



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

State of West Virginia
Master Agreement

Order Date: 09-12-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0810 0805 DMT2300000002 1	Procurement Folder:	1084224
Document Name:	Passenger Type Dual Rear Tire Van (Non Raised Roof)	Reason for Modification:	
Document Description:	Passenger Type Dual Rear Tire Van (Non Raised Roof)		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-10-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-09-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000172406 BUS SERVICE INC 8120 HOWE INDUSTRIAL PKWY CANAL WINCHESTER OH 43110 US Vendor Contact Phone: 614-833-0222 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: John S Caldwell Requestor Phone: (304) 558-9578 Requestor Email: john.s.caldwell@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE PUBLIC TRANSIT DIVISION OF BLDG 5 RM 663 1900 KANAWHA BLVD E CHARLESTON WV 25305-0432 US	GENERAL MANAGER PUBLIC TRANSIT DIVISION OF KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY 1550 FOURTH AVE CHARLESTON WV 25324 US

9-16-22
PAX
Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *9-15-22*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *9/19/2022*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *9-20-2022*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Bus Service Inc., agrees to enter with the WV Division of Public Transit, into an open-end contract for Passenger Type Dual Rear Tire Van (Non-Raised Roof), per the specifications, terms and conditions, bid requirements, Addendum No. 1 issued 08/19/2023, and the Vendor's submitted and accepted bid dated 09/01/2022 incorporated herein by reference and made apart hereof.

****Federal Terms and Conditions Apply****

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25101502			EA	0.000000
	Service From	Service To			

Commodity Line Description: Passenger Type Dual Rear Tire Van (non-raised Roof)

Extended Description:
See attached Pricing Page

Passenger Type Dual Rear Tire Van (non-raised Roof)

	Document Phase	Document Description	Page 3
DMT2300000002	Draft	Passenger Type Dual Rear Tire Van (Non Raised Roof)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one year upon approval _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to one successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent.

Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel

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products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)  Adam Prestifilippo / National Sales Mgr.

(Printed Name and Title) Adam Prestifilippo / National Sales Manager

(Address) 3153 Lamb Avenue, Columbus, OH 43219

(Phone Number) / (Fax Number) (614) 471-2877 / (614) 471-8801

(email address) adam@buyabus.net

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Bus Service Inc

(Company)



(Authorized Signature) (Representative Name, Title)

Adam Prestifilippo / National Sales Manager / 8-22-2022

(Printed Name and Title of Authorized Representative) (Date)

(614) 471-2877 / (614) 471-8801

(Phone Number) (Fax Number)

adam@buyabus.net

(Email Address)

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for Passenger Type Dual Rear Wheel (DRW) Vans (Non Raised Roof), converted for forward facing wheelchair spaces, fold down flip seats and /or fixed seats with air conditioning / heat, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

Vehicles supplied shall conform in all respects to the applicable Motor Vehicle Laws of the State of West Virginia, Federal Motor Vehicle Safety Standards, Environmental Protection Agency, Federal and State Regulations in effect at the time of manufacture and all must be in compliance with Americans with Disabilities Act (ADA) regulations at the time production of the vehicle commences.

The Vendor is to deliver a complete new 2019 or current year vehicle in one of the two (2) proposed floor plans as defined in these specifications with different configurations identified as a Class on the Exhibit A Pricing Pages, ready for operation. **All required Federal Transit Administration certification forms shall be included in the bid proposal.**

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them.
- 2.1 “Contract Item”** means the Passenger Type Dual Rear Tire Van, (non- raised roof)ay vehicles more fully described by these specifications.
- 2.2 “Pricing Pages” or “Contract Items”** means the list of buses with the configurations identified herein and on the Pricing pages as Classes A through F.
- 2.3 “Division”** means the West Virginia Division of Public Transit, DPT.
- 2.4 “EPA”** means Environmental Protection Agency.
- 2.5 “Gross Vehicle Weight Rating (GVWR)”** means the maximum loaded weight (including curb weight, operator & passenger weight, and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.
- 2.6 “Manufacturer/Brand”** means the name of the maker of the contract item which will be supplied by the vendor.
- 2.7 “Model & Number”** means the model name and model number associated with the contract item as defined by the manufacturer.
- 2.8 “OEM”** means Original Equipment Manufacturer.
- 2.9 “Powertrain”** means the group of components used to transmit engine power to the wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft, and rear-axle gears.

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

- 2.10** “**Pricing Page**” means the pages, contained in wvOASIS, or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
- 2.11** “**QVM**” means Qualified Vehicle Manufacturer.
- 2.12** “**Solicitation**” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.13** “**Vendor Name**” means the company name of the vendor who will be supplying the contract item(s) to the Division.
- 2.14** “**Warranty**” means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer’s responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.
- 2.15** “**Wheelbase**” means the distance from the centerline of the front axle to the centerline of the rear axle.
- 2.16** “**Curb Weight**” means Weight of the vehicle including maximum fuel, oil, and coolant and all equipment required for the operation as required by this specification without passengers or driver.
- 2.17** “**Gross Load**” means one hundred and seventy five (175) pounds for every design passenger seating position and for the driver and three hundred (300) pounds for every wheelchair station. Vehicles will be operated without standees.
- 2.18** “**Fireproof**” means materials that will not burn or melt at temperatures less than 2,000 degrees Fahrenheit.
- 2.19** “**Fire Resistant**” means Materials that have a flame-spread index less than 150 as measured in a radiant panel flame test per FTA Docket 90A
- Docket 90
- 2.20** “**ASTM**” means American Society for Testing and Materials
- 2.21** “**SAE**” means Society of Automotive Engineers
- 2.22** “**FMVSS**” means Federal Motor Vehicle Safety Standards
- 2.23** “**EPA**” means Environmental Protection Agency
- 2.24** “**DMV**” means Division of Motor Vehicles, State of West Virginia

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

- 2.25 “FTA” means Federal Transit Administration
- 2.26 “ADA” means Americans with Disabilities Act of 1990 including applicable federal regulations issued pursuant to the Act and in effect at the time production of the vehicle commences.
- 2.27 “DBA” means the decibel scale A weight to measure upper middle frequencies over time that can impact hearing loss.
- 2.28 “RPM” means Revolutions per minute.
- 2.29 “HP” means the power of an engine measured in terms of a unit of power equal to 550-foot pounds per second.
- 2.30 “GAWR FR” is the maximum distributed weight that may be supported by the front axle.
- 2.31 “GAWR RR” is the maximum distributed weight that may be supported by the rear axle.

3. GENERAL REQUIREMENTS

3.1 CONTRACT Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

- 3.1.1 In all cases, materials shall be furnished as specified. Where brand names or specific items or processes are used in the specifications, consider the term or equal to follow.
- 3.1.2 **Legal Requirements** – The vehicle shall meet all applicable FMVSS, DMV, ADA and federal and state regulations in effect at the date of manufacture. Vendor shall supply certification that vehicle meets all FMVSS Regulations and that vehicle complies with all relevant federal and State of West Virginia Standards at the time of delivery.
- 3.1.3 **Components, Materials, Workmanship, and Completeness:** These specifications reflect the Division of Public Transit's preference as to dimensions, materials, and major components. However, the vendor shall not omit any part or detail which goes to make the vehicle complete and ready for service, even though such part or detail is not mentioned in these specifications.
- 3.1.4 All units or parts shall be manufacturer's best quality and shall conform in material, design and workmanship to the best practice known in the automotive industry. All parts shall be new and in no case will used, reconditioned, or obsolete parts be accepted. The parts on all vehicles provided by the same manufacturer shall be interchangeable.

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

- 3.1.5** The price quoted in any proposal submitted shall include all items of labor, material, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the vehicle pursuant to these specifications.
- 3.1.6** It is the intent of these specifications to provide and require a complete vehicle of the type prescribed ready for operation. The vendor shall assume sole responsibility for the entire vehicle as to warranty and after-sales parts and service.
- 3.1.7** Warranty to become effective on the first day, after the date of final acceptance, of each vehicle by the Division of Public Transit.
- 3.1.8 Emissions Control Requirements:** The vehicle shall comply with all federal and state requirements applicable to the year of manufacture.
- 3.1.9 Noise Control:** The exterior noise from the vehicle shall not exceed eighty-six (86) dba using the procedures set forth in the SAE Standard SAE J 366. Vendor shall supply report showing testing results of noise control.

The interior noise at a location two (2) feet from the rear window and four (4) feet from the floor shall not exceed 86 dba with the vehicle standing with the transmission in neutral and the engine operating a maximum rated RPM.

- 3.1.10 Inspection Facilities:** In order to comply Inspection Stations, the manufacturer shall provide on its premises a suitable hoist for a complete inspection of the underside of the vehicle. **A pit is not acceptable.** This includes, but is not limited to, wiring and hosing runs, structural integrity, through floor securements, OEM defects and completeness, and coverage of the undercoating

LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS/ HER REFUSAL TO EXTEND THE PRICES, TERMS AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS/ HER BID.

ALSO, THE PRICES, TERMS AND CONDITIONS OF THE BID MAY BE EXTENDED TO WEST VIRGINIA TRANSIT AUTHORITIES AND PRIVATE NON PROFITS. VENDOR MUST CLEARLY INDICATE A REFUSAL IN HIS / HER BID.

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Passenger Type Dual Rear Tire Van (Non-Raised Roof)

3.2 CHASSIS

- 3.2.1 Ford Transit-350, High Roof Super-Length Wagon (Or Equal)
- 3.2.2 Exterior Length: Minimum of 226.1”
- 3.2.3 Exterior Width: Minimum of 81.3”
- 3.2.4 Exterior Height: Minimum of 107.7
- 3.2.5 Wheelbase: Minimum of 148.0”
- 3.2.6 GVWR: Minimum of 10,360 lbs.
- 3.2.7 Wheelbase and cab-to-axle compatible with proposed floor plans.
- 3.2.8 Manufacturer’s heaviest suspension package available.
- 3.2.9 Front and Rear Bumpers

3.3 ENGINE

- 3.3.1 Minimum 3.5 Liter Eco Boost or Equal V-6 gasoline engine. Increased capacity cooling with coolant recovery system.
- 3.3.2 **High Idle System** - A high idle system, intended to maintain battery charging under heavy demand when the vehicle is stationary and the emergency break is applied shall be provided. The fast-idle switch will automatically disengage when the vehicle is placed in forward or reverse gear. The high idle system can be achieved by an aftermarket system like Intermotive.

3.4 FUEL SYSTEM

- 3.4.1 A single fuel tank shall have the maximum capacity allowed by OEM. with locking fuel door to be provided on each vehicle.
- 3.4.2 An engine mounted fuel filter is required with replaceable type elements.

3.5 TRANSMISSION

- 3.5.1 Transmission shall be a minimum automatic ten (10 speed with overdrive.
- 3.5.2 Transmission shift lever shall be interlocked with starting motor to prevent engagement of starter in any gear possible other than neutral or park.
- 3.5.3 The transmission shall have the OEM separate cooling system appropriate for the configuration of the vehicle.

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Passenger Type Dual Rear Tire Van (Non-Raised Roof)

3.6 AUDIBLE ALAR / BACKUP CAMERA

- 3.6.1 Backup Buzzer:** A backup buzzer shall be provided that is audible outside the vehicle when transmission is in reverse.
- 3.6.2** OEM backup camera system shall be installed on each vehicle so that the area around the back of the vehicle is clearly displayed on a monitor that is mounted in an easily visible area for the driver.

3.7 FRONT AXLE

- 3.7.1** GAWR FF compatible with chassis OEM.
- 3.7.2** Manufacturer's heaviest suspension package available.
- 3.7.3** Power steering
- 3.7.4** Steering stabilizer
- 3.7.5** OEM tilt-wheel and adjustable steering column with cruise control is required on all vehicles.
- 3.7.6** Front end alignment shall be done by the vendor prior to delivery with proof of the alignment provided when vehicle is delivered.

3.8 REAR AXLE

- 3.8.1** GAWR RR compatible with chassis OEM.
- 3.8.2** Manufacturer's heaviest available rear shock absorbers to maintain height over all terrain.

3.9 BRAKES

- 3.9.1** Brakes on all wheels shall be heaviest duty available from the manufacturer. The vehicles shall be equipped with an antilock brake system.

3.10 WHEELS

- 3.10.1** Vehicle shall be equipped with the heaviest duty available ventilated pressed steel wheels.
- 3.10.2** Single front and dual rear.
- 3.10.3** Manufacturer's heaviest available wheel bearings shall be required.
- 3.10.4** Wheel shall be matched to the vehicle's gross weight including spare.
- 3.10.5** Both inner and outer wheels shall be painted white inside and outside.

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3.11 TIRES

- 3.11.1 Vehicles shall be equipped with seven (six regular and one full size spare) steel belted radial tires, load range compatible to OEM specifications for vehicles weight.
- 3.11.2 Tires shall be supplied with the vehicle from the factory.
- 3.11.3 Tire treads shall be all weather type.
- 3.11.4 Tires shall be matched to the vehicles gross weight and be adequately inflated prior to delivery.
- 3.11.5 Each inner dual rear wheel shall come with an air valve extender.
- 3.11.6 **It is required that the vendor supply the description, warranty and literature information of this product with the bid.**
- 3.11.7 **Spare Wheel and Tire:** Manufacturer shall provide a spare tire as standard equipment. Each spare wheel and tire shall be mounted under the rear of each vehicle. If unavailable to mount under rear of vehicle, may ship loose in the body of vehicle appropriately secured so as not to damage the vehicle interior during shipment. Spare is to be the exact same OEM tire and wheel as provided on the vehicle an inflated to the proper pressure with air not nitrogen.
- 3.11.8 Each vehicle shall be equipped with one set of appropriate size tire traction chains for winter driving.

3.12 ELECTRICAL SYSTEM / WIRING

- 3.12.1 Alternator: Manufacturer's heaviest available, a minimum 210 Amperage capacity.
- 3.12.2 The alternator shall be sized to provide a minimum of 90 percent of the continuous system draw at the engine manufacturers recommended idle of 100 percent at automatic fast idle as specified in Section 3.3.2.
- 3.12.3 The alternator speed shall not exceed its recommended maximum or recommended high engine speed.
- 3.12.4 The continuous system draw shall include all accessories in their "high" position, which could operate as the vehicle is in motion; i.e., excluding intermittently operating devices such as turn signals, brake lights, or wheelchair lift.
- 3.12.5 Manufacturer's heaviest available 12 volt maintenance free dual battery system.
- 3.12.6 Uniform as build Schematics for all added electrical equipment shall be furnished that shows where added equipment was electrically attached to existing factory electric power. **Two (2) 11"x17" clearly readable laminated print copies of the as built schematics is to be provided for each vehicle at the time of delivery.**

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3.13 INSTRUMENTS AND CONTROLS:

The following instruments shall be provided. All controls shall be within the driver's arm reach when his seat belt is fastened.

- 3.13.1** Vehicle shall be equipped with the OEM's deluxe digital AM/FM/USB/MP3 radio stereo with a 6-speaker system for the passengers. One (1) additional speaker shall be installed in the driver's door or driver's side of the dashboard.
- 3.13.2** Speedometer with recording odometer
- 3.13.3** Ammeter or voltammeter gauge
- 3.13.4** Low-charge warning light
- 3.13.5** OEM Oil Pressure Warning Lamp on instrument cluster
- 3.13.6** Fuel tank level gauge(s)
- 3.13.7** Engine temperature gauge
- 3.13.8** Headlight on indication and headlight high beam indicator
- 3.13.9** Directional signal and flasher action light
- 3.13.10** Parking Brake Indicator
- 3.13.11** Ford OEM light switch will control all marker and clearance lights.
- 3.13.12** Separate switches and temperature controls for rear passenger compartment heater and air conditioner.
- 3.13.13** Separate switch and temperature controls for driver's heater, defroster and air conditioner.
- 3.13.14** Dual electric windshield wipers with high, low and intermittent speeds.
- 3.13.15** Dual electric horns
- 3.13.16** Passenger compartment lights
- 3.13.17** USB port for charging cell phone.
- 3.13.18** Emergency flasher control facing driver and clearly visible
- 3.13.19** Each vehicle shall be equipped with driver's air bag.

