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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 RMA12010

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER 304-558-2316

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WV STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DRIVE MOOREFIELD, WV

26836 -304-538-2305

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11/07/								
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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. 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).



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

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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 October 26, 2011 Prebid Meeting for the Installation of Two Turnouts and Associated Trackwork on the South Branch Valley Railroad.

From: John Philbrick, Superintendent

Date: October 28, 2011

RE: Addendum to RFQ #RMA12010 - Two Turnouts and Associated Trackwork on SBVR

NOTE: This addendum replaces the original RFQ in its entirety.

DESCRIPTION OF WORK

Green Spring Turnout and Trackwork: Install a new or reconditioned 132RE #10 RBM turnout approximately 100 feet north of the existing turnout, remove the existing turnout, replace the old switch ties with new crossties and connect the side track with the new turnout. The point of switch for the turnout will be marked in the field.

Moorefield Turnout and Trackwork: Replace the existing feed mill switch with a new or reconditioned 132RE #8 RBM turnout.

CONDUCT OF WORK

General

The Green Spring site is located within yard limits. This is non-controlled track that is used jointly by SBVR and CSX train crews. The Moorefield site is also located within yard limits. SBVR will provide roadway worker protection and communication with the control office in Moorefield at both work sites. Contractor will be given a three-day window over a weekend for each location. SBVR must be given at least two weeks' notice to inform SBVR customers and CSX.

There will be a mandatory pre-construction meeting held with the successful contractor prior to the start of work. This meeting will be held with SRA and SBVR employees and the contractor's project manager. The purpose of this meeting is to assure that everyone understands the entire scope of work as outlined in the awarded purchase order.

A final inspection of all completed work will be conducted by the contractor, SRA and SBVR to assure that all work is completed as stated in the specifications. Final payment will be withheld until this inspection is complete.

The contractor will comply with all safety rules and regulations as required by the Federal Railroad Administration, SBVR and other parties as applicable.

The contractor is responsible for clean-up of the work site. All debris and refuse will be removed from SBVR property and disposed of properly. Old rail, switches and OTM will be placed in piles on the right of way clear of tracks and will remain the property of the SBVR.

On-track machinery and equipment can be stored on side tracks at Green Spring and Moorefield. There is no direct vehicular access to the Moorefield location. No materials or equipment may be placed on property adjacent to the SBVR right of way without the property owner's permission.

The contractor will use Heavy & Highway Construction Rates as established for Hampshire (Green Spring) and Hardy (Moorefield) Counties. These rates are pursuant to WV Code § 21-5A, et. Seq. and are available at www.wvsos.com/adlaw/wagerates. The contractor will be responsible for submitting certified payrolls to the SRA.

Site Preparation

The SBVR has widened the grade at Green Spring for the new turnout and the extension of the side track. The light pole at Green Spring will be relocated by SBVR.

Turnouts and Track Layout

Both turnouts will be built to AREMA design specifications. Filter fabric will be placed under the ballast and switch stands shall be placed eight feet from the center line of the track. The point of switch for the Green Spring turnout will be marked in the field. Both turnouts will use bolted joints. The side track extension at Green Spring will have rail joints welded.

Ties

All ties shall be placed in the track at right angles to the centerline of the track. The end of the tie on the line side shall be 4'3" from the centerline of the track. Switch ties shall be lined on the straight side, unless otherwise noted on plans. Crossties will not be spaced in excess of 21" centers in main track or in excess of 24" in side tracks. Switch ties will be spaced according to design. Where an existing tie is being respiked, it must be adzed, when necessary, to give the tie plate a full bearing across the tie and parallel with the plane of the track. Spike holes shall be plugged prior to placement of rail.

Before placing tie plates on the tie, dirt and other substances shall be removed from the bottom of the tie plate and the top of the tie. Care must be taken that canted tie plates incline toward the center of the track and that plates having a different amount of cant or flat plates are not mixed.

Rail

Rails shall be placed so that the joints in each line of rail shall be within the middle half of the opposite length of rail. To minimize the cutting of full length rails, short rails may be used in adjusting for proper spacing of joints, but no less than 33 feet in curves or 19'6" on tangents shall be used.

Flame cutting of rail shall not be permitted. Rail shall be cut with a rail saw. Bolt holes shall be drilled, not torch cut.

The bottom of the rail shall be cleaned before rail is laid. Rails shall be laid one at a time and, to ensure good adjustment, the rail ends brought squarely together against suitable rail expansion shims and bolted before spiking.

Bolted joints are to be centered between ties when possible. Field welded joints are to be centered between ties.

Contractor will perform any welding or grinding necessary to correct rail end mismatch.

