



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: 03-21-2023

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 DMT2300000010 1	Procurement Folder:	1157978
Document Name:	138" Wheelbase, Dual Rear Wheel, Narrow Body Cutaway Vehicle	Reason for Modification:	
Document Description:	138" Wheelbase, Dual Rear Wheel, Narrow Body Cutaway Vehicle		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2023-04-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-03-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000011255 CREATIVE BUS SALES INC 14740 Ramona Ave  Chino CA 91710 US Vendor Contact Phone: 9094655528 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  <b>23</b> 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

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *Tana H. 3/23/2023*  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Gray*  
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *4/10/2023*  
ELECTRONIC SIGNATURE ON FILE

*4/6/2023*

**Extended Description:**

The Vendor, Creative Bus Sales, Inc., agrees to enter with the WV Public Transit Authority, into an open-end contract to provide 138" Wheelbase, Dual Rear Tire, Narrow Body Cutaway vehicles 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. Per the specifications, terms and conditions, bid requirements, Addendum No. 1 issued 01/18/2023, Addendum No. 2 issued 01/23/2023, Addendum No. 3 issued 01/27/2023 Addendum No. 4 issued 01/30/2023 Addendum No. 5 issued 02/07/2023 Addendum No.6 issued 02/07/2023 and the Vendor's submitted and accepted bid dated 02/14/2023 incorporated herein by reference and made apart hereof. See attached documents.

See attached pricing page.

Federal Terms and Conditions Apply

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25101502			EA	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

**Commodity Line Description:** 138" WB DRW Narrow Body Cutaway Vehicles

**Extended Description:**

To establish an open ended contract for 138" WB, DRW, Narrow Body Cutaway Vehicles 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.

See attached Exhibit A Pricing page

## **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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**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 a 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:

☐ **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.

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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 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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**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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

**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](mailto: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 hearth, 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 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.

(Printed Name and Title) Matt Mashuda - Transit Bus Sales

(Address) 9365 Counselors Row, Suite 112, Indianapolis, Indiana, 46420

(Phone Number) / (Fax Number) 412-992-0184 / 909-465-5529

(Email address) MattM@CreativeBusSales.com

**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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

Creative Bus Sales, Inc.  
(Company)

  
(Signature of Authorized Representative)

Nick Corley - Sales Operations Manager

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

888-633-838 / 909-465-5529

(Phone Number) (Fax Number)

BidDepartment@CreativeBusSales.com

(Email Address)



REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Transportation Multimodal Facilities – Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway vehicles fixed seats with air conditioning and 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 2017 or current year vehicle in one of the three (3) 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's certification forms shall be included in the bid proposal.**

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below.
- 2.1      **"Contract Item"** means the 138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway vehicle 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 H.
- 2.3      **"Division"** means the West Virginia Division of Transportation Multimodal Facilities – Public Transit, here on to be known as DTMF-PT.
- 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.
- 2.8      **"Model & Number"** means the model's name and model number associated with the contract item as defined by the manufacturer.
- 2.9      **"OEM"** means Original Equipment Manufacturer.
- 2.10     **"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  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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- 2.11**    **"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.
- 2.12**    **"QVM"** means Qualified Vehicle Manufacturer.
- 2.13**    **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.14**    **"Vendor Name"** means the company name of the vendor who will be supplying the contract item(s) to DTMF-PT.
- 2.15**    **"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.
- 2.16**    **"Wheelbase"** means the distance from the centerline of the front axle to the centerline of the rear axle. Minimum of 138".
- 2.17**    **"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.
- 2.18**    **"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.
- 2.19**    **"Fireproof"** means materials that will not burn or melt at temperatures less than 2,000 degrees Fahrenheit.
- 2.20**    **"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  
FTA Docket 90A
- 2.21**    **"ASTM"** means American Society for Testing and Materials
- 2.22**    **"SAE"** means Society of Automotive Engineers
- 2.23**    **"FMVSS"** means Federal Motor Vehicle Safety Standards
- 2.24**    **"EPA"** means Environmental Protection Agency
- 2.25**    **"DMV"** means Division of Motor Vehicles State of West Virginia
- 2.26**    **"FTA"** means Federal Transit Administration

REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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

### 138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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- 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 DTMF-PT.
- 3.1.8 Exhaust 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
- 3.1.11** Body shall be thoroughly water tested and made tight to prevent leakage. All vehicles purchased under this contract shall, during the course of the manufacture and prior to acceptance, shall be subjected to a water test to determine body leaks. This test shall consist of a series of nozzles, which are strategically located around the perimeter of the vehicle as to spray water over the entire surface of the vehicle. The nozzles shall eject a volume of water no less than twenty-two pounds per square inch measured at the nozzle tip. Body shall be thoroughly water tested and made tight to prevent leakage. The bidder shall provide the procuring agency with details of its water testing procedures with the bid.