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3.14 ELECTRICAL FUSES/CIRCUIT BREAKERS

- 3.14.1** The fuse panel box shall be large enough so that the wires are not cramped and easily accessible for service. The panel door shall have enough space between door and panel so that the door and wires do not touch when closed.

3.15 BODY - INTERIOR

- 3.15.1** Interior lining shall be OEM for the ceiling and walls. Lining shall be installed to cover openings and posts providing a smooth finish and shall be a minimum of 1/8" vinyl type hardboard, fiberglass reinforced plastic (FRP) or molded one piece side walls and door panels that is equal to industry standards.
- 3.15.2** Color shall be standard color as provided by the manufacturer and compatible with the color in driver's compartment.
- 3.15.3** Necessary insulation shall be provided throughout the vehicle (ceiling and walls) to insure maximum heat and cooling efficiency.
- 3.15.4** Interior surfaces of any exterior painted body panels and posts which are covered by trim material shall be given a coat of primer as additional protection against deterioration.
- 3.15.5** All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate type or acceptable substitute. Application of exterior sidewalls with two sided tape is not acceptable.
- 3.15.6** All interior panels shall be fastened to the body frame. All fasteners shall be installed to resist vibratory loosening. Exterior seams shall be constructed in such a manner that they shed water; the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone. All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate type tape, butyl rubber type, or equal.
- 3.15.7** All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished.
- 3.15.8** Ceiling and side panels shall match the interior color scheme.
- 3.15.9** The passenger entrance frame and wheelchair door shall be OEM construction.
- 3.15.10** The front cap shall have an extra framed support from the side of the passenger entrance door to the floor.
- 3.15.11** Stepwells shall be of one-piece stainless steel or aluminum construction or aluminized steel welded into the floor and side-structures. The bottom of the steps and risers will be coated with undercoating, such as Z Tech Z guard 20060 B-2, or DegaCoat 310 or an equal. Stepwells shall be of one-piece construction of

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corrosion resistant steel with covered corners and adequate reinforcement to prevent deflection.

Stepwell shall be the full width of the door opening, and designed like the Talon Tread-type step or approved equal, which eliminates separation and exposure of metal to moisture on the treads and risers. The preferred method of manufacturing is a process where the contrasting step nosing and flooring are heated with the metal stepwell so that the metal and flooring material are fused with fewer seams and less caulking. The step nosing must contrast in color to the floor color.

The entire underside of the stepwell shall be fully undercoated. The nosing of each step shall be marked with bright yellow marking with abrasive strip insert not less than two (2) inches wide, reflective type material Gerfloor or equal.

Floor covering shall be laid without gaps or openings. Joints shall be filled with color matching material to be tight against any influx or seepage of water and all edges to be sealed. Stepwells and walkways to be contrasting color against under passenger seat flooring for higher visibility.

- 3.15.12** Wheel housing shall be steel and should provide clearance for wheels equipped with chains to move freely and to allow a wheel to be removed with the vehicle jacked on the rear axle.

3.16 EXTERIOR:

Vehicle exterior paint shall be OEM standard “white” finish.

- 3.16.1** **5310 Paratransit Vehicles Vinyl Scheme:** Vinyl Logo/Striping Scheme on Vehicles Classes A-C Paratransit Vehicles. This will include the Agency Name, Phone Number and West Virginia Transit Assistance Program Logo applied to both sides of the vehicle by the Vendor at the Factory. This scheme uses two colors: Pantone 485 (red) and Pantone Process Blue. (See Exhibit D for example).
- 3.16.2** The artwork for the logo and stripes will be provided by the Division upon award as well as a list of agency names and phone numbers. (See Attached photos labeled Paratransit Vehicle Classes A through C.)
- 3.16.3** Signs and numbers shall be fade, chip, and peel-resistant; NO painted signs, decals or pressure sensitive appliques.
- 3.16.4** All decals shall be sealed with clear, waterproof sealant around the edges and on all exposed surfaces.
- 3.16.5** **Transit System Vinyl Schemes** These Vehicles are defined as Class D through F. This will include a vinyl scheme applied to the vehicle by the Vendor as the factory. The schemes can have at least 2-3 colors with the possibility of up to 5 colors. Where the logo’s cover the window, perforated vinyl will be used. (See Exhibit B and C for examples).
- 3.16.6** Successful vendor to work directly with Transit Authority regarding what logo, stripes, etc. to be applied. Successful vendor shall obtain written

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documentation from Transit Authority Official approving layout, colors and information prior to installation. See Exhibit C Examples of Paint Schemes.

3.16.7 All decals shall be sealed with clear, waterproof sealant around the edges and on all exposed surfaces.

3.16.8 Graphics: All Graphics files must be First Generation or Original Files in the following format:

1. .ai File
2. Vector Art File
3. High Resolution .tif
4. Other High Resolution File

3.16.9 Exterior Reflective Vinyl Tape: The vehicle shall be stripped from the front to the rear with exterior white reflective vinyl tape as the top and bottom of all egress passenger windows meeting DOT-C2 standards. See the following link regarding DOT-C2 Standards.

[DOT-C2 Standard](#)

3.16.10 When the existing logos are not on the rear of the vehicle, the white reflective vinyl must circle the rear emergency door window, if present, even when the color vinyl is used in the logo.

3.16.11 When reflective tape and paint are used for the same color on one vehicle, they must match (Example: painting the vehicle skirt and using tape stripes for the side of the vehicle must match.) Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals..

3.16.12 The exact location and size will be agreed upon between the Division of Public Transit and the successful bidder.

3.16.13 License Plate Mounts: Located on the rear bumpers. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that requires rear license plate. Any vehicle delivered without such plate mounts will be rejected.

3.17 UNDERCOATING AND RUSTPROOFING:

3.17.1 The vehicles shall be fully undercoated prior to delivery. Vendor is required to provide the description, warranty and literature information of this product with the bid.

3.18 DOORS – ACCESS AND ENTRANCE / EXIT

3.18.1 Driver and Passenger Front Doors: Driver and passenger running boards to allow access for the driver and passenger.

3.18.2 Ambulatory Passenger Doorway: A driver operated 2 leaf, outward opening passenger access door shall be located towards the front of the right of the vehicle.

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- 3.18.2.1 Vehicle shall be equipped with a rectangular, fully glazed, electric operated, two (2) leaf outward opening door located street side behind front passenger seat location.
- 3.18.2.2 Ambulatory passenger door shall have a minimum clear opening of 33” and a minimum overall clear height of 66”, measured front eh first step.
- 3.18.2.3 Step risers shall be a maximum of 9” and tread depth a maximum of 11”.
- 3.18.2.4 Ground to first step shall be a maximum 11” plus or minus ½: (prefer lowest level possible).
- 3.18.3.5 The underside of steps and risers shall be coated with a spray on undercoating product.
- 3.18.2.6 The entire ambulatory passenger entrance door frame and one-piece stepwell shall be OEM construction.
- 3.18.2.7 Stepwell shall be the full width of the door opening.
- 3.18.2.8 The door opener shall be placed to be operable by the seated driver.
- 3.18.2.9 **Ambulatory Passenger Door:** shall be key or keypad operated from the outside and by a rocker or toggle switch from the driver’s console. Door pivot pins shall be incorporate permanently lubricated bearings. Door must have an emergency release in case electric is not properly working.
- 3.18.2.10 All parts must be inter-changeable and the recipient agency shall be able to replace each part of the door opener without purchasing the complete unit. .
- 3.18.2.11 Door mount on the entrance door shall be of solid construction.
- 3.18.3 **Non-Ambulatory Passenger Entrance / Exit (Lift Door)**
 - 3.18.3.1 Driver operated wheelchair entrance door with large upper viewing window, capable of being locked.
 - 3.18.3.2 Shall be located at the rear of the vehicle.
 - 3.18.3.3 Doors shall not sag when open.
 - 3.18.3.4 Handles shall be places on the exterior and interior of the door so that the door may be opened from the inside of the vehicle in case of emergency, open with the lift is in the raised and folded position.
 - 3.18.3.5 Wheelchair door shall provide approximately 57.75” (Minimum) clear door opening height.
 - 3.18.3.6 The lift door shall be approximate 46” (Minimum) clear door opening

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width.

- 3.18.3.7** The door width must provide operation clearance of a lift meeting the requirements of Section 3.31.3.
- 3.18.3.8** The striker for the signal must not have contact with flexible section of the door. It must either make contact with the top mullion or have a two (2) inch by two (2) inch striker plate to prevent false alarms. This requirement can also be met by using a magnetic proximity switch for the door ajar buzzer and interlock system.
- 3.18.3.9** Lift door shall be equipped with an OEM magnetic door holders firmly hold door securely in full open position when lift is in operation.
- 3.18.3.10** Lift door shall be equipped with a locking door handle, or OEM paddle latch which is opened by the OEM key FOB, and each vehicle shall be provided with at least two (2) sets of door keys.

3.19 WINDOWS

- 3.19.1** Glass shall be safety glass, with all latch mechanisms recessed
- 3.19.2** Windshield shall be fixed type, glazed with safety laminated glass, tinted above eye level.
- 3.19.3** Manufacturer's Standard Tint Glass

3.20 AIR CONDITIONING AND HEATING

- 3.20.1** Chassis manufacturer's highest capacity available combination air conditioning and heater unit shall be installed.
- 3.20.2 Stepwell Heater:** An electrical stepwell system heater shall be provided and installed to eliminate ice and snow build-up on the Ambulatory Passenger stepwell.

3.21 INTERIOR LIGHTING

- 3.21.1** Interior shall be illuminated so as to provide a minimum of twelve (12)' candles of illumination measured at thirty-six (36) inches above the floor over each two-passenger cross seat.
- 3.21.2** Lights shall operate with or without engine running.
- 3.21.3** Ambulatory door hooded stepwell light shall be mounted and wired to light when the front door is open so stairwell and immediate outside area is illuminated.

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3.22 EXTERIOR LIGHTING:

Exterior lighting shall be in accordance with Federal Motor Vehicle Safety Regulations (393.12) See link below.

[Federal Motor Vehicle Safety Regulation 393.12](#)

- 3.22.1** OEM headlights sealed from moisture intrusion with high and low beams controlled by a column-mounted lever switch or by a foot switch mounted on the floor, which will be sealed from moisture, are required.
- 3.22.2** Headlamp units shall be of the latest type and low beam rating of 600-hour life minimum. **Headlights shall be wired for daytime running.**
- 3.22.3** Headlight high beam indicator shall be installed on instrument panel. An audible "headlight on" warning buzzer shall be installed to notify the operator that the lights are on with the engine turned off.
- 3.22.4** Rear stoplights are to be independent of directional and hazard warning lights.
- 3.22.5** Brake lights shall not override emergency flashers or turn signals.
- 3.22.6** Two (2) OEM back-up lights adequate to illuminate for visibility when backing shall be furnished.
- 3.22.7** A rear license plate light shall be provided that meets Federal and State of West Virginia Motor Vehicle regulations.
- 3.22.8** Ambulatory Passenger entry door stepwell area shall be illuminated to comply with ADA requirements by door activated LED stepwell lights including the immediate area outside.
- 3.22.9** These lights shall be shielded to protect passengers' eyes from glare.
- 3.22.10** Light fixtures shall be totally enclosed, splash-proof, designed to provide ease of cleaning, as well as, lamp housing removal and shall not be easily removed by passengers.
- 3.22.11** Stepwell lights shall be protected from damage caused by passengers kicking the lenses or fixtures and shall not be a hazard to passengers.
- 3.22.12** Stepwell lights shall be activated by operating the ambulatory passenger door even with the running lights switch in the OFF position.
- 3.22.13** Vehicles shall be equipped with an exterior curb lamp.
- 3.22.14** Light shall be positioned in manufacturer's standard location in such a manner as to illuminate the ground area in the immediate vicinity of the area of operation of the

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wheelchair lift.

3.22.15 Light shall be automatically activated only when the wheelchair lift doors are open.

3.22.16 Illumination shall be sufficient to comply with ADA requirements.

3.22.17 Rear hazard flashers shall be activated when the lift operating circuits are energized.

3.23 FLOOR AND FLOOR COVERING

3.23.1 Floor shall be of five-eighth (5/8") inch minimum thickness, five ply, exterior BC grade (or better) water-resistant plywood without visible cracks or holes.

3.23.2 Edges sealed to prevent entrance of moisture.

3.23.3 Flooring shall be securely fastened to the steel vehicle floor structure by the use of adhesive and mechanical fasteners with no intrusions into the vehicle body compartment.

3.23.4 Floor shall be laid in such a manner as to be free from squeaking and uniform thickness throughout the vehicle.

3.23.5 Floor shall be covered, wall-to-wall, with Altro Transflor Meta or equal, or equal being slip resistance, thickness of 2.2 mm or 2.7 mm, life expectancy of 12 to 15 years.

3.23.6 Edges shall be sealed and caulked.

3.23.7 Floor covering shall contrast with seat cover colors

3.23.8 All Abrasive step edges to be marked in accordance with FTA/ADA requirements. (Yellow is the preferred color).

3.23.9 Floor color will be determined by the Division once the contract is awarded.

3.24 PASSENGER ASSISTS:

Shall be constructed of seamless stainless-steel stock having an outside diameter of 1.25 inches.

3.24.1 The diameter or width of the padded gripping surface of assists and stanchions shall be 1.25 inches to 1.50 inches.

3.24.2 Some vehicles may Require two (2) sets of handrails, one (1) for adults and one (1) for small children.

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3.24.3 Grab rails shall be padded and shall be positioned at both the left and right side of the stepwell entry area.

3.24.4 All sharp edges, protruding fasteners, brackets, etc., that can cause injury to the passenger or catch on clothing shall be eliminated on the vehicle.

3.25 INTERIOR DECALS:

3.25.1 "No Smoking" at the front top of vehicle

3.25.2 "All Passengers Are Required To Wear Seat Belts When Vehicle Is In Motion" at the front top of the vehicle

3.25.3 "Clearance _____ feet _____ inches" above driver's visor. (The specific figures on clearance will be determined by exact dimensions of vehicle.)

3.25.4 Emergency Dial 911

3.25.5 EMERGENCY EQUIPMENT – Receiving Agency will install this decal.

3.25.6 "Priority Seating" decal shall be supplied for the first two, forward-facing fixed seats on both sides.

3.25.7 Black lettering on yellow background "Watch Your Step" decals are to be affixed to entrance step risers.

3.25.8 All emergency exits or windows to be noted with a decal.

3.26 EXTERIOR DECALS:

3.26.1 "This Vehicle Stops at all Railroad Crossings" on the back of the vehicle.

3.26.2 The International Wheelchair Accessibility Symbol on the back of the vehicle.

3.26.3 "CAUTION: LOADING AND UNLOADING PASSENGERS" on the back of the vehicle

3.26.4 "CAUTION: STAND CLEAR FOR LIFT OPERATIONS" on lift door.

3.26.5 The exterior decals shall have 1.25" lettering and shall be white letters on red back ground.

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3.27 SEATING

- 3.27.1** Non lift class vehicles shall utilize OEM Passenger seats with retractable seat belt and shall all be forward facing.
- 3.27.2** Lift equipped vehicle passenger seats shall be Freedman Feather Weight Mid-Hi-Seat, American Seating, or an or equal (Equal being: Mid-high back doubles with semi-bucket and contoured configuration. Seats shall be wire mesh-grid seat springs a minimum of five (5) inches of foam padding with two and a half (2 ½) back support. Upholstery shall be vinyl – fabric hybrid grade 3.5 or higher (Commercial grade vinyl and fabric) with ABS Knee-Saver back. (Knee Saver style backrest providing increased hip-to-knee room, lumbar support, and back angle adjustment.)
- 3.27.3** A padded grab rail shall be provided on top of each seatback and all fold- a-ways. Grab rail does not have to be on rearmost seats.
- 3.27.4** Double and single forward facing fixed seats shall be provided per proposed seating configurations.
- 3.27.5** The seats shall be equipped with the Freedman USR (under seat retractor) system or equal complying with FMVSS 210. (see link below) Or equal would meet FMVSS 210 and the belts shall be fully retractable into housings and shall not touch the floor at any time. Retractable seatbelts shall be attached to the seat frames. All bests shall be permanently kept in the correct position for securement applications.

