</u>           | <u>23138</u>                 | FAX <u>801-725-1065</u>   |
| Company: <u>Rhinohart Railroad</u>                  |                              | PHONE <u>410-879-1322</u> |
| Rep: <u>Johnny Wharton</u>                          |                              | TOLL FREE                 |
| Email Address: <u>JohnnyW@RhinohartRailroad.com</u> |                              | FAX <u>410-879-1344</u>   |
| Company: <u>Frontier Railroad Services, LLC</u>     | <u>200 Brady Place</u>       | PHONE <u>724 925-1210</u> |
| Rep: <u>David Barr</u>                              | <u>New Stanton, PA 15672</u> | TOLL FREE                 |
| Email Address: <u>dbarr@Frontierrrs.com</u>         |                              | FAX <u>724 925-9897</u>   |
| Company: <u>West Virginia Division of Highways</u>  | <u>PO Box 99</u>             | PHONE <u>304-260-4392</u> |
| Rep: <u>Ken Clohan</u>                              | <u>Burlington WV 26710</u>   | TOLL FREE                 |
| Email Address: <u>kenneth.l.clohan@wv.gov</u>       |                              | FAX                       |

**SIGN IN SHEET**

Request for Proposal No. CRFQ RMA 19\*3

PLEASE PRINT

Date: 1-15-19

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

| FIRM & REPRESENTATIVE NAME                  | MAILING ADDRESS           | TELEPHONE & FAX NUMBERS       |
|---|---------------------------|-------------------------------|
| Company: <u>Fritz-Rumer-Cooke Co., Inc.</u> | <u>P.O. Box 07884</u>     | PHONE <u>614-444-8844</u>     |
| Rep: <u>Gordon Webster</u>                  | <u>Columbus, OH 43207</u> | TOLL FREE <u>800-349-7245</u> |
| Email Address: <u>gwebster@fixrail.com</u>  |                           | FAX <u>614-444-7224</u>       |
| Company: _____                              |                           | PHONE                         |
| Rep: _____                                  |                           | TOLL                          |
| Email Address: _____                        |                           | FREE                          |
|   |                           | FAX                           |
| Company: _____                              |                           | PHONE                         |
| Rep: _____                                  |                           | TOLL                          |
| Email Address: _____                        |                           | FREE                          |
|   |                           | FAX                           |
| Company: _____                              |                           | PHONE                         |
| Rep: _____                                  |                           | TOLL                          |
| Email Address: _____                        |                           | FREE                          |
|   |                           | FAX                           |
| Company: _____                              |                           | PHONE                         |
| Rep: _____                                  |                           | TOLL                          |
| Email Address: _____                        |                           | FREE                          |
|   |                           | FAX                           |

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: RMA1900000003**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

January 15, 2019

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**Exhibit "A" Pricing Page  
Highway/Railroad Grade Crossing on SBVR**

| <b>Item</b> | <b>Description</b>  | <b>Unit<br/>of Measure</b> | <b>Unit<br/>Price</b>    | <b>Required<br/>Quantity</b> | <b>Extended<br/>Cost</b> |
|-------------|---|----------------------------|--------------------------|------------------------------|--------------------------|
|             | <b>Crossings Replacement</b>                                  |                            |                          |                              |                          |
| 13.1.1      | Replacement of Crossing Surface at Winchester Ave. - MP 38.75 | lump sum                   | 108540                   | 1                            | \$108,540.00             |
| 13.1.2      | Replacement of Crossing Surface at Angle Rd. - MP 3.73        | lump sum                   | 159872                   | 1                            | \$159,872.00             |
|             |   |                            | <b>Total Bid Amount:</b> |                              | <b>\$268,412.00</b>      |

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Amtrac Railroad Contractors of Maryland, Inc.  
of 9436 Earley Drive, Hagerstown, MD 21740, as Principal, and Ohio Farmers Insurance Company  
of One Park Circle, Westfield Center, OH 44251, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Westfield Center, OH, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of the Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
RMA1900000003, Replacement of two highway/railroad grade crossings on the South Branch Valley Railroad (SBVR)

