

VEXDOR

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

## Request for

RFQ NUMBER RMA70002

PΑ	GE :::
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MADDRESS CORRESPONDENCE TO ATTENTION OF: KRISTA FERRELL

304-558-2596

SH-P

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

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

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

#### **INSTRUCTIONS TO BIDDERS**

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

#### **SIGNED BID TO:**

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



#### West Virginia Department of Transportation State Rail Authority

Joe Maurhin, III Governor 120 Water Plant Drive, Moorefield West Virginia, 26836 304-538-2305 TDD 800-742-6991 Fax 304-538-7474

#### August 31, 2006

To: All Attendees of the August 9, 2006 Prebid Meeting for miscellaneous track work on the West Virginia Central Railroad

From: Cindy Butler, Comptroller

Re: Addendum to RFQ # RMA70002 - Track work on the West Virginia Central Railroad

# Any items not specifically addressed in this addendum remain the same as stated in the original RFQ.

- On page 14 of the original RFQ, a line item for ballast was erroneously left out of the bid list. Also during the pre-bid it was decided that a line item for destressing the track should be added. Because of these two items a new bid sheet is attached and should completely replace page 14 in the original RFQ.
- 2. Are vendors to furnish any bolt units or lock washers in the Joint Bar Replacement item?
  - Yes The bolts are 1 inch x 5 ½ inch with nut and 1 inch lock washers
- 3. What materials are being furnished by the owner in the rail replacement item and what materials by the Contractor?
  - The only item being provided by the owner is the rail. All other items are
    to be provided by the contractor. Contractor must box anchor every other
    tie at rail replacement areas.
  - Designated areas of rail replacement are
    - i. MP 82.6 800 ft of rail
    - ii. MP 64.5 1,600 ft of rail
    - iii. MP 62.2-1,000 ft of rail
- 4. For rail replacement what is to be done with material that is removed? Also are field welds necessary?
  - The old material removed from the rail replacement project is to remain the property to the State Rail Authority. The material is to be removed from the track location and stacked neatly at Cheat Bridge.
  - Strings are to be bolted together no field welds will be necessary. Vendor must supply 12 pairs of 115RE/100RB comp bars and two pairs of 115RE joint bars.
- 5. Joint bars to be replaced are 100RB. The bolt hole configuration is attached.
- 6. For the ditching, what is to be done with the fill material?
  - Fill material can be used at washed out areas where feasible. The
    designated area for additional fill material not suitable for wash outs
    would be at MP 89.5.

Fie Replacement (excluding gaging, tamping and ballast regulation)
Estimated quantity 1,000 ties x unit cost \$ per tie =
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Gaging (new and respiked crossties)
Estimated quantity 1,500 ties x unit cost \$ per tie =
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Rip-Rap Placement
Estimated quantity 3,400 tons x unit cost \$ per ton =
\$
Ballast Replacement  Estimated quantity 1,000 tons x unit cost \$ per ton =
\$
Surfacing/Ballast Regulation
Estimated quantity 20 miles x 5,280 feet/mile x unit cost \$ per track foot
\$
Culvert Replacement
Estimated quantity 15 culverts (24 inch) x 40 feet per culvert x unit cost
\$per foot = \$
Estimated quantity 1 culverts (36 inch) x 30 feet per culvert x unit cost
\$per foot = \$
Joint Bar Replacement
Estimated quantity 200 joint bars x unit cost \$ per joint bar =
\$
World W.C
Ditching Estimated quantity 2,700 feet x unit cost \$ per foot =
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<b>3</b>
Rail Replacement
Estimated quantity 3,400 feet x unit cost \$ per foot =
\$
Destressing of Rail
Estimated quantity 2,000 feet x unit cost \$ per foot =
\$
Mobilization
Estimated quantity one trip x unit cost \$ per trip =
\$
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TOTAL COST OF ESTIMATED AMOUNTS \$