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

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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.

**3.2 CHASSIS**

- 3.2.1** Chassis shall be OEM's original wheelbase. Cutting between the axles to extend the wheelbase is not allowed. Chassis extensions behind the rear axles to support the body shall be in accordance with OEM's recommended practices and painted to match the original. All welds and cuts shall be properly dressed and deburred to present a professional finish.

**3.3 ENGINE / EXHAUST SYSTEM**

- 3.3.1** Engine shall be 6.8 Liter V-10 gasoline engine or equivalent, having a minimum of 285 horsepower.
- 3.3.2** The engine shall be furnished with a large capacity full flow oil filter easily reached and replaced without removal of any major component. Engine shall be equipped with oil fill access in top of rear valve pan cover. Front oil filler tube shall be extended to rear of front access door. All service tubes should be extended in a similar manner. Care should be taken to ensure that the battery and alternator supply wire is insulated to prevent grounding during oil filter removal/replacement. Transmission cooler lines should not interfere with the oil filter removal or replacement. A low voltage light shall be under the hood in order for service personnel to service vehicle.
- 3.3.3** An engine oil-cooling system and dry type air cleaner is required. Two (2) ambulance bilge-style cooling ports shall be installed on OEM hood to facilitate air exchange in the engine compartment.
- 3.3.4** The engine shall be installed so as to produce a minimum of vibration. A firewall of sandwich construction shall separate the engine and passenger compartments, providing both thermal and acoustic insulation and sealing against intrusion of exhaust fumes into the vehicle. Non-combustible insulation shall be used.
- 3.3.5** **Exhaust System:** to be OEM aluminumized steel exhaust pipes and muffler installed with heat shield and baffles. The tail pipe shall be designed to direct exhaust away from the lift area toward the street side.

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**138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle**

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**3.4 FUEL SYSTEM**

- 3.4.1** A single fuel tank shall have a capacity of at least 35 gallons and be located between the chassis rails behind the rear wheels. Fueling should be possible from the street or curbside, fueling side to be determined at the time of build. Engine mounted fuel filter is required with replacement type element.

**3.5 COOLING SYSTEM**

- 3.5.1** The cooling system shall have sufficient capacity to provide satisfactory cooling at 115 degrees Fahrenheit at sea level, and shall be equipped with an overflow tank such that coolant expelled is saved and restored to the cooling system. The cooling system shall be the OEM chassis supplier's heaviest duty system.

**3.6 HIGH IDLE SYSTEM**

- 3.6.1** A high-idle system, intended to maintain battery charging under heavy demand when the vehicle is stationary, and the emergency brake is applied shall be provided on all vehicles. The fast idle switch will automatically disengage when the vehicle is placed in forward or reverse gears.

**3.7 ENGINE OIL COOLER**

- 3.7.1** An OEM oil cooler shall be provided.

**3.8 TRANSMISSION**

All fill tubes must be extended to an accessible position for easy service access.

- 3.8.1** Transmission shall be a heavy-duty, six-speed automatic minimum, with increased cooling capacity to match GVWR of vehicle.
- 3.8.2** The transmission and drive shall be heavy duty. Each section of the drive shaft shall be equipped with a guard to prevent the shaft from striking the passenger compartment floor or the ground in the event it should break.
- 3.8.3** The transmission shall have a separate cooling system appropriate for the intended use of the vehicle. The cooling system shall be protected with permanent type antifreeze to twenty-five below zero Fahrenheit.
- 3.8.4** **Suspension** – Shall be the highest rating available. Suspension system shall provide the low, un-sprung weight characteristics necessary for passenger comfort without sacrificing vehicle stability and shall provide heavy-duty shock absorbers. A front axle with independent suspension is preferred. Vendor must perform a front-end alignment after each vehicle is completely built. The vendor shall supply a camber and caster kit for each vehicle. Vendor shall supply a statement of completion verifying that alignment was completed with warranty information.