FMVSS 210

- 3.27.6** A black molded flip-up armrest for each outside passenger seat shall be installed that is Anti-bacteria and Anti-microbial.
- 3.27.7** The back of the seat shall be between 22” and 26” inches high measured from the top of the seat cushion.
- 3.27.8** Seats shall be floor mounted with black painted finish.
- 3.27.9** Seats shall conform to the following dimensions:

Width per passenger	16 inches minimum
Height of seat cushion	14 inches above floor to front edge of seat cushion minimum
Depth of seat	17 ½ inches maximum
Height of seat back	23 inches maximum (except rear row)
Hip-to-Knee room	25 inches minimum
Aisle width	11 inches minimum

- 3.27.10** At least two (2) seats shall be equipped with a Freedman Featherweight CRS-225 child safety latch for securement of children’s car seats, or Equal . If the designated seat is at a wheel well, it can only be on the wall seat. (This seat has the attachment

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points to secure removable child seats.)

- 3.27.11** Upgrade one double mid-high to a double child restraint seat in each vehicle ordered in all classes. Integrated child restraint seat which can secure a child between the heights of 33” and 49” with weight between 22 to 78 lbs. Instructions for the securement shall be printed on the seat (in English and Spanish)
- 3.27.12** **Four (4) seat belt extensions shall be provided for each vehicle.** All seat belt assemblies shall meet the Current Edition of the Federal Motor Vehicle Safety Standards. The Division of Public Transit shall approve the seat belt extender.
- 3.27.13** A Freedman Seating 3 Step Forward Facing Fold Down Single or Double Seat, or equal (equal being a forward-facing seat that folds down and flips up to one side so to be able to secure a wheelchair to the securement system installed in the floor), as needed for proposed floor plans shall be used in every wheelchair position for use by non-disabled persons when the securement system is not needed. When folded up, the seat shall not interfere with the use of the wheelchair positions by passengers in wheelchairs. An under-seat retractable seat belt shall be provided for each seated position.
- 3.27.14** Each Fold Down Single or Double Seat, shall have the Tie-Down Storage System (TDSS) install under each seat for storage of wheelchair securement equipment when seat is folded down and wheelchair space isn’t utilized.
- 3.27.14** The center or side aisle shall be a minimum width of sixteen (16) inches and shall extend the length of the vehicle such that there is a clear path to all doors and dual purpose safety vent.
- 3.27.15** All materials used in the seat assembly shall meet the flammability requirements of the Current Edition of the Federal Motor Vehicle Safety Standards. The following link defines the FMVSS flammability requirements.
- [FMVSS Flammability Requirements](#)
- 3.27.16** Driver's seat shall be an OEM or Body Chassis Manufacturer power deluxe high back bucket type, OEM available color, 10-way power adjustable seat with standard seat belt and air bags.
- 3.27.17** A fold up armrest will be provided on the right side of the driver’s seat.
- 3.27.18** Front passenger seat shall be removed and a locking storage box large enough to hold the first aid kit, blood born kit, wool and mylar blankets and jumper cables securely fastened as not to move around nor obstruct the driver in any way.
- 3.27.19** Seat color shall be approved by procuring agency to provide a harmonious interior with suitable contrast to the floor covering.

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3.27.20 Seats and seating shall comply with the following FMVSS Standards:

Standard Number 207 Seating Systems

Standard Number 208 Crash Protection

Standard Number 209 Seat Belt Assemblies

Standard Number 210 Seat Belt Anchors

3.28 MISCELLANEOUS ADDITIONS

3.28.1 Each vehicle shall be equipped with rear window defroster.

3.28.2 Each vehicle shall have installed power windows and locks on all doors.

3.28.3 Each vehicle shall be equipped with driver air bags.

3.28.4 Each vehicle shall be equipped with a sun visor for driver and front passenger that is able to pivot to cover their doors.

3.28.5 Each vehicle, in all classes, shall have installed Angel-Trax Vulcan Series V12 HD IP Mobile DVR Security Camera System with 6 cameras or equal. Equal having One TB SATA hard drive with back up recording on SD Card, six audio/video channels .

System is to be installed in a secure locked box with two (2) keys in an easy accessible location

3.29 EMERGENCY/SAFETY EQUIPMENT

3.29.1 First Aid Kit - First-Aid Kit shall comply with United States Department of Labor, Occupational Safety & Health Administration's minimal acceptable number and type of first-aid kits required under paragraph (d)(2) of the logging standards. (See link below) First-aid kits shall be stored in storage compartment or mounted so as to provide for access in the event of an accident, away from foot traffic.

Minimal Numbers and type of First Aid Supplies

3.29.2 Kit shall be housed in a polypropylene or metal box which contains at least the following items:

3.29.2.1 Instant Cold Pack (1)

3.29.2.2 Certicaine or Equal Burn Spray (1 oz.)

3.29.2.3 1" x 3" Adhesive Bandages, twenty-five (25)

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- 3.29.2.4 3/4" x 3" Adhesive Bandages, ten (10)
- 3.29.2.5 Extra Large Adhesive Bandages, ten (10)
- 3.29.2.6 3" x 3" Gauze Pads, ten (10)
- 3.29.2.7 Antiseptic Wipes, ten (10)
- 3.29.2.8 Alcohol Prep Pads, twenty (20)
- 3.29.2.9 Ammonia Inhalants, ten (10)
- 3.29.2.10 2" x 6 yds. Gauze Bandage
- 3.29.2.11 1/2" x 2.5 yds. Adhesive Tape
- 3.29.2.12 Burn Ointment (1/8 oz.), four (4)
- 3.29.2.13 Insect Sting Swabs, four (4)
- 3.29.2.14 PVP Iodine Swabs, four (4)
- 3.29.2.15 Tweezers, one (1)
- 3.29.2.16 Scissors, one (1)
- 3.29.2.17 Safety Pins, five(5)
- 3.29.3 **Fire Extinguisher**– 5 lb. dry chemical fire extinguisher with a minimum of a 20-A:180-B: C rating shall be provided in vehicle and shall be mounted in an accessible compartment with a hinged door or on a vehicular-type quick access bracket away from foot traffic.
- 3.29.4 **Reflectors** – Three (3) bi-directional emergency reflective triangles conforming to requirements of FMVSS No. 125, Section 571.125 shall be secured in the storage compartment of the vehicle.
- 3.29.5 **Jumper Cables** - Jumper cables of stranded copper, 4-6 gauge, seven (7) feet minimum length shall be secured in the storage compartment of the vehicle.
- 3.29.6 **Bloodborne Pathogen Protection Kit** - A 10 unit (minimum) kit housed in a polypropylene or metal box and containing at least the following items:
 - 3.29.6.1 Gown/Cap (1)

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- 3.29.6.2 Goggles (Eye Shield) (1)
- 3.29.6.3 Mask (1)
- 3.29.6.4 Three (3) Pairs of Gloves (Latex Gloves)
- 3.29.6.5 Scraper (1)
- 3.29.6.6 Crepe Towels two (2)
- 3.29.6.7 Antiseptic Towelettes, four (4)
- 3.29.6.8 Disinfectant Towelette, four (4)
- 3.29.6.9 Mouth to Mouth Barrier, one (1)
- 3.29.6.10 Scoop Bag, three (3)
- 3.29.6.11 Infectious Liquid Control Powder (2 oz.)
- 3.29.6.12 Red Bio-Hazard Bags with Ties, two (2)
- 3.29.7 Appropriate size Wheel Jack & Lug Wrench secured in an accessible but unobstructed location.
- 3.29.8 **Web/Seat Belt Cutter:** A 5.5" X 3" Web/Seat Belt Cutter – shall be secured in a location accessible from the driver's seat.
- 3.29.9 **Two Mylar Blankets:** Two (2) folded, sealed and stored silver 80-85" x 50- 70" Mylar disposable rescue blankets.
- 3.29.10 **Wool Blankets:** Two (2) wool blankets (62" X 80" each) shall be provided.
- 3.29.11 **Safety Vest:** A highly-visible reflective safety vest to be worn by the driver in case Of an emergency that makes the driver visible to evacuating passengers and other motorists.
- 3.30 **MIRRORS**
 - 3.30.1 **Interior:** OEM day/night rear view mirror shall be retained.
 - 3.30.2 **Interior:** One two and one half inch (2 ½") by ten inch (10") minimum rectangular Rear view mirror shall be installed that provides a complete view of the interior to the driver.

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3.30.3 Exterior: Two (2) OEM power / heated mirrors with integrated blind spot mirror.

3.31 DUAL PURPOSE SAFETY VENT

3.31.1 Each vehicle shall be equipped with a five (5) way, 23" x 23" minimum vent/escape hatch, Transpec Model 1975 or 1122, or Equal (as defined by FMVSS 217, see link below) dual purpose safety vent capable of being used as a multi-position roof ventilator and as an emergency exit.

Standard Number 217 Bus Emergency Exits

3.32 WHEELCHAIR SECUREMENT SYSTEM:

Wheelchair securement areas and systems shall fully comply with all applicable U.S. Department of Transportation's Americans with Disabilities Requirements.

Vendor is required to supply the description, warranty and literature information of this product upon delivery of each vehicle.

3.32.1 Vehicle shall be equipped with one (1) or two (2) wheelchair positions.

3.32.2 At each required wheelchair position a wheelchair securement system shall be provided to securely hold the wheelchair in the wheelchair position.

3.32.3 Provisions shall be made, in the wheelchair position area, to stow the straps and buckles off the floor when they are not in use. The stored straps shall not interfere with passenger movement or sitting space.

3.32.4 The vendor shall provide with each vehicle upon delivery a pamphlet, brochure or similar literature describing and instructing the use of the wheelchair securement system and shall demonstrate to the recipient the proper method of using the system. Demonstration of the securement system must be performed to insure correct use of the system.

3.32.5 Each wheelchair station shall have a securement system fully complying with ADA requirements and capable of securing most common wheelchairs and other mobility aid devices. Each wheelchair space shall have at least six (6") inches in between each space for easy access of driver.

3.33 WHEELCHAIR OCCUPANT RESTRAINT SYSTEM

3.33.1 A restraint system shall be provided for the occupant of the wheelchair at each wheelchair position.

3.33.2 The restraint system shall be a seat belt assembly permanently attached to the floor or

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side of the vehicle or to the wheelchair lock supports.

- 3.33.3** The restraint system shall be capable of securing a passenger in all types of wheelchairs or Scooters, while the chairs are locked in position.
- 3.33.4** The seat belt shall be at least eighty (80) inches long and shall be easily fastened and unfastened by the wheelchair occupant.
- 3.33.5** An ADA compliant, fully automatic retractable restraint system that has self-tensioning, Self-locking tie down belts that are interchangeable and that feature quick-release S- hooks, such as the Lok-It from American Seating, the Sure-Lok Titan Retraktor System, Q'Straint QRT Deluxe System, Secura or Equal, meaning the wheelchair retractors shall be fully automatic, auto locking and self-tensioning.
- 3.33.6** The retractors shall automatically remove any slack in the webbing after they are secured to the wheelchair.
- 3.33.7** The retractors shall be self-retracting; so no belts are left on the floor
- 3.33.8** The retractors shall be heavy duty with heat treated structural components and plated for superior corrosion resistance.
- 3.33.9** The retractors shall have a chrome plated metal cover for long lasting protection.
- 3.33.10** The retractors shall have BLUE webbing and the occupant restraints shall be of a contrasting color for easy identification in the field.
- 3.33.11** The retractors shall be designed to be low profile to fit under most wheelchair foot rests.
- 3.33.12** The retractors shall be equipped with anchoring points for the attachment of the occupant restraint lap belts.
- 3.33.13** The retractors shall be able to be used with a variety of shoulder/lap belt combinations.
- 3.33.14** The retractors shall have manual knobs for additional tightening if needed.
- 3.33.15** The retractor shall be able to secure a wheelchair with one hand in as little as ten (10) seconds.
- 3.33.16** The retractors shall have a warranty period of three (3) years and shall have a manufacturing label to identify the part number and date of manufacture for traceability.
- 3.33.17** The retractors, occupant restraints and anchoring equipment shall be

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installed in accordance with the manufacturer's installation instructions and recommendations.

- 3.33.18** The retractors and occupant restraints shall meet or exceed but not limited to the following specifications: 30mpg/20g Impact Test Criteria per SAE J2249; ISO 10542; Canadian Z605; National Standards for School Buses; ADA (49 CFR Part 38); FMVSS 209, 222 and 302.

FMVSS 209

FMVSS 222

FMVSS 302

- 3.33.19** Medium-Duty Series L-Track with flanges, mounting holes and clear anodized finish to be used, like FE-748-100-PD4C track with end caps, or Equal, floor anchoring product for wheelchair Tie-Downs and Occupant restraint systems.

- 3.33.20** The seams between the flooring and the track need to be treated to ensure that no moisture can get to the track to cause track deterioration.

- 3.33.21** Track and securement system need to comply with manufacturer's recommendations regarding using the same manufacturer's track and securement systems.

- 3.33.22** Vendor shall provide **four (4) each of sixteen inches (16") quick straps** for each securement location

3.34 WHEELCHAIR LIFT

The lift shall meet or exceed all the U.S. Department of Transportation's minimum and Americans with Disabilities Act requirements.

- 3.34.1** Vehicle shall be equipped with one (1) fully automatic wheelchair lift, Braun Millennium 2 Series or equal. The lift shall have been tested to a minimum static load of 2,400 lbs. The lift shall have a 1000 lbs. rated lifting capacity and shall be installed in the rear of vehicle.
- 3.34.2** The lift shall have a self-cleaning, see-through, non-skid platform which can be folded and unfolded by one person.
- 3.34.3** Lift control switch shall be completely weather proof with illuminated functions and labeled as to function. The controls shall be placed adjacent to the lift in such a position to enable the attendant or the disabled person, once the person is on the platform, to operate the lift. In the fully lowered position the platform shall measure at least thirty seven (37) inches wide and have an effective length of at

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least fifty one (51) inches. A safety barrier shall be the full length of the curb side edge of the platform and shall be a moveable hinged surface to provide a barrier to prevent the wheelchair from rolling off the lift during operation. Barrier to have a durable rubber nose guard and be powder coated yellow for safety and high visibility. A two (2) inch high barrier shall also be provided on each side of the platform to prevent wheelchairs from rolling over the edge. Two (2) automatic fold handrails shall be provided one on each side of the platform. A safety belt shall be installed on the lift to secure the occupant during the use of the lift.

- 3.34.4** Power unit shall be twelve (12) volt electro-hydraulic system. Power unit shall be readily accessible for service. A manual hand crank shall be installed for lift operation in the event of power failure.
- 3.34.5** Lift shall be capable of being used from curb level or ground. The lift should be capable of safely lifting an eight-hundred (800) pound rated lifting capacity. The lift platform should be capable of being raised or lowered with a load in no more than twelve (12) seconds. All power units, operating joints, linkage, and mounting points to the body shall be certified by the manufacturer as being adequate for the loading. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions.
- 3.34.6** All sliding surfaces and load bearing pivot points shall be free of exposed grease and constructed with ball and roller bearings. All electrical and hydraulic lines and units, all control mechanisms and cables shall be securely fastened and placed so as not to interfere with passenger ingress and egress, or with any moving parts. All moving parts shall be shielded from contact with passengers and operator.
- 3.34.7** Platform shall fold into door area for storing while not in use. Platform in stored position shall not intrude into vehicle body more than 20 inches. Lift shall be adequately restrained in stored position to prevent lift from coming adrift while vehicle is in motion. The lift in its stored position shall not rattle.
- 3.34.8** It is the vendor's responsibility to provide instructions on the use of lift to meet the specified performance standards, and on the safe operation, maintenance and service of the lift, as well as, warranty information. An instructional video explaining the lift operations and lift maintenance shall be provided with each vehicle.
- 3.34.9** Lift controls shall be interlocked with the vehicle brakes and transmission and door, or other approved means, to ensure that the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlock mechanism(s) are engaged. The lift must not be able to be deployed without engaging the interlock system and the interlock must prevent the vehicle from being moved until the lift is stowed. Any interlock which can be disengaged prior to lift stowage

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will cause the vehicle not to be accepted. Intelligent Lift Interlock System Model # ILIS501 or equal.

