



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

# Request for Quotation

RFQ NUMBER
<b>RMA11006</b>

PAGE
<b>1</b>

ADDRESS CORRESPONDENCE TO ATTENTION OF
<b>FRANK WHITTAKER 304-558-2316</b>

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>09/14/2010</b>				

BID OPENING DATE: **09/28/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM #03</b>						
THIS ADDENDUM IS ISSUED TO ANSWER QUESTIONS FROM THE PRE-BID HELD 8/26/2010 AND ISSUE REVISED BID FORM PER THE ATTACHED DOCUMENTATION.						
NO ADDITIONAL QUESTIONS WILL BE ACCEPTED OR ACKNOWLEDGED.						
<b>0001</b>	<b>1</b>	<b>EA</b>		<b>550-70</b>		
<b>EXPANSION OF GREEN SPRING INTERCHANGE</b>						
<b>***** THIS IS THE END OF RFQ RMA11006 ***** TOTAL: _____</b>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



**Joe Manchin III**  
Governor

**West Virginia Department of Transportation**  
**State Rail Authority**  
120 Water Plant Drive, Moorefield, West Virginia 26836  
304-538-2305 TDD 800-742-6991 Fax 304-538-7474  
E-mail: John.J.Philbrick@wv.gov

To: All Attendees of the August 26, 2010 Prebid Meeting for the Expansion of the Green Spring Interchange on the South Branch Valley Railroad

From: John Philbrick, Superintendent

Date: September 9, 2010

RE: Addendum #3 to RFQ #RMA11006 – Expansion of Green Spring Interchange

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

1. Track Diagram: Revision with correction at south end turnout (Attachment A).
2. Culvert at South End: Entire corrugated metal pipe under main track and siding shall be removed. New ties and ballast will be installed and track tamped.
3. North End: SBVR will extend and widen the grade at the north end. Contractor will install a reconditioned 132RE #10 RBM turnout, including new switch ties and filter fabric, at the new location. Switch material from the existing turnout will remain property of the SBVR.
4. Switch Ties: All three turnouts will receive new switch ties. Contractor will be responsible to properly dispose of the old switch ties.
5. Access Road: The roadway beside the new third track will be widened so that the road will be ten feet wide after the new track is built. The toe of the embankment slope must stop short of the fence. Two inches of crusher run will be placed on the surface of the road.
6. New Third Track: Ballast will be used to build up the grade for the new track. The 100# rail in the existing portion of the third track will not be replaced by the contractor.
7. Rail: All 132RE rail installed for this project will meet the specifications in the RFQ and be 39 feet long.
8. Crossties: The 1,100 ties required for this project are for connecting tracks to the relocated and reconfigured switches as well as extending the existing third track northward.

## SBVR Green Spring Extension Cost Sheet

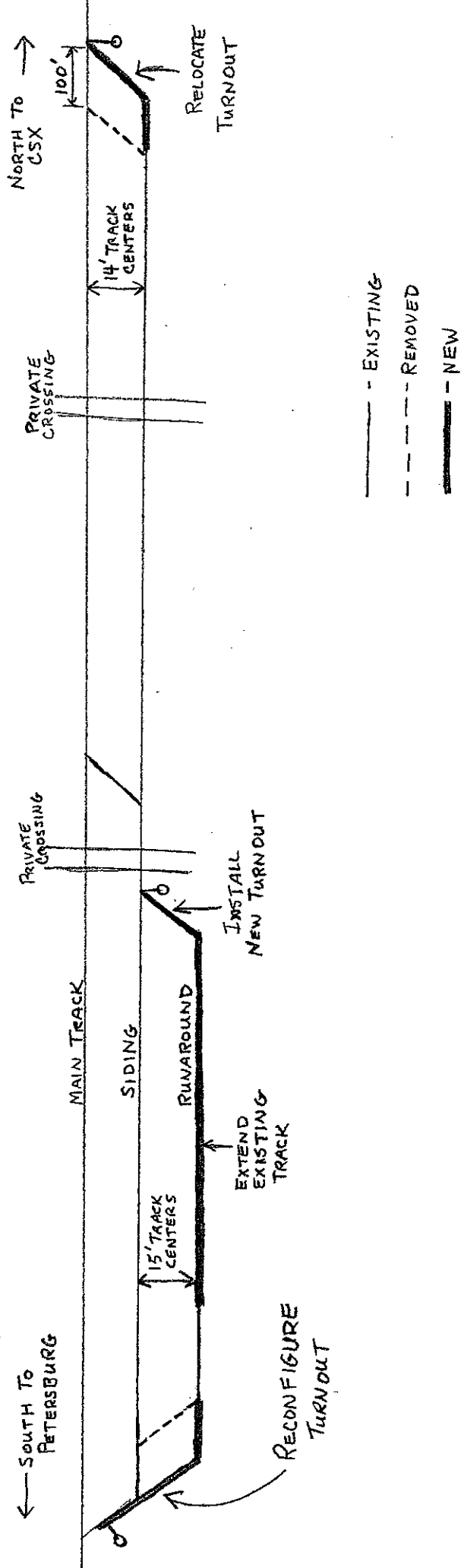
Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	<b>Grading</b>				
1	Widen Road (compacted shale)	\$	per cu. yd.	3,022	\$
2	Grade for New Track (Ballast)	\$	per cu. yd.	2,500	\$
	<b>Remove Culvert</b>				
4	and replace ties and ballast above it	\$	per culvert	1	\$
	<b>Turnouts</b>				
5	Install North Main Track T.O. in new location and extend tracks	\$	per turnout	1	\$
6	Reconfigure South Siding T.O	\$	per turnout	1	\$
7	Install T.O. at North End of New Track	\$	per turnout	1	\$
	<b>Construct New Track</b>				
8		\$	per track foot	1,875	\$
<b>Total Bid:</b>					\$

**Notes:**

- 1.) The above quantities are the agency's best estimate for the amount of work to be completed. Any variation in the actual quantities will be determine based on the unit price shown above for the given work.
- 2.) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 3.) Vendors must submit unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.

# EXPANSION OF SOUTH BRANCH VALLEY RAILROAD INTERCHANGE TRACKS

AT GREEN SPRING, WEST VIRGINIA



REVISED 8/26/10