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- 3.8.5** MOR/RIDE Suspension System or equal. Defined as rubber shear spring suspension that works in conjunction with the chassis steel leaf spring suspension to absorb road shock.

**3.9 AUDIBLE ALARM /BACK UP CAMERA**

- 3.9.1** A 12-volt dual horn shall be situated beneath the front end of the vehicle, protected from wheel wash.
- 3.9.2** A rear alarm shall be provided that is clearly audible outside of the vehicle when the transmission is in reverse.
- 3.9.3** An audible door ajar alarm shall be provided for any rear emergency door.
- 3.9.4** A back up camera will be provided at the top rear of the vehicle. The viewing screen will be mounted to allow the driver a clear view of the area directly behind the vehicle. Location of the viewing screen will be determined by the successful vendor and the DTMF-PT.

**3.10 FRONT AXLE AND STEERING**

- 3.10.1** GAWR FR compatible with chassis OEM.
- 3.10.2** The steering mechanism shall be constructed so that the vehicle can be easily steered by its operator and shall be such as to make the wheel free from road shock and vibration. The steering mechanism shall be self-centering, requiring little or no effort for the operator to bring the vehicle back to a straight-ahead position from a turning position. Steering wheel rim shall be 25 inches maximum in diameter and the wheel rim shall be of plastic or synthetic resin construction molded over metal. The steering gear box should be placed in an easily accessible location for service. Steering shall be power assisted.
- 3.10.3** With the vehicle stationary on dry, level pavement and the engine idling, steering effort shall be as low as possible at the steering wheel. This effort shall remain approximately constant from just off straight-ahead to approaching full lock.
- 3.10.4** OEM tilt-wheel or adjustable steering column, with cruise control is required.

**3.11 REAR AXLE**

- 3.11.1** GAWR RR compatible with chassis OEM.

**3.12 BRAKES**

- 3.12.1** **Service Brakes:** The Anti-Lock Brake System (ABS) foundation brakes shall be a power-actuated hydraulic split system of four-wheel disc-type, with four channel anti-lock braking control. Braking system shall include a red brake warning lamp in the instrument cluster that lights when the parking brake is on,

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when a front or rear hydraulic failure occurs, or when brake fluid is low in the reservoir.

**3.12.2** Emergency parking brakes shall be provided on the driveline or rear brakes.

**3.12.3** The brake system shall meet all federal and state requirements for vehicles over 10,000 GVWR for stopping distance, stability while braking, fade resistance, water recovery and warning devices. The warning devices must meet FMVSS standards.

FMVSS #105 Hydraulic and Electric Brake Systems

**3.13 WHEELS**

**3.13.1** 16.0 diameter X 6.0" width or sized compatible with the suspension and GVWR will be furnished. Each inner dual rear wheel shall come with an air valve extender.

**3.13.2** Manufacturer shall provide a spare tire as standard equipment. The spare wheel and tire shall be sized per 4.3, 4.4 and shall be shipped secured in the body of the vehicle appropriately secured so as not to damage the vehicle interior during shipment. Spare is to be the exact same tire and provided on the vehicle. Spare tire shall be painted as per 3.13.3 and it shall be as inflated to the proper pressure with air, not nitrogen.

**3.13.3** Both inner and outer wheels shall be painted to match the basic body color, which is white.

**3.14 TIRES**

**3.14.1** Vehicles shall be equipped with five (four regular and one regular sized spare) steel belted radial tires.

**3.14.2** Tires shall be supplied with the vehicle from the factory.

**3.14.3** Tire Rating and Type E rating truck type treads shall be all weather type.

**3.14.4** Rubber mud flaps shall be provided at all wheels. No hard plastic shall be permitted.

**3.15 ELECTRICAL SYSTEM / WIRING**

**3.15.1** The vehicles are to be supplied with a twelve (12) volt electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws, due to lights, flashers, air conditioning or heaters, and other accessories in constant operation. As Built Schematics must be supplied and current with all vehicles in Word or Adobe reader format. **As Built Schematics must be supplied on a USB drive for each vehicle as the time of delivery.** All wiring shall be loomed and held in place by insulated clamps spaced every 12



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**138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle**

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inches on center. Wiring shall be system coded, numbered and function coded. All wiring must be at least 14 gauge. All wiring shall have adequate electrical insulation and provide flexibility and resistance against solvents or abrasives in accordance with SAE standards. All exposed underbody connectors shall be weather proofed for protection against the elements.

