



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

Solicitation

NUMBER
RMA12032

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

RFQ COPY
TYPE NAME/ADDRESS HERE

**V
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SHIP TO

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

DATE PRINTED
06/12/2012

BID OPENING DATE: **07/26/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
BID OPENING DATE CHANGED						
FROM: 06/21/12 @ 1:30 P.M.						
TO: 07/26/12 @ 1:30 P.M.						
SIGN IN SHEET ATTACHED						
NO OTHER CHANGES						
0001		EA		550-70		
SIGNS, RAILROAD CROSSING (ELECTRIC)						
***** THIS IS THE END OF RFQ RMA12032 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, 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.html 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.: RMA12032 Date: 5-30-12

<u>Firm & Representative Name</u>	<u>Mailing Address</u>	<u>Telephone & FAX Numbers</u>
1. <u>HPI inc</u> <u>BOB MORIN</u>	<u>1750 W. COLLEGE AVE</u> <u>STATE COLLEGE, PA 16801</u>	T: <u>864-936-3081</u> F: <u>864-936-3084</u>
2. <u>ARMOND CASSIL RAILROAD</u> <u>CONSTRUCTION, INC.</u> <u>DAVE MAGEA</u>	<u>6403 RINKE STREET</u> <u>WARREN, ME. 48091</u>	T: <u>586-754-4200</u> F: <u>586-754-4408</u>
3. <u>AMTRAC RR CONTRACTORS</u> <u>ST MD</u> <u>BOB LASHWAY</u>	<u>9436 EARLEY DR</u> <u>HAGERSTOWN MD</u>	T: <u>301 797 3730</u> F: <u>301 797 3740</u>
4. <u>Buffalo Berry RAIL</u> <u>LEE WILLIAMS</u>	<u>1600 ROUTE 136</u> <u>WASHINGTON PA 15301</u>	T: <u>724-228-7636</u> F: <u>724-884-0025</u>
5. <u>RJ CORMAN</u> <u>Rick Johnson</u>	<u>101 RJ Corman DR.</u> <u>Nicholasville, Ky 40340</u>	T: <u>859-881-2410</u> F: <u>859-881-2590</u>
6. <u>J.W. Peoples CONT</u> <u>Johnny Wherton</u>	<u>600 N. Bell ave.</u> <u>Cornetw PA 15106</u>	T: <u>412-276-2342</u> F: <u>412-276-2325</u>
7. <u>Railroad Constructors</u> <u>Dave Luvary</u>	<u>705 Mantua Ave</u> <u>Paulsboro, NJ</u>	T: <u>856-443-9385</u> F: <u>" " - 9386</u>
8. <u>Jim Ryhal</u> <u>Railworks</u>	<u>1550 N. Bailey Rd.</u> <u>N. Jackson, OH 44451</u>	T: <u>(770) 740-0284</u> F: <u>jmoore@railworkson.com</u>
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____

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