**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 29th day of January, 2019.

Principal Seal

Amtrac Railroad Contractors of Maryland, Inc.  
(Name of Principal)  
By Jacqueline L. Manzini  
(Must be President, Vice President or  
Duly Authorized Agent)  
Jacqueline L. Manzini  
President  
(Title)

Surety Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
S. Annette Mullet  
S. Annette Mullet Attorney-in-Fact

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

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 1303532 04

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

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

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of MARCH A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

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

State of Ohio  
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of JANUARY, 2019 A.D.,



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary



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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 502036

Doc Description: Highway/railroad Grade Crossing Replacement

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2018-11-27  | 2019-01-29<br>13:30:00 | CRFQ 0804 RMA1900000003 | 1       |

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Amtrac Railroad Contractors of Maryland, Inc.  
 9436 Earley Drive, Hagerstown, MD. 21740  
 301-797-3730

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 35-16491165

DATE Feb. 19, 2019

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



**ADDITIONAL INFORMATION:**

Request for Quotation

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

Replacement of two highway/railroad grade crossings on the South Branch Valley Railroad (SBVR)

| INVOICE TO                                 |         | SHIP TO  |          |
|--|---------|--|----------|
| STATE RAIL AUTHORITY<br>120 WATER PLANT DR |         | STATE RAIL AUTHORITY<br>(DBA) SOUTH BRANCH VALLEY RAILROAD<br>120 WATER PLANT DR |          |
| MOOREFIELD                                 | WV26836 | MOOREFIELD   | WV 26836 |
| US   |         | US   |          |

| Line | Comm Ln Desc                     | Qty     | Unit Issue | Unit Price | Total Price  |
|------|----------------------------------|---------|------------|------------|--------------|
| 1    | 13.1.1 Winchester Ave - MP 38.75 | 0.00000 | EA         |            | \$108,540.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72141603  |              |               |         |

**Extended Description :**

Replacement of grade crossing on SBVR at Winchester Ave. - MP 38.75

| INVOICE TO                                 |         | SHIP TO  |          |
|--|---------|--|----------|
| STATE RAIL AUTHORITY<br>120 WATER PLANT DR |         | STATE RAIL AUTHORITY<br>(DBA) SOUTH BRANCH VALLEY RAILROAD<br>120 WATER PLANT DR |          |
| MOOREFIELD                                 | WV26836 | MOOREFIELD   | WV 26836 |
| US   |         | US   |          |

| Line | Comm Ln Desc                | Qty     | Unit Issue | Unit Price | Total Price  |
|------|-----------------------------|---------|------------|------------|--------------|
| 2    | 13.1.2 Angle Road - MP 3.73 | 0.00000 | EA         |            | \$159,872.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72141603  |              |               |         |

**Extended Description :**

Replacement of grade crossing on SBVR at Angle Road - MP 3.73

|                      |                                |   |                              |
|----------------------|--------------------------------|---|------------------------------|
| <b>RMA1900000003</b> | <b>Document Phase</b><br>Final | <b>Document Description</b><br>Highway/railroad Grade Crossing<br>Replacement | <b>Page 3</b><br><b>of 3</b> |
|----------------------|--------------------------------|---|------------------------------|

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 502036

Doc Description: Highway/railroad Grade Crossing Replacement

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2018-11-27  | 2019-01-29<br>13:30:00 | CRFQ 0804 RMA1900000003 | 1       |

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Amtrac Railroad Contractors of Maryland, Inc.  
 9436 Earley Drive, Hagerstown, MD. 21740  
 301-797-3730

