



A Limited Liability Holding Company  
 101 RJ Corman Drive • PO Box 788 • Nicholasville, KY 40340-0788  
 (859) 881-7521 • Fax: (859) 885-7804 • www.rjcorman.com

May 23, 2019  
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Please submit all inquiries and bids to:  
 Bradley McLennan, Funded Projects Administrator  
 bradley.mclennan@rjcorman.com, 859-881-2352 phone

R. J. Corman Railroad Company / Allentown Lines has received a grant from the Pennsylvania Department of Transportation under the Rail Freight Assistance Program (RFAP).

R.J. Corman Railroad Company / Allentown Lines invites you to bid any or all of the following items:

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>
Track Ties 7 x 9 x 8'6"	Each	1,730
Bridge Ties (See tie frame diagram)	Each	236
Spikes: 5/8" x 6" - 50# Kegs	Kegs	340
Ballast: AREMA #4	Tons	1,000
Switch Ties:		
9' Switch Ties	Each	25
10' Switch Ties	Each	17
11' Switch Ties	Each	10
12' Switch Ties	Each	8
13' Switch Ties	Each	9
14' Switch Ties	Each	15
15' Switch Ties	Each	8
16' Switch Ties	Each	5
17' Switch Ties	Each	3
Rail: 136RE 80' Sticks (4)	LF	320
Comp Bars: 136RE/136LV	Sets	6
Switch package: #10 LH, 136RE, Samson style undercut stock rails w/16'6" Samson style points. 51-A style bow handle stand.	Each	1
Tie Plates: 7 x 14 3/4" x 6" DS	Each	150
Anchors: 6" Base Drive-On	Each	240
Weld Kits: 136RE	Each	6

Track Bolts and Washers 1" x 6"	Each	60
Hook Bolts: 12" x 3/4"	Each	120
Nut Washer Combo: 3/4"	Each	120
Dome Head Drive Lag: 6" x 5/8"	Each	600

- \*\* Delivery to 333 Linden St. Allentown, PA 18101
- \*\* Please include freight as separate line item
- \*\* Please indicate if delivery is by truck or by rail
- \*\* Anticipated need is August 2019.
- \*\* Indicate availability and delivery timing
- \*\* RJ Corman reserves the right to reject any or all bids

**Bids due by 6/7/2019 at 5PM EST / Reference Project 2017 RFAP  
Please hold quotes valid for 90 days**

**ALL MATERIAL MUST MEET AREMA SPECIFICATIONS**

**ALL RAIL MUST BE DEFECT FREE PLUS HEAD HARDENED AND CONTROL COOLED.**

**PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT**

In accordance with the Act of March 3, 1978 (P.L. 6, No. 3), as amended, known as the "Steel Products Procurement Act" (73 P.S. Section 1881 et seq.), the Grantee and/or Contractor shall only use steel products produced in the United States. If a steel product is identifiable from its face, the Grantee and/or Contractor must provide certification, if requested by the Department, that it is compliance with the Act. If a steel product is unidentifiable from its face, the Grantee and/or Contractor must provide documentation, if requested by the Department, which includes, but is not limited to: invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States sufficient to demonstrate compliance with the Act.

**SUPPLIERS MUST COMPLY WITH "PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT" (ATTACHMENT A) AND "NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE" (ATTACHMENT B)**

**The selected vendor will be required to provide their Commonwealth Vendor Number for Pennsylvania and to be registered with the Commonwealth Vendor Management Unit.**

How do I find out if I have a Vendor Number? Contact Customer Services Call Center at (877) 435-7363 (toll free), option 1.

Registration is done by going to: <https://pasupplierportal.state.pa.us/irj/portal/anonymous>



**PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination, 28 C. F. R. § 35.130*, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]**

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and

## Attachment B

subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.