Welded Rail Joints

Joints in the Green Spring side track extension are to be thermite welded per the manufacturer's instructions. Contractor will follow AREMA section 2.5 for thermite welding of rail joints. The quality of all welds shall be checked by the contractor using magnetic particle or ultrasound inspection in accordance with AREMA Specifications for Fabrication of Continuous Welded Rail. Test results are to be provided to the SBVR.

Spiking

Rail will be gaged to 56 ½ inches plus or minus ¼ inch measured on a plane 5/8 inch below top of rail. All ties shall be spiked with new spikes in the appropriate pattern as required by SBVR standards (Attachment A). Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. Spikes shall have full bearing against the side of the rail base. Spikes shall not be overdriven; a gap of 1/8 to 3/16 inch shall remain between the underside of the spike and the top of the rail base.

Rail Anchoring

The Green Spring side track extension will have every other tie box anchored, i.e., an anchor on each side of a tie, on both rails, or four (4) anchors applied to one tie. Ties on the main track at Green Spring will be box anchored for 200 feet north of the point of switch. The Green Spring and Moorefield turnouts will have all ties possible box anchored on the through and diverging routes. Anchors shall be applied to the gage side of the rail against the same tie face on opposite rails. Rail anchors shall be securely fastened to the rail and have a solid bearing against the ties. They shall not be moved by driving them along the rail.

Ballast Section

There will be at least six inches of ballast between the filter fabric and bottom of switch ties. There will be six inches of ballast between the ends of the ties and the slope of the ballast shoulder. Cribs will be filled but no ballast will be left on top of the ties.

Surfacing and Alinement

Both turnouts and the new section of track at Green Spring will be surfaced and lined to match existing tracks. When surfacing a turnout, tamping will continue for a distance of at least 100 feet beyond the turnout to ensure uniform surface through the turnout. Contractor will use a mechanical tamper. Two insertions will be made for each tie.

MATERIALS

SBVR will provide the following:

- 1. Ballast at Moorefield. (Contractor will transport ballast to job site and place in track.)
- 2. A&K EZ-OP 51-A switch stand for Moorefield turnout (from existing turnout).
- 3. Switch plates for Moorefield turnout (from existing turnout).

Contractor will provide the following:

All materials must conform to AREMA design specifications where applicable.

- 1. Turnouts: One 132RB #8 RBMI turnout and one 132RE #10 RBMI turnout per AREMA design specifications. Switches may be new or reconditioned. Switch stand for the Green Spring turnout will be a new A&K EZ-OP 51-A. Self guarded frogs will not be accepted. The switch plates from the existing switch at Moorefield may be reused in the new switch.
- 2. Switch Ties: One set of switch ties for a #8 turnout and one set for a #10 turnout. Switch ties will be 100% end-plated, mixed hardwoods and oak, creosote pressure-treated to 7# or refusal.
- 3. Crossties: Ties shall be 7"x 9"x 8'6" industrial grade ties. The specifications set forth in Chapter 3 of the AREMA specifications will govern. The ties will be 100% end-plated, mixed hardwoods and oak, creosote pressure-treated to 7# or refusal. 1,100 crossties will be needed for the new runaround track.
- 4. Filter Fabric: For use beneath both turnouts. It shall be sixteen-ounce needle punch, non-woven.

- 5. Tie Plates: Tie plates for the 132RE rail shall be double shouldered and inclined-surfaced with all plates having 1:40 cant. They shall have eight square spike holes. Round holes are not acceptable. Plates shall not be bent or have excessively worn spike holes. They shall be a minimum of 13 inches in length and 7-3/4 inches in width.
- 6. Tie Plugs: Tie plugs shall be 5/8 inch and creosote-treated. Foam spike hole filler may also be used.
- 7. Track Spikes: Spikes shall be new 5/8 inch by 6 inch.
- 8. Rail Anchors: These shall be new drive-on design and be the proper size for the rail to which they are applied.
- 9. Track Bolts: New standard heat-treated carbon steel track bolts and nuts shall conform to the type and weight of the track material being used. Spring washers of the appropriate size shall be used on each bolt.
- 10. 132RE Rail: Rail shall conform to the following:
 - a. Wear shall be no greater than 1/4" on both the top and gage side.
 - b. Rails shall be straight horizontally except that not more than 10% of the order may have horizontal curves not greater than indicated by the mid-ordinate of 1/4" in thirty feet.
 - c. Rails shall be straight vertically with no upsweep or droop permissible.
 - d. Rails shall be clean in appearance and free of obvious defects. Slight indentations or spike notching with a maximum depth of 1/8" and maximum length of 3/4" is permissible. Slight pitting is also allowable. Webs must be free of visual defects. Slight pitting is permissible. Rails shall have gage wear on one side only. Metal flow on rail head shall not exceed 1/8" per side. Engine burns shall not be greater than 1/2" wide by 1 1/2" long by 1/16" deep, shall not exceed two per rail and shall affect no more than 10% of the entire order.
 - e. Manganese steel rails shall not be provided. All rails shall be control cooled in accordance with AREMA specifications in effect at the time of the rail's manufacture.
- 11. Joint Bars: Six holes per bar with drilling pattern to match the above rail.
- 12. Compromise Bars: 132RE/112RE, six holes per bar to connect Moorefield switch to feed mill lead.
- 13. Rail Weld Kits: Thermite welds for the Green Spring side track extension.
- 14. Ballast: Contractor will provide ballast for Green Spring. The local supplier is Allegany Aggregates at 301-777-1777.