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 35-1649116

DATE Feb. 19, 2019

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

**ADDITIONAL INFORMATION:**

## Request for Quotation

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

Replacement of two highway/railroad grade crossings on the South Branch Valley Railroad (SBVR)

| INVOICE TO                                 |         | SHIP TO  |          |
|--|---------|--|----------|
| STATE RAIL AUTHORITY<br>120 WATER PLANT DR |         | STATE RAIL AUTHORITY<br>(DBA) SOUTH BRANCH VALLEY RAILROAD<br>120 WATER PLANT DR |          |
| MOOREFIELD                                 | WV26836 | MOOREFIELD   | WV 26836 |
| US   |         | US   |          |

| Line | Comm Ln Desc                     | Qty     | Unit Issue | Unit Price | Total Price  |
|------|----------------------------------|---------|------------|------------|--------------|
| 1    | 13.1.1 Winchester Ave - MP 38.75 | 0.00000 | EA         |            | \$108,540.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72141603  |              |               |         |

## Extended Description :

Replacement of grade crossing on SBVR at Winchester Ave. - MP 38.75

| INVOICE TO                                 |         | SHIP TO  |          |
|--|---------|--|----------|
| STATE RAIL AUTHORITY<br>120 WATER PLANT DR |         | STATE RAIL AUTHORITY<br>(DBA) SOUTH BRANCH VALLEY RAILROAD<br>120 WATER PLANT DR |          |
| MOOREFIELD                                 | WV26836 | MOOREFIELD   | WV 26836 |
| US   |         | US   |          |

| Line | Comm Ln Desc                | Qty     | Unit Issue | Unit Price | Total Price  |
|------|-----------------------------|---------|------------|------------|--------------|
| 2    | 13.1.2 Angle Road - MP 3.73 | 0.00000 | EA         |            | \$159,872.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72141603  |              |               |         |

## Extended Description :

Replacement of grade crossing on SBVR at Angle Road - MP 3.73

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

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

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

January 15, 2019 @ 10:00 AM EST

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: January 22, 2019 at 10:00 AM EST

Submit Questions to: Michelle Childers, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Michelle.L.Childers@wv.gov

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

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

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

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

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

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

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE: (This only applies to CRFP)**

- Technical  
 Cost

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

**Bid Opening Date and Time:** January 29, 2019 at 1:30 PM EST

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

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

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

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

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

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

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

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

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



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

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

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

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

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

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

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

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

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

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

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

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

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

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

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

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

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**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 are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

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

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

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

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

Vendor must maintain:

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

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

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**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.

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

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

**10. [Reserved]**

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

one thousand (\$1000.00) for every calendar day beyond three-hundred sixty-five (365) days

Liquidated Damages Contained in the Specifications

**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.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**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 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.

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

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

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

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

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

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

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

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

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

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

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

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

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

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

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

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

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

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. 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.

**40. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

Revised 06/08/2018

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

**43. 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.

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

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

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 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 Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Amtrac Railroad Contractors of Maryland, Inc.  
Contractor's License No.: WV- 020362

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

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

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

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



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

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

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

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

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

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

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

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

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. Bidder's name Amtrac Railroad Contractors of Maryland, Inc.
- ii. Name of each subcontractor performing more than \$25,000 of work on the project. West Virginia Paving Inc.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq. West Virginia Paving License #VV001429
- 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.**



**REQUEST FOR QUOTATION**  
**Replacement of two Grade Crossing on the South Branch Valley Railroad**

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

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

Replacement of two highway/railroad grade crossings 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 two highway/railroad grade crossings on the South Branch Valley Railroad 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 South Branch Valley Railroad

**2.7 “CWR”** means continuous welded rail

**2.8 “AREMA”** means American Railway Engineering and Maintenance-of-Way Association

**2.9 “GRADE”** means the rise or fall in elevation of a railroad track.

**REQUEST FOR QUOTATION**  
**Replacement of two Grade Crossing on the South Branch Valley Railroad**

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**2.10** "MP" means mile post

**2.11** "Cooper E-80 Load Rating" – The Cooper Load Rating is a system of calculations and standards for the safe loading of railroad bridges. The original rating of E-10 was based on two 2-8-0 steam locomotives and the trailing cars. By the mid-1990's AREMA recommended the use of E-80 standards, eight times greater than the original E-10 standards, due to the significant increase in the weight of locomotives and cars.