3.34.10 Two (2) wheelchair lift lights shall be located on the wheelchair lift arms to illuminate the wheelchair lift platform below.

3.34.11 An interlocking system with fast idle, such as Intermotive Gateway, ILIS, or equal, shall be provided which renders the lift inoperative unless the transmission shift lever is in the “park” position and the emergency brake is applied.

3.35 MUD FLAPS

Rubber or polyurethane mud flaps shall be provided the rear wheels.

3.36 AM/FM RADIO/CD

Vehicle shall be equipped with the OEM’s deluxe digital Am/FM/BT SYNC clock radio stereo with a 6-speaker system for the passengers. One (1) speaker shall be installed in the driver’s door or driver’s side of the dashboard.

3.37 UNSPECIFIED ACCESSORIES & FEATURES

All parts, equipment, accessories, material, design, and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to confirm to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included. Vehicles must have all equipment found on the manufacturer’s base model plus other equipment requirements, packages, items, etc. needed to meet the specifications.

3.38 STORAGE COMPARTMENT

A storage compartment capable of accommodating jumper cables, biohazard kit, first aid kit, seat belt extensions and other items shall be installed in place of the passenger seat. The compartment will be provided with a latch or other mechanism to hold it in the closed position.

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3.39 TRAINING

The Vendor shall, at its own expense conduct two (2) one day training sessions at two different locations between the hours of 8:00 a.m. to 5:00 p.m. Dates will be mutually agreed upon, with the option of additional training days, if necessary. The Division will arrange a venue and registration. The vendor will provide one or more qualified instructor(s) and materials. Instructors shall conduct schooling sessions which shall be designated to instruct the Recipient Agency's in-house driver training staff in proper and safe on-road operation of the vehicle, in operating characteristics and limitations of the vehicle, and identification and proper operation of all driver's controls. Instructors shall also conduct training sessions for maintenance instructors and qualified mechanics to give thorough and proper training in the maintenance and repair of all operating systems of the vehicle including: (1) power train, (2) electrical system, (3) heating, ventilation and air conditioning system, (4) braking and air system, and (5) wheelchair lift and securement systems. The Vendor shall also provide visual and other teaching aids for use by each Recipient Agency's own staff.

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4 REQUIREMENTS SPECIFIC TO EACH VEHICLE CLASS

4.1 Class A: Vehicles identified as Class A vehicles must meet the following mandatory requirements in addition to the requirements listed in Section 3. Also 5310 Logo and striping as outlined in Section 3.16.1

4.1.1 Measurements and Other Specifications:

GVWR	10,360 minimum
WHEELBASE	148" Minimum
REAR AXLE	Dual Rear Wheel
SEAT/WHEELCHAIR CAPACITY	Eight/Two
PASSENGER HEAT & A/C	OEM Front & Rear Dual System
ENGINE TYPE	Gasoline
ENGINE CAPACITY	3.5L EcoBoost V6
SPARE TIRE	Under Body or Loose
BATTERY	Dual
FAST IDLE	Yes

4.2 Class B: Vehicles identified as Class B vehicles must meet the following mandatory requirements in addition to the requirements listed in Section 3. Also 5310 Logo and striping as outlined in Section 3.16.1.

4.2.1 Measurements and Other Specifications:

GVWR	10,360 minimum
WHEELBASE	148" Minimum
REAR AXLE	Dual Rear Wheel
SEAT/WHEELCHAIR CAPACITY	Ten/One
PASSENGER HEAT & A/C	OEM Front & Rear Dual System
ENGINE TYPE	Gasoline
ENGINE CAPACITY	3.5L EcoBoost V6
SPARE TIRE	Under Body or Loose
BATTERY	Dual
FAST IDLE	Yes

4.3 Class C: Vehicles identified as Class C vehicles must meet the following mandatory requirements in addition to the requirements listed in Section 3. Also 5310 Logo and striping as outlined in Section 3.16.1.

4.3.1 Measurements and Other Specifications:

GVWR	10,360 minimum
WHEELBASE	148" Minimum
REAR AXLE	Dual Rear Wheel
SEAT/WHEELCHAIR CAPACITY	Thirteen Ambulatory
PASSENGER HEAT & A/C	OEM Front & Rear Dual System
ENGINE TYPE	Gasoline
ENGINE CAPACITY	3.5L EcoBoost V6
SPARE TIRE	Under Body or Loose

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BATTERY
FAST IDLE

Dual
Yes

- 4.4 Class D: Vehicles identified as Class D vehicles must meet the mandatory requirements listed in Section 3 and the mandatory requirements of Class A with the addition of the mandatory requirements of the Fixed Route Package listed below.**

FIXED ROUTE PACKAGE

This package will also contain fare box provision, destination signs, PA system, passenger signaling system, strobe light and security cameras as described below.

FARE BOX PROVISIONS

Prewiring, mounting plate and stanchion for fare box installation shall be provided. Fare box mounting arrangements shall be provided at ambulatory passenger door.

DESTINATION SIGNS

Front digital destination sign shall be provided in the upper front cap of the vehicle. A lightweight all LED sign that provides a wide viewing angle for visibility at day or night with automatic brightness adjustment. Signs must be compatible with Windows 95/98/2000/XP or NT programming platform for easy transit system use. The sign must come with all accessories in order for the transit systems to change routes daily, if needed, including an operator control unit (OCU) with PC card port for uploading data will be required for each vehicle along with a 12V DC converter. The destination sign must meet all ADA standards and must have a minimum operating life of 100,000 hours. The sign shall be fastened to the body of the vehicle on the top and bottom of each destination sign to secure and eliminate all movement. Brackets should be used in addition to normal installation procedures to secure signs at the top and bottom.

Control panel for the signs shall be located at a position convenient for driver operation and shall be approved by the Division of Public Transit.

Dimensions: front – All LED 14 x 108 small pitch sign. Side – All LED 14 x 72.
All programmable software and hardware is to be provided. Customer support shall be provided. **The Division of Public Transit shall approve size and location of windows.**

PA SYSTEM

Mobile PA with hand held mic with one external speaker and 2 internal speakers shall be provided. PA system shall be separate from the radio system

PASSENGER SIGNALING SYSTEM

A wireless stop request system - stop request and chime with touch tape at the wheelchair positions shall be provided. The wireless stop request system shall be at a height that individuals with disabilities can access the cord at seat level front to rear.

STROBE LIGHT

A protected or guarded strobe light shall be installed on the top of the vehicle to the rear.

- 4.5 Class E:** Vehicles identified as Class E vehicles must meet the mandatory requirements listed in Section 3 and the mandatory requirements of Class B with the addition of the mandatory requirements of the Fixed Route Package listed under Class D.
- 4.6 Class F:** Vehicles identified as Class F vehicles must meet the mandatory requirements listed in Section 3 and the mandatory requirements of Class C with the addition of the mandatory requirements of the Fixed Route Package listed under Class D.
- 4.7 Class G:** Vehicles identified as Class G vehicles must meet the mandatory requirements listed in Section 3, the mandatory requirements of Class A with the addition of the mandatory requirements of the Fixed Route Package as described and vehicle paint scheme as described below.

TRANSIT SYSTEM PAINT SCHEMES

For painted transit system paint schemes, surface shall be properly cleaned and primed, as appropriate, for the paint used. Touch up paint for each paint color used shall be provided. Finished surfaces shall not be damaged by controlled application of commonly used graffiti-removing chemicals. Schemes which can have at least 2-3 colors, with the possibility of up to 5 colors. Skirt painting shall be included in the price.

Paint schemes and paint colors for the transit schemes will be provided by the Division upon award.

- 4.8 Class H:** Vehicles identified as Class H vehicles must meet the mandatory requirements listed in Section 3, the mandatory requirements of Class B with the addition of the mandatory requirements of the Fixed Route Package as described and vehicle paint scheme as described under Class H.
- 4.9 Class I:** Vehicles identified as Class I vehicles must meet the mandatory requirements listed in Section 3, the mandatory requirements of Class C with the addition of the mandatory requirements of the Fixed Route Package as described and vehicle paint scheme as described under Class H.

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5 ADDITIONAL REQUIREMENTS APPLICABLE TO ALL VEHICLES

5.1 Summary of Items To Be Provided Upon Delivery

The following items shall be furnished by the successful Vendor upon delivery of the vehicle:

- a. All warranty verification vouchers, certificates or coupons.
 - b. Supply two (2) sets of the following manuals, per model year, for each transit authority that receives vehicles:
 - Two (2) complete parts books
 - Two (2) maintenance manuals
 - Including wiring schematics of auxiliary circuits and all other necessary prints for the maintenance of the vehicle and
 - One (1) OEM operations manual
- For other agencies receiving vehicles, the successful bidder shall supply one (1) copy of each mentioned per vehicle.
- c. Completely filled fuel tank or tanks.
 - d. Protection to 20° F below zero with permanent type antifreeze.
 - e. A vehicle(s) free of dealer signs and emblems.
 - f. Assurance of compliance with manufacturer's pre-delivery service.
 - g. A vehicle(s) which is clean, (If delivery of the vehicle occurs during the winter months of October through March, the vehicle shall be washed directly prior to delivery at Kanawha Valley Regional Transportation Authority to ensure that the vehicle is free of dirt and salt deposits) lubricated, serviced and ready for immediate service.
 - h. Operation, maintenance and warranty information for any add on equipment will be provided upon delivery if available to the Vendor.
 - i. Original vehicle chassis manufacturer's factory sticker itemizing equipment on the vehicle.
 - j. A certified weight slip showing front and drive axle weights for the vehicle at its curb weight as defined in Technical Specifications.
 - k. Proof of Alignment.
 - l. Vehicle shall comply with and conform to the State of West Virginia Motor Vehicle Inspection Law and shall have the current inspection sticker attached to the windshield.

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- m. Two (2) bulkhead mounted document protectors, eight and one-half inches by eleven inches (8.5" x 11") for display of route information or system announcements.

5.2 Title

Adequate documents for securing the vehicle in the name of the Division of Public Transit shall be provided to the Division of Public Transit at least 10 working days prior to the delivery of each vehicle. The Vendor warrants that the title shall pass to the Division of Public Transit free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims and demands of any character.

According to WV State Code §5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$10 per calendar day for failure to provide the titling documentation at the time of vehicle delivery. This clause shall in no way be considered exclusive and shall not limit the State or agency's right to pursue any other additional remedy to which the State or agency may have legal cause for action including further damages against the vendor.

All documentation (Certificate of Origin, Delivery/Odometer Statement, Etc.) in original form must be mailed or hand carried to:

**WV Division of Public Transit
1900 Kanawha Blvd., East
Building 5, Room 650
Charleston, WV 25305**

5.3 QUALITY ASSURANCE

5.3.1 QUALITY ASSURANCE ORGANIZATION

The Vendor shall establish and maintain an effective quality assurance organization. It shall be a specifically defined organization and should respond directly to the Vendor's management. The Vendor's complete quality assurance program for purchased components and in-plant inspection procedures shall be available for review by the Division of Public Transit prior to award.

Control

The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

Authority and Responsibility

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the vehicles.

5.3.2 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

The quality assurance organization shall include the following minimum functions.

Work Instructions

The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

Records Maintenance

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year after inspections and test are completed.

Corrective Actions

The quality assurance organization shall detect and promptly assure correction of any condition that may result in the production of defective vehicles. These conditions may occur in designs, purchases, manufacture, tests, or operations that culminate in defective supplies, facilities, technical data, or standards.

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5.3.3 STANDARDS AND FACILITIES

Configuration Control

The Vendor shall maintain drawings and other documentation that completely describe a quality vehicle that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each vehicle is manufactured in accordance with these controlled drawings and documentation.

Measuring and Testing Facilities

The Vendor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

Production Tooling as Media of Inspection

When production jigs, fixtures, tooling master patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

Equipment Use By Division of Public Transit's Inspector(s)

The Vendor's gauges and other measuring and testing devices shall be made available for use by the Division of Public Transit's inspector(s) to verify that the vehicles conform to all specification requirements. If necessary, the Vendor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

5.3.4 CONTROL OF PURCHASES

The Vendor shall maintain quality control of purchases.

Supplier Control

The Vendor shall require that each supplier maintains a quality control program for the services and supplies that it provides. The Vendor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of non-conforming materials.

Purchasing Data

The Vendor shall verify that all applicable specification requirements are properly included or referenced in purchases of articles to be used on vehicles.

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5.3.5 MANUFACTURING CONTROL

The Vendor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions, establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

Completed Items

A system for final inspection and test of completed vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each completed vehicle.

Non-conforming Materials

The quality assurance organization shall monitor the Vendor's system for controlling non-conforming materials. The system shall include procedures for identification, segregation, and disposition.

Statistical Techniques

Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

Inspection Status

A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal quality control devices.

5.3.6 INSPECTION SYSTEM

The quality assurance organization shall establish, maintain, and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, work in progress and completed articles. At a minimum, it shall include the following controls.

Inspection Stations

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural integrity; electrical; hydraulic; through floor securements; OEM defects; coverage of the undercoating; and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practicable, underbody structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation

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installation, engine installation completion, underbody dress-up and completion, vehicle prior to final paint touch up, vehicle prior to road test, and vehicle final road test completion.

The manufacturer shall provide on its premises a suitable hoist for a complete inspection of the underside of the vehicle. **A pit is not acceptable.**

Inspection Personnel

Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design.

Inspection Records

Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes for other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

Discrepancies noted by the Vendor or Division of Public Transit's inspector during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, or vehicle from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the non-conforming materials, the Division of Public Transit shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

Quality Assurance Audits

The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Division of Public Transit.

Division of Public Transit's Inspector(s)

The Division of Public Transit may be represented at the Vendor's plant by their inspectors, they shall monitor, in the Vendor's plant, the manufacture of vehicles built under this procurement. The Division of Public Transit's inspectors shall be authorized to release the vehicles for delivery. Upon request to the quality assurance supervisor, inspectors shall have access to the Vendor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects. The presence of these inspectors in the plant shall not relieve the Vendor of its responsibility to meet all of the requirements of this procurement.

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The Division of Public Transit's inspectors shall not have the authority to stop the Vendor's production line until any apparent problem area of major significance that arises to warrant such actions is fully discussed with the Vendor's top management.

5.4 SERVICE AND PARTS

The Vendor shall state on **Bid Form #1** the representative(s) responsible for assisting the Recipient Agencies, as well as, the location of the nearest distribution center(s) which shall furnish a complete supply of parts and components for the repairs and maintenance of the vehicles to be supplied.

5.5 Materials and Workmanship

- a. Vendor shall incorporate in the proposed vehicle(s) the latest technological achievements consistent to achieving maximum service life and superior attractiveness of appearance.
- b. Vehicle(s) shall be delivered in new, first-class condition, complete and ready for operation on the street and the Vendor shall assume all responsibility and liability incident to said delivery.
- c. All materials used in the construction of vehicle(s) and in all its parts and accessories shall conform to A.S.T.M., S.A.E., or similar associations published standards, and be of top quality.
- d. The vehicle(s) shall be built with suitable and easily accessible compartments provided for all apparatus, sound deadening insulation, wherever needed, and all operating devices so mounted as to reduce and keep all noise and vibration to an absolute minimum.
- e. Vendor shall assume responsibility for all material and accessories used in vehicle(s) and their proper installation and their warranty, whether the same is manufactured by the Vendor or purchased ready-made from a source outside the Vendor's company.

5.6 Spare Parts – The Vendor shall guarantee the availability of replacement parts for these vehicles for at least a seven (7) year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provision of this contract.

5.7 Engineers – The Vendor shall, at its own expense, have a competent engineering representative(s) available on request to assist the Recipient Agencies staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period.

5.8 Documents – The Vendor shall keep maintenance manuals available for a period of ten (10) years after the date of acceptance of the vehicles procured under this contract. The Vendor shall also keep parts books up-to-date for a period of ten (10) years. The supplied maintenance and operators' manuals shall incorporate all equipment ordered on the vehicles covered by this procurement.

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5.9 WARRANTIES

The Vendor has an obligation to ensure that the entire vehicle is covered by a warranty. The Vendor shall make every effort to assure that all obligations defined under all warranties applicable to the vehicle or any subpart of the vehicle are unfilled.