Ballast shall be crushed stone or slag and shall conform to the current AREMA "Specifications of Prepared Stone, Slag and Gravel Ballast." Size of ballast shall be AREMA #3 as indicated below:

Size of Opening	Percent Passing by Weight
2 ½"	100
2"	90 - 100
1 ½".	35 - 70
1"	0 - 15
1/2"	0

Contractor may have materials shipped to SBVR at Moorefield. The SBVR must be notified in advance of such deliveries. Contractor will be responsible for transportation of all materials it supplies to the work site.

COMPLETION DATE

The completion date for this project is June 30, 2012. The cost to the SBVR for the administration of the contract as well as train delays that will be incurred after that date make it necessary for the SBVR to assess liquidated damages against the contractor for each calendar day any work remains uncompleted after that date. The charge will be \$500.00 per day.

BID REQUIREMENTS

The contractor MUST have previous experience in railroad track construction.

All questions are to go to Frank Whittaker at the Purchasing Division at 304-558-2316 or at frank.m.whittaker@wv.gov. Contractors are not to contact the State Rail Authority directly. 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 unit costs multiplied by the quantities as listed on the attached cost sheet.

Attachment A

SPIKING PATTERN. " A"

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SPIKING PATTERN "B"

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SPIKING PATTERN "C"

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- TRACK SPIKE

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TRACK, EXTENDING THROUGH YARDS AND DETWEEN
STATIONS, UPON WHICH TRAINS ARE OPERATED IN
CONFORMANCE WITH RULES OR SPECIAL INSTRUCTIONS.

SIDING - AN AUXILIARY TRACK DESIGNATED IN SPECIAL INSTRUCTIONS FOR THE HEETING OR PASSING OF TRAINS.

SIDE TRACK - AN AUXILIARY TRACK FOR PURPOSES OTHER THAN MEETING OR PASSING TRAINS.

SPIKING PATTERN "D"



MAIN TRACK SPIKING PATTERNS SIDE TRACK SPIKING PATTERNS

Line	Description	Unit	Unit	Quantity	Extended
Item		Cost	of Measure		Cost
	Turnout Installation				
1	Green Spring Turnout - complete with	\$	per turnout	1	\$
	associated trackwork				
2	Moorefield Turnout - complete with	\$	per turnout	1	\$
	associated trackwork				

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.

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Pre-Bid Conference SIGN IN SHEET

[Please Print]

Request for Proposal N	o.: RMA 120	010 -Two Turnouts Date: 10/26	/11
Firm & Representative		ed Tradework on SBVR Mailing Address	Telephone & FAX Numbers
1. GWReaples Boy Hawkin	5 600	rhawkins @ gwpeoples. Com NBell Ave. Svite 210 Carnegie PA 15106	T: <u>412720-</u> 0985 F:
2. Ben Swope Fritz Rumer-		swope@fixrail.com pBox07884 Columbus of 43207	T:64-444-8844 F:64 444 7224
3. Richard Ho American	All a	mencanvail @attinet 2870 Normandy Dr. Attanta, 54 80305	T: <u>404-915-</u> 3124 F: <u>770-393</u> -0110
4. BALFOUR BENNY LES WILLIAM	RAIL	1600 RTE 136 WASHINGTOD, PA 15301	T: 724-228-7636 F: 724-884-0025
5. Atlar RR Co.		1253 St. Rek 5 19 Eyaty Fork, PA 15320	T: 724-2284508 F: 724-228-3183
6. ARMOND CASSIL DAVE MAGA		6403 RINKE ST. WARREN, WII 48091	T: <u>586-754-4</u> 200 F: <u>586-754-4</u> 408
7. BOB MASTHER AMERAC AR CONTI		9436 EARLEY PRIVE HAGERSTOWN, MD ZITGE	T: <u>301-797-3</u> 730 F: <u>301-797-3</u> 740
8.			T: F:

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