**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.

**7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.

**REQUEST FOR QUOTATION**  
**Replacement of two Grade Crossing on the South Branch Valley Railroad**

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- 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:  
All debris will be removed from the railroad and disposed of by the vendor.
- 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



**REQUEST FOR QUOTATION**  
**Replacement of two Grade Crossing on the South Branch Valley Railroad**

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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 SBVR for material delivery. The yard at Moorefield shop and the yard at Vanderlip (near Romney) are the only locked and gated areas.

**11.2.** On-track material can be stored on side tracks at Grace Cabin and Moorefield. There is vehicular access to each of these locations.

**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 Mathews

**Telephone Number:** 301-797-3730 Cell: 301-471-0469

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

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

**Exhibit "A" Pricing Page  
Highway/Railroad Grade Crossing on SBVR**

| Item   | Description   | Unit of Measure | Unit Price               | Required Quantity | Extended Cost |
|--------|---|-----------------|--------------------------|-------------------|---------------|
|        | <b>Crossings Replacement</b>                                  |                 |                          |                   |               |
| 13.1.1 | Replacement of Crossing Surface at Winchester Ave. - MP 38.75 | lump sum        | \$108,540.00             | 1                 | \$108,540.00  |
| 13.1.2 | Replacement of Crossing Surface at Angle Rd. - MP 3.73        | lump sum        | \$159,872.00             | 1                 | \$159,872.00  |
|        |   |                 | <b>Total Bid Amount:</b> |                   | \$268,412.00  |

**REQUEST FOR QUOTATION**  
**Replacement of two Highway/Railroad Grade Crossing on SBVR**

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**EXHIBIT B – PROJECT PLANS**

**1. GENERAL REQUIREMENTS:**

**13.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below. All work has to meet AREMA standards.

**13.1.1 Replace crossing surface with a precast concrete heavy duty crossing surface at Winchester Avenue MP38.75 (Hardy County) on the SBVR. DOT#144793C**

**13.1.1.1 Crossing surface is to be a “StarTrack II” heavy duty or equivalent precast surface, 60 feet long. (Equivalent surface means the concrete strength shall be a minimum 6000 PSI and the Cooper rating will be E-80 with 60% impact as a minimum. The crossing must be centered with respect to the highway and maintain proper alignment of the tracks through the crossing and adjacent approaches. Misaligned track through and approaching grade crossing will not be acceptable. Vendor will supply 12 – 5’ x 8’ x 14” panels**

**13.1.1.2 Flowable fill will be used as recommended by the manufacturer of the precast service.**

**13.1.1.3 Ten (10) 7” x 9 x 10’ crossties will be used on each end of the crossing.**

**13.1.1.3 Existing 131#RE jointed rail in this crossing will be reused.**

**13.1.1.4 The grade will remain the same as the existing grade.**

**13.1.1.5 Asphalt will be 10’ on each side of the approaches. Sidewalks will be a total of 15’ in width and will vary in length on each side of crossing. Existing rubber can be re-used for sidewalk portion of the crossing.**

**13.1.1.5 SBVR will provide flag protection for the railroad at no charge to the vendor. The vendor must have approved traffic control plans in place with DOH for any road closures, detours or disruptions. Bill Robinette is the DOH Hardy County Supervisor ([Bill.C.Robinette@wv.gov](mailto:Bill.C.Robinette@wv.gov)) Traffic control plans must be submitted and approved at the D5 Office by Randal Sigley ([Randal.D.Sigley@wv.gov](mailto:Randal.D.Sigley@wv.gov)) and copy Kenneth Clohan ([Kenneth.L.Clohan@wv.gov](mailto:Kenneth.L.Clohan@wv.gov)).**