WARRANTY REQUIREMENTS

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Vendor. Consistent with this requirement the Vendor warrants and guarantees to the Division of Public Transit each complete vehicle, and specific subsystems and components as follows:

5.9.1 Complete Vehicle

The vehicle is warranted and guaranteed to be free from defects and related defects for three (3) years or 36,000 miles, whichever comes first, beginning on the first day after the date of final acceptance of each vehicle. During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the Recipient Agencies locales.

5.9.2 Warranty of Basic Vehicle Structure

The Vendor shall warranty the frame and suspension members for three (3) years or 36,000 miles, whichever comes first. This warranty shall not cover air bags, leveling valves, springs or other normal wearing parts. The Vendor is not liable for warranty if the Recipient Agencies voids the warranty as outlined in this Section. If the frame or suspension fails or shows indication of imminent failure, the Recipient Agencies will immediately notify the Vendor of said defect. Within ten (10) calendar days the Vendor will inform the Recipient Agencies on how the Vendor will repair the vehicle. Repair of frame and suspension failures will be the responsibility of the Vendor. Within fifteen (15) calendar days from notification of the defect the Vendor shall begin the repair of the frame and suspension defects. If the vehicle with the reported frame and suspension defect is out of revenue service for more than twenty (20) calendar days because of the reported defect, the Vendor will have to either provide a substitute vehicle of equal seating capacity with wheelchair lift (if applicable) of the same age or newer than the vehicle with the defect or directly reimburse the Recipient Agencies the cost of leasing a substitute vehicle. The maximum daily reimbursement will be \$300. The Vendor will have to continue to provide a substitute vehicle or reimburse the Recipient Agencies until the defect is completely repaired.

5.9.3 Warranty Locations

A description of how and by whom warranty service is to be provided in four (4) areas of West Virginia is to be included in the bid proposal. The information should cover both mechanical and body work. All bidders shall provide vendors who will do the warranty of both chassis and body, including vehicle body, air conditioning and wheelchair lifts. The four warranty service areas of West Virginia include: The Northern Panhandle, Eastern Panhandle, Central West Virginia and Southern West Virginia.

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5.9.4 Subsystems and Components

The subsystems and components are warranted and guaranteed to be free from defects and related defects as follows:

ENGINE: Three (3) years or 36,000 miles, whichever comes first.

TRANSMISSION: Three (3) years or 36,000 miles, whichever comes first.

DRIVE AXLE: Three (3) years or 36,000 miles, whichever comes first.

BRAKE SYSTEM: Excluding friction material,
Three (3) years or 36,000 miles
whichever comes first.

BASIC BODY Three (3) years or 36,000
STRUCTURE miles, whichever comes first.
INTEGRITY:

AIR CONDITIONING Three (3) years or 36,000 miles
SYSTEM:

WHEELCHAIR Two (2) years
LIFT SYSTEM:

ALL ADD ON COMPONENTS: Two (2) years, unlimited miles

5.9.5 VOIDING OF WARRANTY

The warranty shall not apply to any part or component of the vehicle that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the Vendor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the Recipient Agencies fails to conduct normal inspections and scheduled preventative maintenance procedures as recommended in the Vendor's maintenance manuals.

5.9.6 EXCEPTIONS TO WARRANTY

The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the Recipient Agencies such as radios, fare boxes and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Vendor is responsible.

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5.9.7 DETECTION OF DEFECTS

If the Recipient Agency detects a defect within the warranty periods defined in Section 5.10.1 of this Part, it shall promptly notify the Vendor's representative five (5) working days after receipt of notification, the Vendor's representative shall either agree that the defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the Vendor's representative or is removed and examined at the Recipient Agencies property or at the Vendor's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between the Recipient Agency and the Vendor. Work necessary to effect the repairs defined in Section 5.10 of this Part shall commence within ten (10) working days after receipt of notification by the Vendor.

5.9.8 SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, the Recipient Agencies and the Vendor's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the Recipient Agencies reserves the right to commence the repairs in accordance with Section 5.10.

5.9.9 FLEET DEFECTS

A fleet defect shall be defined as the failure of any identical items covered by the warranty and the specifications herein, and occurring in a twenty percent (20%) portion of the vehicles purchased under this contract.

The Vendor shall correct a fleet defect under the warranty provision. After correcting defect, the Vendor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the vehicles purchased under this contract. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the date of the repair/replacement for the corrected item.

5.10 REPAIR PROCEDURES

5.10.1 Repair Performance

At its option, the Division of Public Transit, or its designated representative, may require the Vendor, or its designated representative, to perform warranty covered repairs that are clearly beyond the scope of Recipient Agencies capabilities. All warranty work done by Recipient Agencies personnel will be reimbursed by the Vendor.

5.10.2 Repairs by Vendor

If the Recipient Agencies requires the Vendor to perform warranty covered repairs, the Vendor's representative must begin the work necessary to make repairs, within ten (10) working days after receiving notification of a defect from the Recipient Agencies. The

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Recipient Agencies shall make the vehicle available to complete repairs timely with the Vendor's repair schedule.

The Vendor will provide, at its own expense, all spare parts, tools and space required to complete repairs. At the Recipient Agencies option, the Vendor may be required to complete repairs. At the Recipient Agencies option, the Vendor may be required to remove the vehicle from Recipient Agency's property while repairs are being effected. If the vehicle is removed from Recipient Agency's property, repair procedures must be diligently pursued by the Vendor's representative.

5.10.3 Repairs by Recipient Agencies

a. **Parts Used**

If the Recipient Agency performs the warranty covered repairs, it shall correct or repair the defect and any related defects using Vendor specified spare parts available from its own stock or those supplied by the Vendor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by the Recipient Agency to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these reports.

b. **Vendor Supplied Parts**

The Recipient Agency may request that the Vendor supply new parts for warranty covered repairs being performed by the Recipient Agency. These parts shall be shipped prepaid to the Recipient Agency from any source selected by the Vendor within 10 (ten) working days of receipt of the request for said parts.

c. **Defective Components Return**

The Vendor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor. Materials should be returned in accordance with Vendor's instructions.

d. **Reimbursement for Labor**

The Recipient Agencies shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the current per hour, straight wage rate, plus 53 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area.

These wage and fringe benefit rates shall not exceed the rates in effect in the Recipient Agencies service garage at the time the defect correction is made.

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e. **Reimbursement for Parts**

The Recipient Agencies shall be reimbursed by the Vendor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 10 percent handling costs.

5.10.4 WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit, or subsystem is rebuilt or replaced by the Vendor or by the Recipient Agencies personnel, with the concurrence of the Vendor, the subsystem shall have the unexpired warranty period of the original subsystem.

6 CONTRACT AWARD

6.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

6.2 The Federal Transit Administration's "Third Party Contracting Circular" (4220.1F), requires grantees (the DPT) to conduct procurements in a manner that prohibits the use of statutorily or administratively imposed In-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

Therefore, the In-State vendor preference per West Virginia Code 5A-3-37 shall not apply to this procurement since it is partially or entirely funded with Federal Transit Administration funds.

7. PRICING PAGE

7.1 Pricing Pages: Vendor should complete Exhibit A Pricing Page by listing the unit price for each vehicle class, multiplying the unit price by the estimated quantity to arrive at an extended price, and then adding the extended prices for each Class to arrive at a total. All prices quoted are to be in whole dollars and include delivery charges.

7.2 Exhibit A Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

7.3 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Melissa.K.Pettrey@wv.gov

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7.4 Additional agencies, as noted, could purchase from any awarded contract resulting from this bid. Specified deliverables would be as originally advertised, competed, evaluated, and awarded.

8. BID REQUIREMENTS

8.1 All bids must remain in effect for the life of the contract except if vehicle chassis manufacturer issues a model year chassis price increase. A request for a model year chassis price increase is the only price increase that will be considered.

To request a new model year chassis price increase, the request shall be submitted to the Division of Public Transit. Documentation from the actual chassis manufacturer of the chassis price increase is required to be included in the request or the price increase will not be considered.

8.2 All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Acceptable delivery method include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

**West Virginia Purchasing Division
2019 Washington Street East
Capitol Complex Building 15
Charleston, WV 25305
General Fax: 304-558-6026**

9. VENDOR QUALIFICATIONS

The Vendor must be a person, firm or corporation that:

- a. Has in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under the contract.
- b. Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.
- c. Has similar vehicles in operation in comparable service for a minimum of one (1) year. The Vendor may be required to furnish a customer list indicating the number of units and dates in service during or equal period of during the bid evaluation period in addition to the requirements under Section 10.2 of these specifications.
- d. In lieu of this requirement, certified results of a shaker test may be requested by the Division of Public Transit during the or equal period to prove the proposed vehicles to be capable of operating the service contemplated for these vehicles.
- e. Has the necessary facilities and financial resources to complete the contract in a satisfactory manner within a required time. The Division of Public Transit shall have the right to conduct a pre-award survey of each Vendor.

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- f. Has complete and accurate maintenance, parts and operators manuals.

10. MISCELLANEOUS ITEMS TO BE SUPPLIED WITH BID

10.1 Federal Transit Administration (FTA) Terms and Conditions and Certifications:

Current FTA Terms and Conditions are included in this bid and must be met. Certifications for Vehicle Purchases, including Vehicle Pollution Requirements, Federal Motor Vehicle Safety Standards, Debarred Bidders, Disadvantaged Business Enterprise Manufacturers, Buy America Rolling Stock, Restrictions on Lobbying are provided on Bid Form Pages #1 - #10. **All bid forms provided should be properly completed and furnished by the Vendor as part of the bid and must be completed before award can be made.**

10.2 Pre-Award Review – The Vendor shall submit the following items and any further items if requested.

- A. Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and/or number. Equipment to be described shall include the wheelchair lift, air conditioner, flip-up seat, and wheelchair securement system, if these items are specified herein.
- B. Proposed interior floor plans, showing detailed dimensions including the location of the wheelchair securement system and stanchions if specified.
- C. Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.
- D. Samples or paint charts of available exterior paint colors and vinyl.
- E. Description of the warranties the Vendor proposes to furnish for the vehicle and for required ancillary equipment, including a listing of sites where warranty work will be performed.
- F. The location of the nearest depot which will furnish a complete supply of parts and components for the repair and maintenance of the vehicle to be supplied.
- G. Description of the undercoating/rustproofing system, including warranty to be provided.
- H. Identification of the specific location of the place of assembly in the case of a bus or the place of a conversion in the case of a converted van. If the location changes, the Vendor must notify the Division of Public Transit, in which case the Division of Public Transit reserves the right to perform an inspection similar to the pre-award inspection identified. If the results of the inspection are unsatisfactory, the Division of Public Transit may begin the contract termination process through the WV State Purchasing Division.
- I. A list of five (5) users names, addresses, and telephone numbers who have been provided similar equipment by the Vendor. If the Vendor has not provided similar equipment, the

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Division of Public Transit reserves the right to determine the acceptability of the equipment proposed by the Vendor.

10.3 Disadvantaged Business Enterprise (DBE)

- A. All U.S. Department of Transportation, Federal Transit Administration (FTA) assisted contracts between FTA, the Division of Public Transit, and any Vendor shall include the following language:
- 1) **Policy** – It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 that DBEs shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the agreement.
 - 2) **DBE Obligation** – The recipient or its Vendor agrees to ensure that DBEs as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the agreement. In this regard, all recipients or Vendors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their Vendors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation-assisted contracts.
 - 3) The manufacturer of transit vehicles shall certify that it has complied with the requirements of 49 CFR Part 26 (March 4, 1999), Section 26.49, “Transit Vehicle Manufacturers”. This certification shall be submitted with responses to this solicitation on **Bid Form #3**.
 - 4) The Vendor shall make good faith efforts to replace a DBE subcontractor that is unable to perform, with another DBE subcontractor.
 - 5) Where the Vendor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, the Division of Public Transit may declare the Vendor noncompliant and in breach of contract.
 - 6) The Vendor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the Division of Public Transit DBE Program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the Division of Public Transit and will be submitted to the Division of Public Transit upon request.
 - 7) The awarded Vendor agrees to include the following assurance in every subcontract it signs relevant to this contract: The Vendor and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted sub-agreement, third party contract, and third party subcontract, as applicable, and

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the administration of its DBE program or the requirements of 49 CFR Part 26.

The Vendor and each third party subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted sub-agreements, third party contracts and third party subcontracts, as applicable.

Failure by the Vendor and any of its third party contracts or third party subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this contract, and

The following remedies, or such other remedy as the Division of Public Transit deems appropriate, include, but are not limited to, withholding payments; assessing sanctions; liquidated damages; and/or disqualifying the Vendor from future bidding as non-responsible.

10.4 Prohibited Interest – No employee, officer, board member, agent or their family members of the Division of Public Transit may participate in the selection, award or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Vendor selected for the contract.

10.5 Civil Rights Requirements – In connection with the execution of this contract, the following requirements will apply:

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, As amended, 42 U.S.C. § 2000d, *et seq.*, Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, *et seq.*, Americans With Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et seq.*, and Federal transit law at 49 U.S.C. § 5332, as amended, the Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age or disability. In addition, the Vendor agrees to comply with any other applicable Federal statutes that may be signed into law or regulations that may be promulgated.
- B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
 - 1) Race, Color, Religion, National Origin, Sex, Disability, Age, Sexual Orientation, Gender Identity or Status as a Parent. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (US DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order Number 11246, “Equal Employment Opportunity”, as amended by Executive Order Number 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal

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statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, national origin, sex, disability, age, sexual orientation, gender identity or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

- C. The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

10.6 Buy America Certification – Vendor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include, microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

- A. A bidder must submit to the Division the appropriate Buy America certification on **Bid Form #4** with all bids on FTA-funded contracts, except those subject to a general waiver. **Per FTA requirements, bids that are not accompanied by a completed Buy America certification must be rejected as non-responsive.** This requirement does not apply to lower tier subcontractors.
- B. **Should the Vendor be declared responsive and low bid, pursuant to Pre-Award and Post Delivery Audit Requirements, the Division will require the Vendor to submit documentation (prior to any award) that lists:**
- 1) Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
 - 3) The Vendor shall submit one manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification sticker providing information that the vehicle quoted complies with relevant FMVSS, or Manufacturer's certified statement that the contracted vehicles will not be subject to FMVSS regulations.

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- 4) Vendor shall submit evidence that it will be capable of meeting the bid specifications.
- C. As required by the Post Delivery Audit Requirement, any successful vendor will be required to furnish the following prior to any completed vehicle being placed into service or before any payment can be made:
- 1) Actual component and sub-component parts of the rolling stock provided, identified by manufacturer of the parts, their country of origin and costs; and
 - 2) Actual location of the final assembly point for the rolling stock provided, including a description of the activities that took place at the final assembly point and the actual cost of final assembly.
- 10.7 Federal Regulation Changes** – Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (FTA MA(22) dated October 1, 2015) <http://www.fta.dot.gov> between the WV Department of Transportation, Division of Public Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Vendor's failure to so comply shall constitute a material breach of this contract.
- 10.8 Debarment and Suspension** – This contract will comply with the requirements of 2 CFR Part 180, subpart C as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200. Vendor is required to submit **Bid Forms #6 & #7** with bid.
- The Division will not enter into any arrangement to participate in the development or implementation of a contract with any Vendor that is debarred or suspended except as authorized by Executive Orders No. 12549, "Uniform Suspension, Debarment or Exclusion of Participant from Procurement or Non-procurement Activity," October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989, 31 U.S.C. § 6101 note, and other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Vendors.
- The Division will review the U.S. GSA "System for Award Management – Lists of parties Excluded from Federal Procurement and Non-procurement Program," <https://www.sam.gov>,
- As required by U.S. DOT regulations, 2 CFR Part 1200. If the Vendor's name is on the list, the Division cannot enter into a contract with a Vendor on the debarred list.
- Should an approved Vendor have subcontracts, it is required to include similar provisions in each subcontract and review the SAM at <https://www.sam.gov>, to determine that the subcontractor is not on the debarred or suspended list.
- 10.9 Restrictions on Lobbying** – Every Vendor who applies or bids for an award of \$100,000 or more shall file the certification of **Bid Form #9** required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

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organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of the registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the Division.

