



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
 RMA11007

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304 558 2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
10/08/2010				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
		10/27/2010			01:30PM		
***** ADDENDUM NO. 1 ***** THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE AND TIME, PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET, AND TECHNICAL QUESTIONS & ANSWERS. THE BID OPENING DATE AND TIME ARE CHANGED TO: 10/27/10 AT 1:30 PM ***** END ADDENDUM NO. 1 *****							
001	1	EA		988-15			
REPLACEMENT OF FENCE & CLEANING OF A DRAINAGE DITCH							
***** THIS IS THE END OF RFQ RMA11007 ***** TOTAL:							

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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 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).



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

**Joe Manchin III
Governor**

120 Water Plant Drive, Moorefield West Virginia, 26836
304-538-2305 TDD 800-742-6991 Fax 304-538-7474
E-mail: Cindy.K.Butler@wv.gov

To : All Attendees of the September 21, 2010 Prebid Meeting for the replacement of approximately 4,400 feet of fence and the cleaning of a drainage ditch.

From: Lucinda Butler, Director

Date: September 27, 2010

RE: Addendum #1 to RFQ #RMA11007 -- Replacement of Fence on WVCR

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

1. Completion Date: The completion date has been extended to March 31, 2011.
2. Materials clarification: All posts will be wood
3. Wooden posts: Posts can be backfilled with dirt and are to be Black Locust Wood or equivalent.
4. Location of the stays: The RFQ lists that the spacing specification for 4 strand barbed wire with two stays is 30 feet. Therefore the stays will be 10 feet from each post.
5. Brush Clearing: The brush needs to be cleared where the fence will be located to the track.
6. How is brush to be cleared – Brush hog or dozer: The brush is to be cleared including the roots the contractor will need to use a dozer or equivalent machinery to get required results.
7. Ditching: The ditching is only to be done on railroad property.
8. Access to adjoining property: It is the contractor's responsibility to obtain permission from the adjoining landowner for access to his property. Property owner is Walter Schmidlen.
9. Gates: Contractor is to install and reuse existing gates.

Pre-Bid Conference SIGN IN SHEET

[Please Print]

Request for Proposal No.: RMA 11007 - Schmadden Date: 9/21/10
Fence

<u>Firm & Representative Name</u>	<u>Mailing Address</u>	<u>Telephone & FAX Numbers</u>
1. <u>Smith Backhoe + Dozer</u> <u>Neil Smith</u>	<u>7 11th Street</u> <u>Elkins WV 26241</u>	C: <u>304 642-5718</u> T: <u>304 636-3320</u> F: <u>304 636-3314</u>
2. <u>Pearl Gate Construction</u> <u>Craig Brown</u>	<u>7 Anchors Way</u> <u>Winfield, WV 25213</u>	T: <u>304-539-8999</u> F: <u>304-755-4885</u>
3. <u>Nationwide Fence Co.</u> <u>Mike Trammell</u>	<u>58361 Gratiot Ave</u> <u>Chesterfield, MI</u>	T: <u>586-749-6900</u> <u>Ext 930</u> F: <u>586-749-6909</u>
4. <u>Nationwide Fence Co.</u> <u>RON MAXEY</u>	<u>58361 Gratiot Ave</u> <u>CHESTERFIELD MI.</u>	T: <u>586-749-6900</u> F: <u>586-749-6909</u>
5. <u>ORANGE CONST. CORP.</u> <u>DAVE WARE</u>	<u>170 OLD CHEAT RD.</u> <u>MORGANTOWN, WV 26508</u>	T: <u>(304) 291-6765</u> F: <u>(304) 291-6975</u>
6. <u>Triple H Const.</u>	<u>PO Box 176</u> <u>Beverly WV 26253</u>	T: <u>304 636 1194</u> F: <u>636 23680</u>
7. <u>Long Fence</u> <u>Tim Mullineaux</u> <u>Chris Jenkins</u>	<u>2520 Urbana Pike</u> <u>Farmville, MD</u> <u>21754</u>	T: <u>301-428-9040</u> F: <u>301-874-2564</u>
8. _____	_____	T: _____ F: _____
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.