**REQUEST FOR QUOTATION**  
**Replacement of two Highway/Railroad Grade Crossing on SBVR**

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13.1.2 Replace crossing surface with a precast concrete heavy duty crossing surface at Angle Road MP 3.73 (Hampshire County) on the SBVR. DOT#144743Y

13.1.2.1 Crossing surface is to be a “StarTrack II” heavy duty or equivalent precast surface, 128 feet long. (Equivalent surface means the concrete strength shall be a minimum 6000 PSI and the Cooper rating will be E-80 with 60% impact as a minimum. The two end panels are to be beveled. The crossing must be centered with respect to the highway and maintain proper alignment of the tracks through the crossing and adjacent approaches. Misaligned track through and approaching grade crossing will not be acceptable. Vendor must supply 26 – 5’ x 8’ x 14” panels

13.1.2.2 Flowable fill will be used as recommended by the manufacturer of the precast service.

13.1.2.3 Existing 133#RE CWR in this crossing will be reused. If contractor cuts the rail, they must provide the welds and reweld the track per SBVR CWR procedures (attachment A).

13.1.2.4 The grade will be raised 4 inches through the entire crossing.

13.1.2.5 Ten (10) 7” x 9 x 10’ cross ties will be used on each end of the crossing. An additional ten 7” x 9’ x 8’ 6” ties will continue from the end of the ten foot ties for a total of 20 ties at each end of the crossing.

13.1.2.6 SBVR will provide flag protection for the railroad at no charge to the vendor. The vendor must have approved traffic control plans in place with DOH for any road closures, detours or disruptions. Ralph Parks is the DOH Hampshire County Supervisor ([Ralph.R.Parks@wv.gov](mailto:Ralph.R.Parks@wv.gov)) Traffic control plans must be submitted and approved at the D5 Office by Randal Sigley ([Randal.D.Sigley@wv.gov](mailto:Randal.D.Sigley@wv.gov)) copy Kenneth Clohan ([Kenneth.L.Clohan@wv.gov](mailto:Kenneth.L.Clohan@wv.gov)).

13.1.2.7 The culvert pipe under the road and crossing will be replaced by DOH. This will be coordinated with the successful vendor so DOH can install the new culvert ahead of grade crossing replacement.

### 13.2 Material Specifications

13.2.1 All materials will meet AREMA Specifications.

13.2.1.1 – Standard Cut spikes

**REQUEST FOR QUOTATION**  
**Replacement of two Highway/Railroad Grade Crossing on SBVR**

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13.2.1.2 – All new crossties 7" x 9' x 8.5' industrial grade ties (Quantity 20). The specifications set forth in Chapter 3 of the AREMA Manual will govern. The ties will be 100% end plated, mixed hardwoods and oak, creosote pressure treated to 7# retention.

13.2.1.3 - All new crossties 7" x 9' x 10' industrial grade ties (Quantity 40). The specifications set forth in Chapter 3 of the AREMA Manual will govern. The ties will be 100% end plated, mixed hardwoods and oak, creosote pressure treated to 7# retention.

13.2.2.4 – Tie plates – Double shoulder 14" plates – Vendor will re-use and will not need to supply

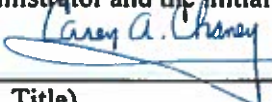
13.2.2.5 – Any ballast needed for project will supplied and delivered (if needed) by the SBVR

13.2.2.6 – Asphalt paving shall be WVDOT approved base and binder course. Minimum asphalt requirements shall be four inch (4") of base course and two inch (2") surface course. Vendor must seal all joints with bitumastic sealer.

### 13.3 Miscellaneous Information

13.3.1 Clarification of work schedule: Freight trains normally run once per day Monday-Thursday. The crossing replacement will need to be coordinated with the SBVR. Contractor will have clear window to install crossing from Friday-Sunday. The last weekend of every month beginning in May through October work cannot be scheduled for the Winchester Avenue crossing due to the excursion train.