- 10.10 Environmental Regulations** – The Vendor agrees it will not use any violating facilities, will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities,” will report violations of use of prohibited facilities to the Division who will in turn report each violation to FTA and the appropriate EPA Regional Office and will comply with the inspection and other requirements issued pursuant to the Environmental Protection Agency (EPA regulations (40 CFR, Part 15), which prohibits the use under nonexempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

- 10.11 Clean Air** – The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7606 and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. The Vendor agrees to report each violation to the Division and understands and agrees that the Division will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance by FTA.

- 10.12 Clean Water** – The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other provisions of the Clean Water Act, as amended, U.S.C. 33 §§ 1251 – 1377. The Vendor agrees to report each violation to the Division and understands and agrees that the Division will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 10.13 Energy Conservation Requirements** – The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

- 10.14 Contract Work Hours and Safety Standards Act** – The Vendor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701 *et seq.*, esp. § 3702) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR § 1926) as they involve the employment of mechanics and laborers.

- A. Overtime Requirements – No Vendor or subcontractor for any part of the contract work which may require or involve the employment of laborers or

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mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweeks.

- B. Violation; Liability for Unpaid Wages; Liquidated Damages – In the event of any violation of the clause set forth in paragraph A of this section, the Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.
- C. Withholding for Unpaid Wages and Liquidated Damages – The Division shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.
- D. Subcontracts – The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR .5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records which show that the commitment to provide such benefits is

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enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of the training programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- 10.15 Hold Harmless** – The Vendor agrees to protect, defend, indemnify and hold the State of West Virginia, the Division, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

10.16 Program Fraud and False or Fraudulent Statements and Related Acts

The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended 31 U.S.C. §§ 3801 *et seq.* and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

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The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

10.17 Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any DPT requests which would cause DPT to be in violation of the FTA terms and conditions.

10.18 Access to Records

The Vendor agrees to permit DPT, the Secretary of the US DOT and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls and other data and records with regard to the Contract. The Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

10.19 Accessibility

Vendor agrees that any vehicles provided shall be in accordance with the 42 U.S.C. Sections 12101 *et seq.*, and US DOT regulations, "Transportation Services for Individuals with Disabilities Act (ADA)," 49 CFR Part 37; and Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

10.20 Air Pollution and Fuel Economy

Vendor is to ensure compliance with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Emissions from New and In-Use Vehicles," 40 CFR Part 86; and EPA regulations, "Fuel Economy and Greenhouse Gas Exhaust Emissions of Motor Vehicles" 40 CFR Part 600.

10.21 Bid Protest Procedures

- A. Vendors have the option of protesting certain decisions made by the Purchasing Division.
Please refer to the following link for Vendor Protest Procedures under Section 6.8.

<http://www.state.wv.us/admin/purchase/vrc/vpg/VendorProcurementGuide.pdf>

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10.22 Appeals to the Federal Transit Administration (FTA)

Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

- 1) Requirements for the Protester – The protester must:
 - a) Qualify as an “Interested Party” – Only an “interested party” qualifies for FTA review of its appeal. An “interested party” is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.
 - i) Subcontractors – A subcontractor does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
 - ii) Consortia//Joint Ventures/Partnerships/Teams – An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an “interested party” because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
 - iii) Associations or Organizations – An association or organization that does not perform contracts does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
 - b) Exhaust Administrative Remedies – The protester must exhaust its administrative remedies by pursuing the WV Purchasing Division protest procedures to completion before appealing their decision to FTA.
 - c) Appeal Within Five (5) Days – The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA, 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the WV Purchasing Division's final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the DPT's failure to have or failure to comply with the WV Purchasing Division's protest procedures or failure to review the protest.
- 2) Extent of FTA Review – FTA limits its reviews of protests to:

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- a) Failure of DPT to have or adhere to WV Purchasing Division written bid protest procedures, or failure of DPT to review a complaint or protest.
- b) Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.
- c) Alleged violations of a specific Federal Law or regulation that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal Law or regulation. See, e.g., Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 26.89.

FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

- 3) FTA Determinations to Decline Protest Reviews – FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with WV Purchasing Division's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

11. ORDERING AND PAYMENT TO VENDOR

11.1 ORDERING:

11.1 Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication.

11.2 **Payment** When submitting invoices for payment to the Division of Public Transit, the Vendor shall be required to provide an original typed invoice. The following items shall appear on the invoice:

- 1) Vendor's Federal Employee Identification Number (FEIN)
- 2) Order number
- 3) Invoice should reflect the base vehicle cost and any applicable options with unit cost. **NOTE: Two invoices shall be submitted for each vehicle , one for 90% and one for 10%.**
- 4) Submit all invoices to:
**Division of Public Transit
Building 5, Room 650
1900 Kanawha Blvd., East
Charleston, West Virginia 25305**

11.2.1 Payment of 90% of the total cost shall be paid upon conditional acceptance of the vehicle(s).

11.2.2 Conditional acceptance of the vehicle(s) by the Division of Public Transit shall be made upon completion of inspection by the Division of Public Transit under Section 17 of this RFQ.

11.2.3 Under the conditional acceptance of the vehicle(s) provided, the Division of Public Transit shall retain 10% of the total cost per vehicle until all vehicles provided have been in actual service for thirty (30) days.

11.2.4 In the event any vehicle is found to be unacceptable during the thirty (30) day period of conditional acceptance, the Division of Public Transit shall furnish to the Vendor, in writing, a letter of non- acceptance detailing any and all deficiencies.

11.2.5 Final acceptance on each vehicle shall be made by the Division of Public Transit in writing upon completion of the period of conditional acceptance and/or after any and all deficiencies have been corrected.

11.2.6 Final acceptance shall be made on each individual vehicle provided. (Some vehicles may be accepted, while acceptance of others remains pending.)

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- 11.2.7** Final acceptance of each vehicle shall be provided in writing by the Director of the Division of Public Transit or his/her authorized representative.
- 11.2.8** All warranties as described in this contract shall begin with the first day after the date of final acceptance of each vehicle. **Vendor shall furnish Notification of Delayed Delivery Date of In-Transit Mileage Accumulation Forms for completion by the Division of Public Transit upon acceptance of the vehicle.**
- 11.2.9** Prompt Payment – The prime Vendor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime Vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each sub-contractor within fifteen (15) days after the sub-contractor's work is satisfactorily completed. Any delay of postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Division of Public Transit. This clause applies to both DBE and non-DBE sub-contractors.

12. DELIVERY AND RETURN:

- 12.1 Delivery Time and Location:** Vendors shall specify approximate delivery dates when submitting bids. Delivery of the vehicle shall be completed within 150 days after receipt of executed contract documents. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 12.2 Late Delivery:** The Division must be notified in writing if delivery is delayed for any reason. The request for extension must be received by the Division of Public Transit no less than ten (10) days prior to the originally planned vehicle delivery date and must include detailed justification for the length of the time extension. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 12.3** Delivery shall be FOB destination to:

Kanawha Valley Regional Transit Authority (KRT)
1550 4th Avenue,
Charleston, WV 25324

Vendor must contact KRT 24 hours before delivery at 304-343-7594. Delivery will be accepted Monday through Friday, between 9 a.m. and 2 p.m. exclusive of State holidays. Any delay in delivery resulting from the common carriers operations, accidents, or mechanical failures in route shall be construed as a cause beyond the Vendor's control. However, the Vendor shall have the responsibility of releasing the vehicle to the common carrier in time to reach the delivery site under normal delivery conditions.

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

12.4 In case the delivery of the complete vehicle shall be necessarily delayed because of strike, Injunction, civil disturbance, government controls, or by reason of any cause or circumstances beyond the control of the Vendor, as detailed in writing by the Vendor, the term of completion of delivery shall be extended by a number of days to be determined in each instance by mutual agreement of the Division of Public Transit and Vendor.

12.5 If the vehicle is delivered over-the-road, a written report shall be submitted by the driver to the Division of Public Transit listing all incidents and unusual vehicle performance during the trip.

Should any service or repair be required during delivery, a comprehensive report shall be submitted to the Executive Director of the Division of Public Transit describing the nature of the service or repair and the cause.

12.6 Prior to acceptance, the Vendor shall have total risk of loss of the vehicle, including any damage sustained during the Vendor's driveway operation. Drivers shall keep a maintenance log enroute and it shall be delivered to the Division of Public Transit with the vehicle.

13. ACCEPTANCE TESTS

13.1 Responsibility

Fully-documented tests shall be conducted on each production vehicle following manufacture to determine its acceptance to the Division of Public Transit. These acceptance tests shall include pre-delivery inspections and testing by the Division of Public Transit after the vehicles have been delivered.

13.2 Pre-Delivery Tests

The Vendor shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the Division of Public Transit. These pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle operation. The tests shall be documented. Additional tests may be conducted at the Vendor's discretion to ensure that the completed vehicles have attained the desired quality and have met the requirements of Section 3: Specifications. This additional testing shall be recorded on appropriate test forms provided by the Vendor.

The pre-delivery tests will be scheduled and conducted with sufficient notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, will be filed with the assembly inspection records for each vehicle. The under-floor equipment will be made available for inspection by the resident inspectors, using a hoist. A scaffold, or elevated platform will be provided by the Vendors to easily and safely inspect vehicle roofs. Delivery of each vehicle will require written authorization of a resident inspector. Authorization forms for the release of each vehicle for delivery

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

will be provided by the Vendor. An executed copy of the authorization will accompany the delivery of each vehicle.

13.3 Inspection - Visual and Measured

Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in a static condition do function as designed.

14 Total Vehicle Operation

Total vehicle operations shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystem that can be operated only while the vehicle is in motion.

Each vehicle shall be driven for a minimum of 15 miles during the road tests. Observed defects shall be recorded on the test forms. The vehicle shall be retested when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these vehicle operation tests.

15 Final Pre-Delivery Inspection: Prior to delivery, all vehicles must be thoroughly inspected and serviced in compliance with the manufacturer's prescribed procedures which includes but is not limited to:

- a. Complete vehicle lubrication;
- b. Confirm oil level, fill crank case as needed, top off all fluids;
- c. Adjust engine to proper operating condition;
- d. Verify tire pressure and correct as necessary;
- e. Check front end alignment or four wheel alignment, perform alignment, and balance all tires;
- f. Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags, etc.
- g. Upon delivery, the vehicles fuel tanks shall be full of fuel;
- h. Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered.
- i. No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected;

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

- j. Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.

16 Post-Delivery Tests

The Division of Public Transit shall within fifteen (15) calendar days of **notice from Vendor that vehicle is ready to be inspected for conditional acceptance**, proceed with its inspection of vehicle for conditional acceptance. The Division of Public Transit will conduct acceptance tests on each delivered vehicle. The purpose of these tests is to identify defects that have become apparent between the time of vehicle release and delivery to the Division of Public Transit. The post-delivery tests shall include visual inspection and vehicle operations. The road tests for total vehicle operation are similar to those conducted at the Vendor's plant. Operational deficiencies of each vehicle shall be identified and recorded.

Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The Division of Public Transit shall record details of all defects and shall notify the Vendor of non-acceptance of each vehicle within 5 days after completion of the tests.

- 17 **Conditional Acceptance of Vehicle's** The vehicle shall undergo the Division of Public Transit's acceptance test. If the vehicle passes these tests, conditional acceptance of the vehicle by the Division of Public Transit occurs on the fifteenth day after delivery. Acceptance may occur earlier if the Division of Public Transit notifies the Vendor of early acceptance. If the vehicle fails these tests, it shall not be accepted until the repairs have been made.

17.1 Repairs After Non-Acceptance

The Division of Public Transit may require the Vendor, or its designated representative, to perform the repairs after non-acceptance or the work may be done by the Transit Authority or Recipient Agency's personnel with reimbursement by the Vendor.

17.1.1 Repairs by Vendor

If the Transit Authority or Recipient Agency requires the Vendor to perform repairs after non-acceptance of the vehicle, Vendor's representative must begin work within five (5) working days after receiving notifications from the Division of Public Transit or Transit Authority of failure of acceptance tests. The Transit Authority or

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

Recipient Agency shall make the vehicle available to complete repairs timely with the Vendor's repair schedule.

The Vendor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At the Transit Authority or Recipient Agency's option, the Vendor may be required to remove the vehicle from their property. The repair procedure must be diligently pursued by the Vendor's representatives and the Vendor shall assume risk of loss while the vehicle is under its control.

17.1.2 Repairs by Transit Authority or Recipient Agency

- a) Parts Used. If the Transit Authority or Recipient Agency decides to perform the repairs after non-acceptance of the vehicle, it shall correct or repair the defect and any related defects using Vendor specified parts available from its own stock or those supplied by the Vendor specifically for this repair.

Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by the Transit Authority or Recipient Agency to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these reports.

- b) Vendor Supplied Parts. If the Vendor supplies parts for repairs being performed by the Transit Authority or Recipient Agency, after non-acceptance of the vehicle, these parts shall be shipped prepaid to the Transit Authority or Recipient Agency from any source selected by the Vendor within ten (10) working days after receipt of the request for said parts, provided said parts are available for shipment.
- c) Return of Defective Components. The Vendor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor.
- d) Reimbursement for Labor. The Transit Authority or Recipient Agency shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of actual "man-hours" straight wage rate plus 53 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary. These wage and fringe benefit rates shall not exceed the rates in effect at the Transit Authority or Recipients Agency's service garage at the time the defect correction is made.
- e) Reimbursement for Parts. The Transit Authority or Recipient Agency shall be reimbursed by the Vendor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and ten (10) percent handling cost.

- 17.1.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's designated location. Vendor shall include the

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

18. VENDOR DEFAULT:

18.1 The Following shall be considered a vendor default under this Contract.

18.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

18.1.2 Failure to comply with other specifications and requirements contained herein.

18.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

18.1.4 Failure to remedy deficient performance upon request.

18.2 The Following remedies shall be available to Agency upon default.

18.2.1 Immediate cancellation of the Contract.

18.2.2 Immediate cancellation of one or more release orders issued under this Contract.

18.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

19. MISCELLANEOUS:

- 19.1 No Substitutions:** Vendor shall supply only Vehicles as submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 19.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 19.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

19.4 NOTIFICATION OF FEDERAL PARTICIPATION

Federal funding for this project is being provided by the Federal Transit Administration through various CFDA grants for 80% of the project cost. CFDA grants will be specified after award.



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

State of West Virginia
Centralized Request for Quote

Proc Folder: 1084224

Doc Description: Passenger Type Dual Rear Tire Van (Non Raised Roof)

Reason for Modification:

Addendum No. 1

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-19	2022-09-01 13:30	CRFQ 0810 DMT2300000003	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 1

To provide responses to the vendor technical questions, see attached.

Bid opening remains September 1, 2022 at 1:30 pm est.

No other changes

INVOICE TOPUBLIC TRANSIT DIVISION
OF
BLDG 5 RM 6631900 KANAWHA BLVD E
CHARLESTON WV
US**SHIP TO**PUBLIC TRANSIT DIVISION
OF
KANAWHA VALLEY
REGIONAL
TRANSPORTATION
AUTHORITY1550 FOURTH AVE
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Passenger Type Dual Rear Tire Van (non-raised Roof)	0.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

25101502

Extended Description:

Passenger Type Dual Rear Tire Van (non-raised Roof)

SCHEDULE OF EVENTS**Line****Event****Event Date**

1 Vendor Technical Questions Due By 2:00 pm est.

2022-08-19

	Document Phase	Document Description	Page 3
DMT2300000003	Draft	Passenger Type Dual Rear Tire Van (Non Raised Roof)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DMT2300000003

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DMT2300000003 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ To respond to technical questions
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

1. To respond to vendor technical questions, see attached.
2. Bid opening date and time remains September 1, 2022, at 1:30 pm
3. No other changes.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ 0810 DMT 23-3

Passenger Type Dual Rear Tire Van (Non-Raised Roof)

Question: Specification 3.15.11 asks for one-piece stainless stepwell with Talon Tread-Type Step. The conversion that we offer does not have a stepwell. Please remove this specification.

Answer: The Division understand this request and will remove it.

Question: Specification 3.23.5 Will the Division accept Gerflor as equal?

