



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
 RMA11027

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
07/11/2011				

BID OPENING DATE: 07/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO:						
1) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET						
2) PROVIDE THE ATTACHED BID CLARIFICATION.						
3) PROVIDE ATTACHMENT A: DRAWINGS NUMBERED 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31.						
4) PROVIDE ATTACHMENT B: REVISED PRICING PAGE.						
5) PROVIDE ATTACHMENT C: DRAWING						
6) EXTEND THE BID OPENING DATE AND TIME TO: 07/27/2011 AT 1: 30 PM.						
***** END ADDENDUM NO. 1 *****						
0001	1	EA		765-78		
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY						

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 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).

Pre-Bid Conference
SIGN IN SHEET

[Please Print]

Request for Proposal No.: RMA 11027 Date: 6/17/11
Crosstie / Switch Tie, Surfacing, Regulating

<u>Firm & Representative Name</u>	<u>Mailing Address</u>	<u>Telephone & FAX Numbers</u>
1. <u>G. W Peoples</u> <u>JACK T Smith</u>	<u>600 N. Bell Ave Bldg 1 Suite 210</u> <u>CARNEGIE PA 15106</u>	T: <u>412-276-2342</u> F: <u>412-276-2325</u>
2. <u>Balfour Beatty Rail</u> <u>Robert m. Roe</u>	<u>1600 Rt 136</u> <u>Washington, Pa 15301</u>	T: <u>724-228-7636</u> F: <u>724-884-0025</u>
3. <u>Railworks</u> <u>Dave Snyder</u>	<u>1550 N Bailey Road</u> <u>N Jackson OH 44451</u>	T: <u>330-538-2261</u> F: <u>330-538-2223</u>
4. <u>Atlas Railroad Const</u> <u>David Barr</u>	<u>1253 State Route 519</u> <u>Eighty Four, PA 15330</u>	T: <u>724 228 - 4500</u> F: <u>724 228 - 3183</u>
5. <u>Railroad Constructors Inc</u> <u>Dave Livara</u>	<u>705 Mantua Ave</u> <u>Paulsboro, NJ- 08066</u>	T: <u>856-423-9388</u> F: <u>" " 938</u>
6. <u>R. J. CORMAN</u> <u>R.R CONST</u>	<u>PO. Box 788</u> <u>Nicholasville Ky 40356</u>	T: <u>609-537-7888</u> F: _____
7. <u>Armond Cassil Co</u> <u>Steve Thomas</u>	<u>6403 Rinkle St</u> <u>Warner MI 48091</u>	T: <u>(586) 754-4200</u> F: <u>(586) 754-4408</u>
8. <u>Amtrac R.R. Contr. of Md.</u> <u>Timothy Spencer</u>	<u>9436 Early Drive</u> <u>Hagerstown Md. 21740</u>	T: <u>301-797-3730</u> F: <u>301-797-3740</u>
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____



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

To: All Attendees of the June 17, 2011 Prebid Meeting for the Replacement of Crossties on the South Branch Valley Railroad

From: John Philbrick, Superintendent

Date: June 30, 2011

RE: Addendum #1 to RFQ #RMA11027 -- Tie Replacement on SBVR

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

1. Track Maps: These are provided for the area within the project limits. (Attachment A). Bridges, main track turnouts and public grade crossings are identified on these maps. Private crossings are shown with a description of type of surface and cattle guards are shown by type. The steel panel cattle guards can be lifted out of the way for surfacing then replaced.
2. Completion Date: All work must be completed by June 30, 2012. The cost to the SBVR for the administration of the contract as well as for train delays that will be incurred after that date make it necessary for the agency to assess liquidated damages against the contractor for each calendar ay any work remains uncompleted after that date. The charge will be \$500.00 per day.
3. Bid Requirements: The contractor **MUST** have previous experience in crosstie replacement, track surfacing and ballast regulation. Technical questions must be submitted in writing to Frank Whittaker in the Purchasing Division via e-mail at Frank.M.Whittaker@wv.gov or fax at 304-558-2316. All technical questions will be addressed by addendum. For bidding purposes, contractor is to give a unit cost for each item listed on the cost sheet. Low bid will be determined by the lowest total amount for all units multiplied by the quantities as listed on the attached cost sheet (Attachment B).
4. Sales Tax: The State Rail Authority's tax exemption does not apply to purchases made by the contractor for this project.
5. Bolt Tightening: SBVR will provide replacements for broken joint bars, bolts and washers.

6. North Turnout of Stockyard Runaround: SBVR will supply the switch ties.
7. Cattle Guards: Previous damage to cattle guards will be repaired by SBVR.
8. Replacement of Private Crossings: The average length of a private crossing is 20 feet. SBVR will provide ties and ballast at Moorefield. Contractor will transport materials to work site.
9. Surfacing Moorefield Shop Tracks: Contractor will surface/line tracks in the Moorefield shop area. There is a total of 3,200 track feet with five #8 turnouts and one #6 turnout (Attachment C).
10. Side Tracks for Equipment: These are the Hardy County Track in Moorefield, the side track at Durgon and the Mathias Track in Petersburg. These tracks are identified on the track maps.
11. Sign-In Sheet: See Attachment D.