**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.

  
\_\_\_\_\_  
(Name, Title)  
Carey A. Chaney, Vice President  
\_\_\_\_\_  
(Printed Name and Title)  
Carey A. Chaney, Vice President  
\_\_\_\_\_  
(Address)  
9436 Earley Drive, Hagerstown, MD. 21740  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
301-797-3730 301-797-3740 Fax. cchaney@amtracmd.com  
\_\_\_\_\_  
(email address)

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

Amtrac Railroad Contractors of Maryland, Inc.  
\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Robert Mathews, Vice President  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

February 19, 2019  
\_\_\_\_\_  
(Date)

301-797-3730 301-797-3740 Fax  
\_\_\_\_\_  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:**

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

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

**Addendum Numbers Received:**

*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 1-15-2019 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 1-25-2019 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 2-12-2019 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4                      | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5                      | <input type="checkbox"/> Addendum No. 10 |

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

Company



Robert Mathews, Vice President

Authorized Signature

February 19, 2019

Date

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



State of West Virginia

## **PURCHASING DIVISION**

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

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

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

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

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

1. Debt to the State or Political Subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided RFQ form (only if stipulated as mandatory).



## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

**BID BOND PREPARATION INSTRUCTIONS**

AGENCY (A) \_\_\_\_\_  
RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency  
(Stated on Page I "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

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

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

(M) \_\_\_\_\_  
\_\_\_\_\_

**NOW THEREFORE**

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

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

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

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

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

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

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

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

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

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

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

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

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

**NOW THEREFORE,**

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

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

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

Principal Seal

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

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

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

Surety Seal

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

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

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

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

(Required by W. Va. Code § 6D-1-2)

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

Name of Authorized Agent: The Corporation Trust Address: 351 W. Camden, Baltimore, MD

Contract Number: RMA1900000003 Contract Description: Highway/Railroad Grade Crossing on SBVRR

Governmental agency awarding contract: Purchasing Division

Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature:  Date Signed: February 19, 2019

**Notary Verification**

State of Maryland, County of Washington:

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

Taken, sworn to and subscribed before me this 19th day of February, 2019.

\_\_\_\_\_  
Notary Public's Signature Angie Embly

**To be completed by State Agency:**

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

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

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

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

**Contract Identification:**

Contract Number: RMA1900000003

Contract Purpose: Highway/Railroad Grade Crossing on SBVRR

Agency Requesting Work: Purchasing Division

**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 Contractors of Maryland, Inc.

Vendor Telephone: 301-797-3730

Vendor Address: 9436 Earley Drive

Vendor Fax: 301-797-3740

Hagerstown, MD. 21740

Vendor E-Mail: rmatthews@amtracmd.com



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

STATE OF ~~WEST VIRGINIA~~ Maryland

COUNTY OF Washington, TO-WIT:

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

- I am an employee of Amtrac Railroad Contractors of Maryland, Inc.  
(Company Name)
- I do hereby attest that Amtrac Railroad Contractors of Maryland, 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 Matthews

Signature: 

Title: Vice President

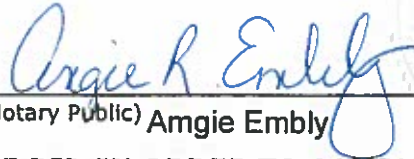
Company Name: Amtrac Railroad Contractors of Maryland, Inc.

Date: February 18, 2019

Taken, subscribed and sworn to before me this 18th day of February, 2019.

By Commission expires 12-30-2021

(Seal)

  
(Notary Public) Amgie Embley

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Amtrac Railroad Contractors of Md, Inc.

Authorized Signature:  Date: February 19, 2019

State of Maryland


County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 19th day of February, 2019.

My Commission expires December 30, 2019.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

  
Angie Embly  
Purchasing Affidavit (Revised 01/19/2018)