Answer: The Division will accept Gerflor as equal.

Question: Specification 3.34 is asking for a Millennium 2 Series 1000 lb., 37" x 51" wheelchair lift. A millennium 2 series 37" X 51" isn't available with a 1000lb rated lift capacity. Will the Division accept a Braun Century 2, 37" x 51" with a 100 lb. rated lift. capacity, NL1000IB3751HB-2 as equal?

Answer: The Division will accept the Braun Century 2- NL1000IB3751HB-2 as equal.

Question: Specification 4.4 Class D Destination Sign. Will the Division accept Trans Sign as equal?

Answer: The Division will accept Trans Sign as equal.

Question: Specification 5.9.4, will the Division accept the warranty as 1 – year on the conversion, unlimited mileage?

Answer: The Division will accept this request.

Question: The following items on this Bid are OEM chassis options. With the global supply chain issues that Ford has been experiencing having these items as standard specifications might reduce the chances of having the vans produced by Ford. We recommend that these items be added as options for the specifications.

3.3.1 3.5 Liter Eco Boost engine. Make the 3.5L PFDi V6 as standard

3.75 Cruise control

3.13.15 Dual electric horns

3.27.16 10-way power adjustable seat

3.13.1 Make Sync 3 With AM/FM, Bluetooth, 2 USB ports, 4" Display radio as Standard

Answer: The Division understands the issue with the supply chain and these items are not an absolute necessity and take away of the functionality and usefulness of the vehicle.

Specification 3.3.1 3.5 Liter Eco Boost Engine the Division will accept 3.5L PFDi V6 as equal.

Specification 3.75 Cruise control can be omitted if it's due to supply issue as well as

Specification 3.13.15 Dual electric horns.

As for Specific ion 3.27.16 an adjustable seat would be needed for the comfort of the driver.

Specification 3.13.1 Sync 3 with AM/FM Bluetooth, 2- usb posts with 4" display is acceptable.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DMT2300000003

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

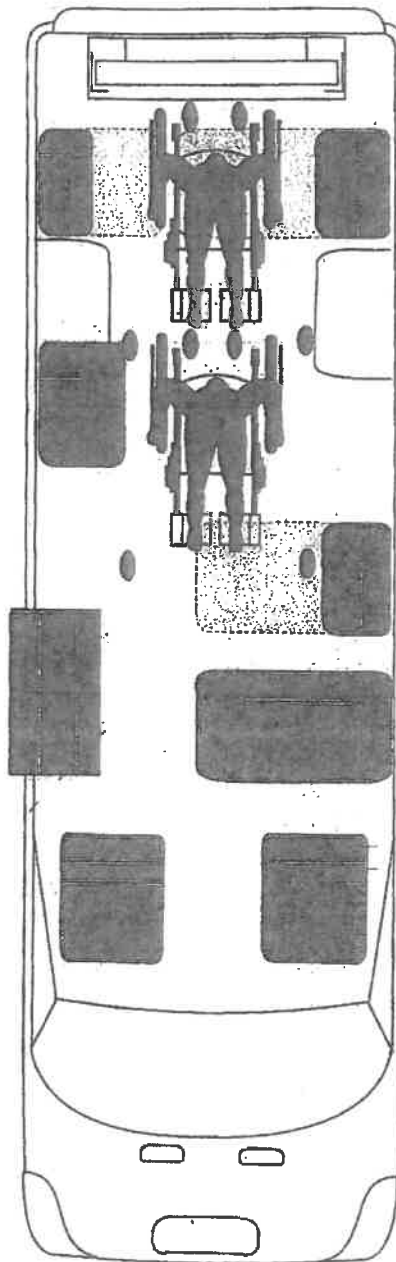
NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

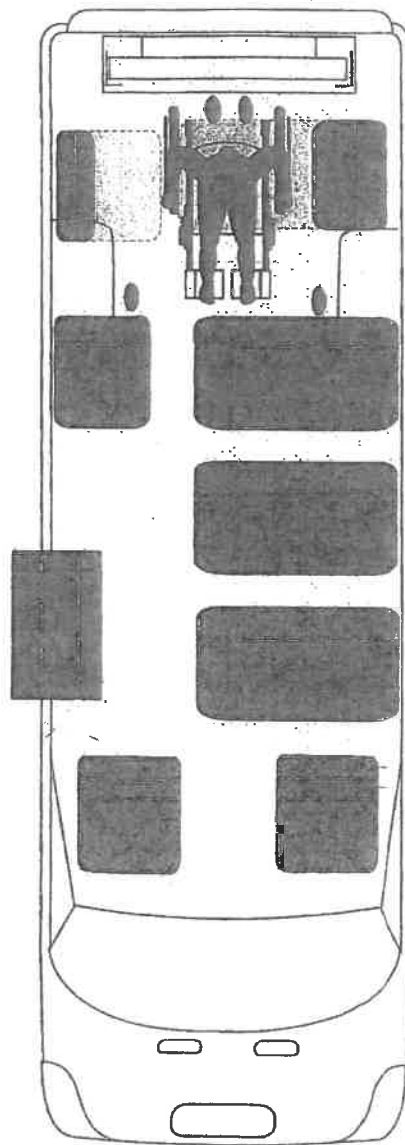
20. PROPOSED FLOOR PLANS

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

**PROPOSED FLOOR PLAN
CLASS A TWO WHEELCHAIR SPACES**



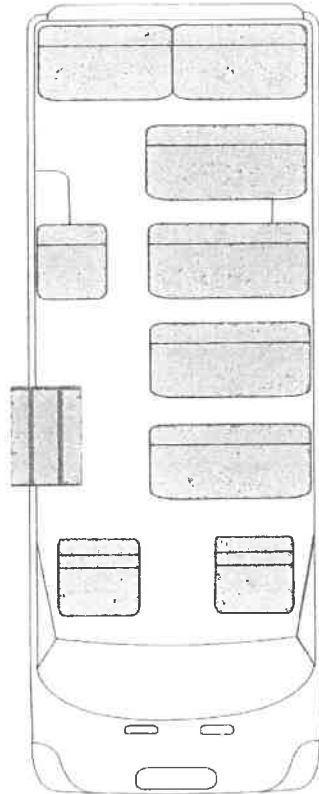
REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)



PROPOSED FLOOR PLAN
CLASS B ONE WHEELCHAIR SPACE

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

PROPOSED FLOOR PLAN
CLASS C NON ACCESSIBLE



21. **REQUIRED BID FORMS**

The following certifications should be properly **completed and furnished** by the bidder as part of the bid and must be completed before award can be made.

A required documentation checklist has been provided for bidder's usage.

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

BID FORM #1

Location(s) of the Technical Service Representative(s) and parts distribution center(s) closest or in the State of West Virginia.

Location(s) of the technical service representative(s).

Name: _____

Address: _____

Telephone: _____

Name: _____

Address: _____

Telephone: _____

Location(s) of parts distribution center(s).

Name: _____

Address: _____

Telephone: _____

Name: _____

Address: _____

Telephone: _____

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

BID FORM #2

CERTIFICATION FOR AIR & WATER POLLUTION

The Vendor certifies that the vehicles proposed:

ARE _____ in compliance with the regulations in 40 CFR Part 85, 40 CFR Part 86, 40 CFR Part 600, Clean Water Act and the air/water pollution criteria established by the Environmental Protection Agency of the United States Government.

ARE NOT _____ in compliance with the regulations in 40 CFR Part 85, 40 CFR Part 86, 40 CFR Part 600, Clean Water Act and the air/water pollution criteria established by the Environmental Protection Agency of the United States Government.

Date

Authorized Signature

Title

Company Name

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

BID FORM #3

**DISADVANTAGED BUSINESS ENTERPRISE
VENDORS/ MANUFACTURERS CERTIFICATION**

(Check appropriate statement)

_____ The Vendor, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.

_____ The Vendor, if a non-manufacturing supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR Section 26.49.

Date

Authorized Signature

Title

Company Name

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

BID FORM #4

**BUY AMERICA CERTIFICATION
ROLLING STOCK**

Certificate of Compliance

The bidder or offeror hereby certifies that it will comply with the requirements of section 165(b) (3), of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR 661.11:

Date

Authorized Signature

Company Name

Name

Title

Certificate for Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of section 165(b) (3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirement consistent with section 165(b) (2) or (b) (4) of the Surface Transportation Assistance Act, as amended, and the applicable regulations in 49 CFR 661.7.

Date

Authorized Signature

Company Name

Name

Title

Revised 10/27/2014

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

BID FORM #5

**FEDERAL MOTOR VEHICLE
SAFETY STANDARDS CERTIFICATION**

The vendor hereby certifies that it shall submit, as required by Title 49 of the CFR, Part 663 - Subpart D, its self-certification information stating that the vehicle(s) will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date

Authorized Signature

Title

Company Name

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

BID FORM #6
U.S. Comptroller's Debarment List Certification

_____ hereby certifies that it

_____ **IS or**

_____ **IS NOT** (specify one) included on the U.S. GSA's debarment and suspension information available at <https://www.sam.gov>.

Date

Authorized Signature

Title

Company Name

REQUEST FOR QUOTATION – CRFQ DMT23*03
Passenger Type Dual Rear Tire Van (Non-Raised Roof)

BID FORM #7

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third-party contract),

_____ (COMPANY NAME) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),
_____, CERTIFIES OR AFFIRMS THE
TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED
ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31
U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Revised 10/27/2014

REQUEST FOR QUOTATION
Passenger Type, Dual Rear Wheel Van Non-Raised Roof

BID FORM #8

***VENDOR'S CERTIFICATION OF
UNDERSTANDING AND ACCEPTANCE***

The Vendor hereby certifies that all Technical Specifications and Contract Terms and Conditions have been carefully reviewed, are fully understood, and shall be adhered to in performance and completion of any contract resulting from this bid.

Date

Authorized Signature

Title

Company Name

SPECIFICATION COMPLIANCE

NOTE: Please check if what is offered is in exact compliance with specifications. **Any discrepancies must be listed as an attachment to the bid proposal. Exact dimensions and/or descriptions must be provided as a part of the Vendor's bid proposal when submitted.**

_____ Bid proposal submitted meets and/or exceeds all specification requirements.

_____ Bid proposal submitted contains deviations from specification requirements. Detailed descriptions of these deviations have been provided with this bid proposal.

REQUEST FOR QUOTATION
Passenger Type, Dual Rear Wheel Van Non-Raised Roof

BID FORM #9

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned (Vendor, Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the undersigned assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, sub agreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The undersigned also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The (Vendor, Contractor) _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (Vendor, Contractor) understands and agrees that the provisions of 31 U.S.C. §§ 3801, et seq., apply to this certification and disclosure.

Date

Authorized Signature

Title

BID FORM #10

REQUEST FOR QUOTATION
Passenger Type, Dual Rear Wheel Van Non-Raised Roof

REQUIRED BID DOCUMENTATION CHECKLIST

Model Year: _____ Model: _____

Bid Forms

- _____ Bid Form #1: Locations of Technical Service Representatives and Parts Distribution Centers
- _____ Bid Form #2: Certification for Air & Water Pollution
- _____ Bid Form #3: Disadvantaged Business Enterprise Vendors/Manufacturers Certification
- _____ Bid Form #4: Buy America Certification Rolling Stock
- _____ Bid Form #5: Federal Motor Vehicle Safety Standards Certification
- _____ Bid Form #6: U.S. Comptroller's Debarment List Certification
- _____ Bid Form #7: Certification of Primary Participant Regarding
Debarment, Suspension, and Other Responsibility Matters
- _____ Bid Form #8: Vendor's Certification of Understanding and Acceptance
- _____ Bid Form #9: Certification of Restrictions on Lobbying
- _____ Exhibit A Pricing Page

REQUEST FOR QUOTATION
Passenger Type, Dual Rear Wheel Van Non-Raised Roof

Documentation – Required before award:

Referenced

- _____ 3.3.1.1 Engine: 3.5 Liter EcoBoost V-6 gasoline engine – provide product description, warranty information and product literature.
- _____ 3.3.2 High Idle System: provide product description, warranty information and product literature.
- _____ 3.5.3 Transmission (separate cooling system): provide product description, warranty information and product literature.
- _____ 3.6.1 Back Up Camera System: provide product description, warranty information and product literature.
- _____ 3.11 Tires: provide product description, warranty information and product literature.
- _____ 3.12.1 Alternator: provide product description, warranty information and product literature.
- _____ 3.16.1. Exterior Vinyl Colors: provide samples/chart of available colors.
- _____ 3.17.1 Undercoating and Rustproofing: provide product description, warranty information and literature.
- _____ 3.18.3 Ambulatory Passenger Entrance/Exit: provide location, size, door operating details.
- _____ 3.20.2 Stepwell Heater: provide product description, warranty information and product literature.
- _____ 3.23.5 Floor Covering: provide samples of floor covering and colors to be provided.
- _____ 3.27 Seating: provide product description, warranty information, product literature and color charts for all of the seating products to be utilized. **Proposed floor plans.**
- _____ 3.27.16 Driver's Seat: provide description of product.
- _____ 3.30.3. Exterior Mirrors: provide product description, warranty information and product literature.
- _____ 3.31.1 Dual Purpose Safety Vent: provide product description, warranty information and product literature.
- _____ 3.22 Wheelchair Securement System: provide product description, warranty information and product literature.

REQUEST FOR QUOTATION
Passenger Type, Dual Rear Wheel Van Non-Raised Roof

- _____ 3.27.14 Strap/Buckle Storage: provide description and location of product-
- _____ 3.33 Wheelchair Occupant Restraint System: provide product description, warranty information and product literature.
- _____ 3.34.1 Wheelchair Lift: provide Make, Model #, product description, warranty information and product literature.
- _____ 3.36 AM/FM Radio/CD: provide product description, warranty information and product literature.
- _____ 3.39 Training: submit letter of understanding to the terms in this Section.
- _____ 4.4 Fare box Provisions: provide description of proposed location-
- _____ 4.4 Destination Signs: provide product description, warranty information and product literature.
- _____ 4.4 PA System: provide product description and product literature.
- _____ 4.4 Strobe Light: provide product description and product literature.
- _____ 3.28.5 Security Cameras Only: provide product description, warranty information and product literature.
- _____ 5.9.1 Warranty on complete vehicle.
- _____ 5.9.2 Warranty on Basic Vehicle Structure.
- _____ 5.9.4 Warranty: warranties to be provided on subsystems and components.
- _____ 6.8.2 Complete two (2) bids in binder form – one (1) marked for DPT.
- _____ 10.2 A. Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and /or number. Include description of front and rear air conditioning and heat systems.
- _____ 10.2 B Proposed interior floor plans, showing detailed dimensions including the location of the wheelchair securement system and stanchions.
- _____ 10.2 C. Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.
- _____ 10.2 D. Samples or paint charts of available exterior paint colors and vinyl.

REQUEST FOR QUOTATION
Passenger Type, Dual Rear Wheel Van Non-Raised Roof

____ 10.2 H. Identification of the conversion location of the van.

____ 10.2 I. A list of five (5) users names, addresses, emails, and telephone numbers who have been provided similar equipment by the Vendor.

____ No Debt Affidavit

____ Addendum Acknowledgement

REQUEST FOR QUOTATION
Passenger Type, Dual Rear Wheel Van Non-Raised Roof

List of Suggested Vendors

Rohrer Bus Sales
1515 State Road
PO Box 100
Duncannon, PA 17020

Transportation Equipment Sales
P. O. Box 167230
Oregon, OH 43616

Bus Service Inc.
3153 Lamb Avenue
Columbus, OH 43219

Creative Bus Sales Inc.
14740 Ramona Avenue
Chino CA 91710

Sonny Merryman Inc.
PO Box 495
Rustburg, VA 24588

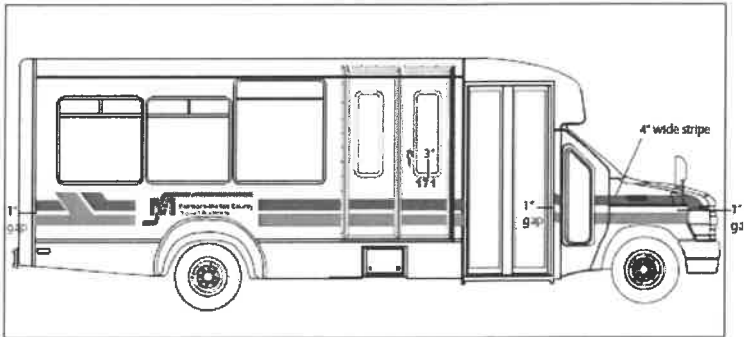
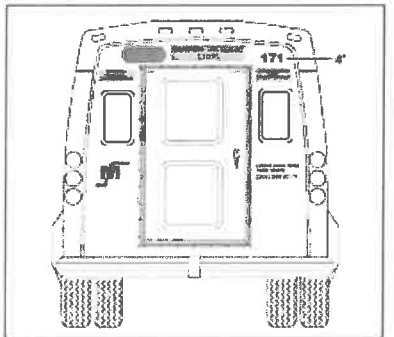
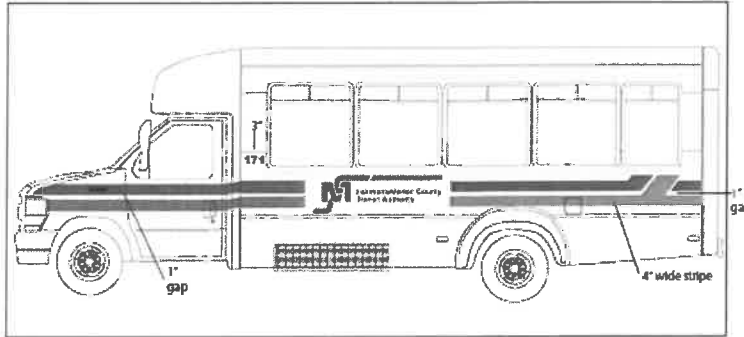
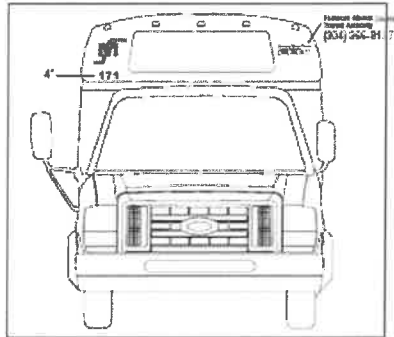
EXHIBIT B, VINYL LOGOS AND STRIPES

CENTRA



EXHIBIT B, VINYL LOGOS AND STRIPES

Fairmont-Marion County Transit Authority



* Graphic colors and placement are representative, the final product may vary. ■ 125 Wild Cardinal Red ■ 266 Patriot Blue ■ 2" White Conspicuity Tape

EXHIBIT B, VINYL LOGOS AND STRIPES

HERE & THERE TRANSIT



EXHIBIT B, VINYL LOGOS AND STRIPES

Ohio Valley Eastern Ohio Regional Transit



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Bluefield Area Transit



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

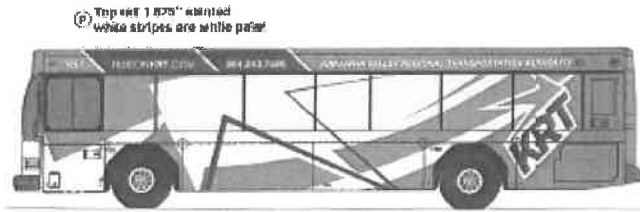
Buckwheat Express



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Kanawha Valley Regional Transit Authority

FRONT
24" Roof Numbers



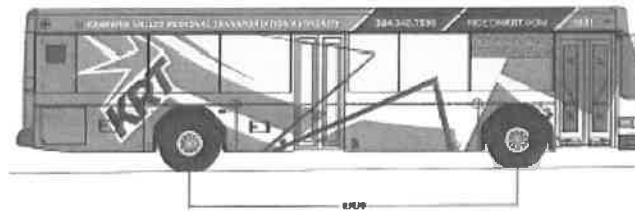
(P) Top and 1801 painted white stripes are white paint

(D) Decals on the windows are non-reflective 1-way vision except for the green/blue/white KRT logo/blue stripe are opaque reflective decals, standard top rail is blue reflective decal

KANAWHA white reflective decals are 176" x 4.3"

(D) Side website white reflective decals are 56.78" x 8" phone is 42" x 4.875"

(D) Side bus numbers are white reflective 5" height Helvetica Neue Condensed Bold



Rear website/phone
(D) white reflective decal is 66.25" x 3.3"



(D) Rear KRT reflective logo is 24.6" x 28.875"
Rear bus number is blue reflective 6.25" height



(D) Front KRT reflective logo is 23" x 18.25"

CHARLESTON, WY

(B) Low Floor, 35 foot by 102 inches
Serial Numbers: 188534 - 188541
Bus Numbers: 1801 - 1808

Options, equipment and accessories (1) - (20)
are for record representation of optional, during the time.
Approx. Paint 2 70 12

Unit 18 0007400

PAINT (Axalta)

White 735083-EX
Green 632135-EX
Black Gloss N0004-EX
Safety White-Aerovac J307 - Hubs
Cameras painted to match scheme

Paint chip to exist: ☐ Yes ☒ NO
Notes Eng. CO Date sent: NA
Approved: ☒ Yes ☐ NO
Paint Stand: ☒ Yes ☐ NO
Hard ☒ Soft ☐

DECALS

White Reflective-680CR-10
Light Blue Reflective-680CR-70

The green in the KRT logos are
extrapolated on 680CR
color matching the green paint
Green #32135-EX
The blue in the logo is:
Light Blue Reflective-680CR-70



Approval & Acceptance

Approved by: Donna Hartley

Title: Asst. General Manager

For: KVRTX

Date: 11/15/17

Rev: 3 Date: 11-17-17

PO:

EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Eastern Panhandle Transit Authority

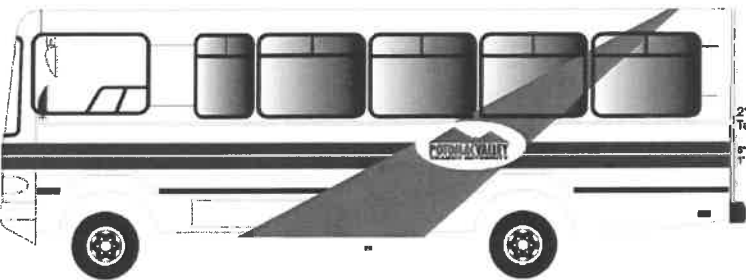


EXHIBIT C, EXAMPLES OF PAINT SCHEMES

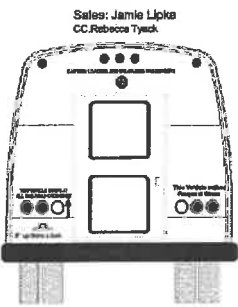
Potomac Valley Transit Authority

Paint Scheme form

Unit #

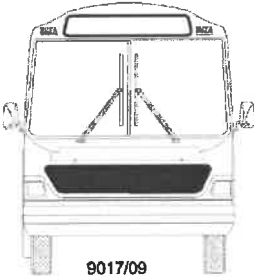
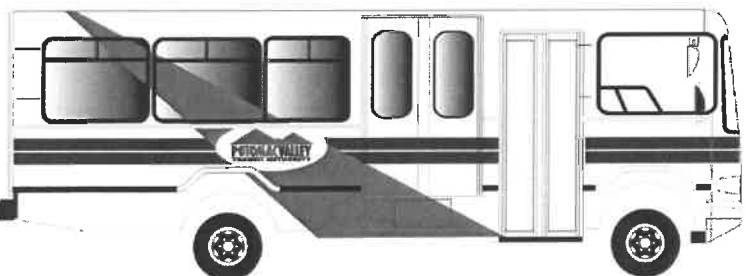


2" Conspicuity
Tape 1" below window
2" stripes
1" gap



Sales: Jamie Lipka
CC: Rebecca Tysack

2" Conspicuity Tape



9017/09

Vinyl Colors & Numbers

- 1.) # 140 Blue
- 2.)
- 3.) # Spectra Everglade Green

Customer Signature

Generic form

Robin Miller
(Graphics Dept.)

February 16,06

EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Little Kanawha Transit Authority



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Tri-State Transit Authority



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Mid-Ohio Valley Transit Authority



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Tri-River Transit



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Mountain Line Transit Authority

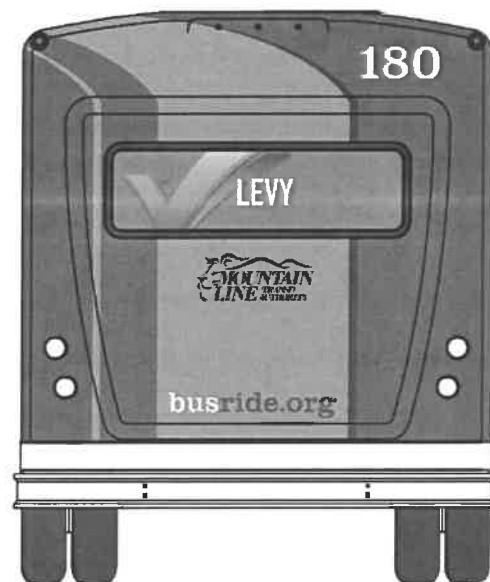
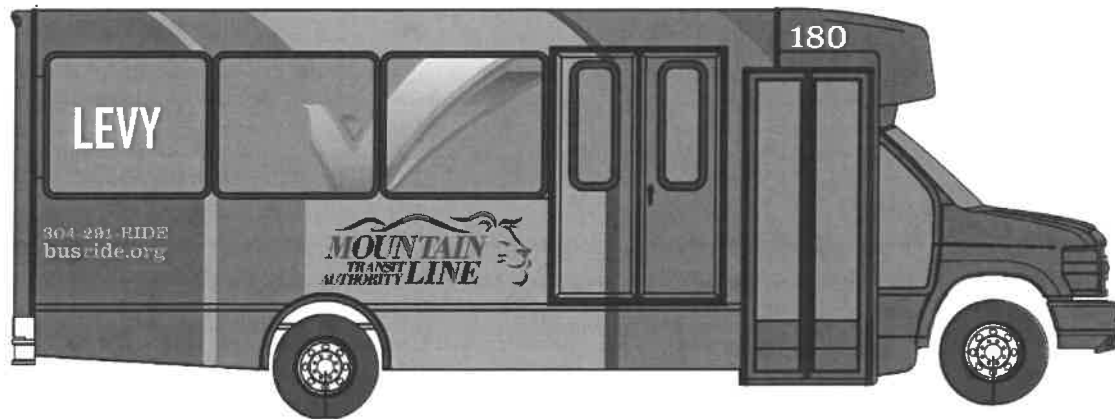


EXHIBIT C, EXAMPLES OF PAINT SCHEMES

New River Transit



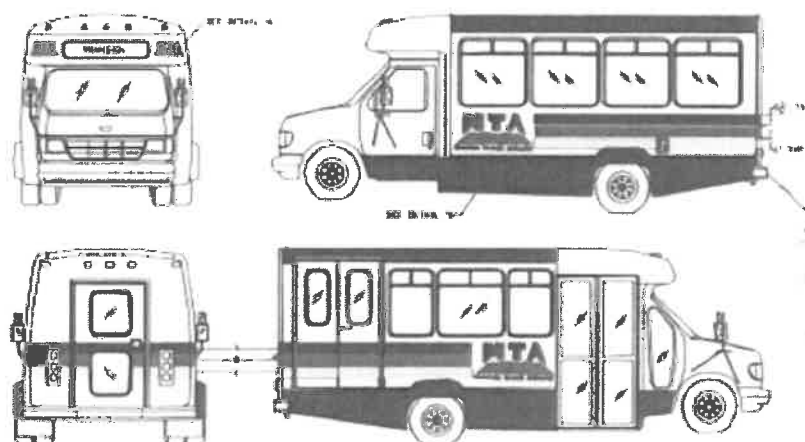
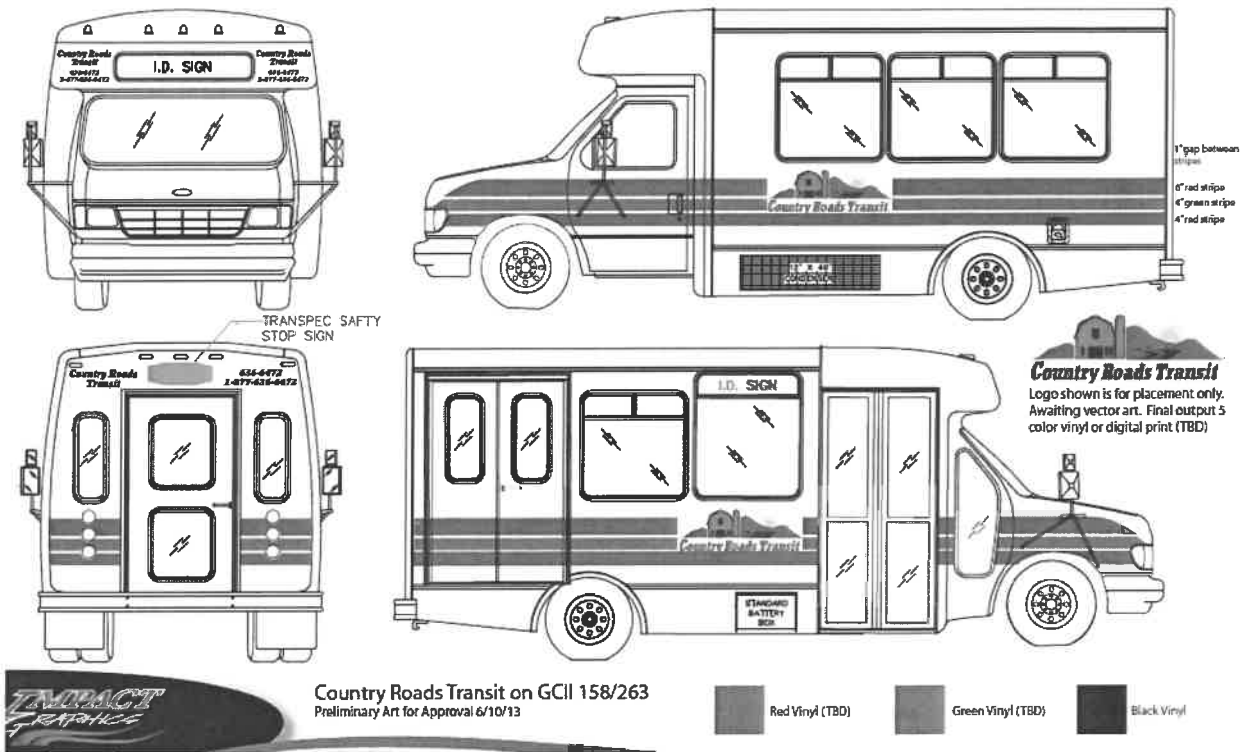


EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Country Roads Transit



5310 Logo and Striping Example



REQUEST FOR QUOTATION
PASSENGER TYPE DUAL REAR TIRE VAN (NON-RAISED ROOF)
EXHIBIT A PRICING PAGE

CLASS	VEHICLE DISCRIPTION	UNIT PRICE PER	ESTIMATED	EXTENDED
A	Vehicle with Two Wheelchair (WC) Positions	\$80,164.00		
B	Vehicle with One Wheelchair (WC) Position	\$80,119.00		
C	Vehicle Non-Accessible	\$72,584.00		
D	Vehicle/ Two WC / Fixed Route Package	\$86,819.00		
E	Vehicle One WC / Fixed Route Package	\$86,274.00		
F	Vehicle / No WC / Fixed Route Package	\$79,309.00		
G	Vehicle / Two WC/ Fixed Route Package Exterior Paint Scheme	\$88,094.00		
H	Vehicle / One WC / Fixed Route Package Exterior Paint Scheme	\$87,799.00		
I	Vehicle / No WC / Fixed Route Package / Exterior Paint Scheme	\$80,264.00		

TOTAL BID EVALUATION	
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<i>*Complete form provided.</i>
<i>*Please note these are only estimated quantities and do not reflect</i>
<i>*The DPT may purchase more or less as needed.</i>
<i>*Please do not alter pricing page.</i>