SAE Standard

- 3.15.2** Wiring shall be correctly grouped and coded and installed such that systems checks, maintenance, and replacement can be affected with minimum effort.
- 3.15.3** Wiring shall be adequately supported. Where penetration of structural members occurs, grommets or similar devices shall be used to prevent chafing.
- 3.15.4** Where applicable, all circuits shall be suppressed with capacitors to eliminate interference with radio and TV transmission and reception.
- 3.15.5** **Alternator:** OEM 225-amp alternator with a rectifier is required. Rectifier may either integral or externally connected. Bidder shall specify the nature of the rectifier and method of installation. The voltage regulator shall be solid state. The alternator shall be sized to provide a minimum of 90 percent of the continuous system draw at the engine manufacturer's recommended idle or 100 percent at automatic fast idle as specified (3.6 High Idle System). The alternator speed shall not exceed its recommended maximum or recommended high engine speed. 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 lifts.
- 3.15.6** **Batteries:** Two (2) heavy-duty 12-volt batteries shall be provided with a minimum total capacity of 1275 CCA.
- 3.15.7** Batteries shall be at an easily accessible location from the exterior of the vehicle. Any chassis OEM battery located under the hood shall remain there. The second battery is to be installed in a stainless-steel battery box on a stainless steel slide-out tray located on the curb side of the vehicle. An access door will be provided in the skirt to access this battery box. The access door will be secured with two (2) quarter-turn latches.

**3.16 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. All instruments are to be grouped on a single panel in full view of the driver with no instruments obstructed by controls, trim panels, or other appurtenances and arranged in a consistent and uniform manner.

- 3.16.1** AM/FM digital CD/radio

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- 3.16.2** Speedometer with recording odometer
- 3.16.3** Ammeter or voltammeter gauge
- 3.16.4** Low-charge warning light
- 3.16.5** Oil pressure gauge
- 3.16.6** Fuel tank level gauge(s)
- 3.16.7** Engine temperature gauge
- 3.16.8** Headlight on indication and headlight high beam indicator
- 3.16.9** Directional signal and flasher action light
- 3.16.10** Parking Brake Indicator

**The following controls, in addition to the normal steering, braking, and transmission functions, shall be provided:**

- 3.16.11** Separate switches and temperature controls for rear passenger compartment heater and air conditioner.
- 3.16.12** Separate switch and temperature controls for driver's heater, defroster and air conditioner.
- 3.16.13** Three speed electric windshield wipers with high, low, and intermittent speeds and may be panel or column mounted.
- 3.16.14** Passenger compartment lights
- 3.16.15** Back Up Camera
- 3.16.16** Tilt Steering Wheel
- 3.16.17** Cruise Control
- 3.16.18** OEM Cigarette lighter and USB port for charging cell phone
- 3.16.19** Emergency flasher control facing driver and clearly visible
- 3.16.20** Master exterior light switch and auxiliary switches, if necessary, for any clearance or marker lights.
- 3.16.21** A two-speed heavy duty commercial vehicle circulation fan shall be provided in the driver's area for increased circulation. The fan shall be a minimum of six (6) inches in diameter with at least a three-position control switch. Location will be approved by the DTMF-PT.

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**138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle**

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**3.17 ELECTRICAL FUSES/CIRCUIT BREAKERS**

- 3.17.1** The fuse panel box shall be large enough in order that the wires are not cramped and easily accessible for service. The panel door shall have enough space between door and panel in order that the door and wires do not touch when closed.
- 3.17.2** All fuses and/or circuit breakers other than the OEM's chassis shall be placed in a waterproof electrical distribution panel located above the driver's door, accessible from inside the vehicle. Fuses will be automotive mini blade type fuses that plug into a modular distribution block, such as Cooper Bussman Series 3000 BEC, TCT, or equal.
- 3.17.3** The distribution panel access door shall be side or bottom hinged and contain a readily visible circuit diagram of the electrical services.

**3.18 BODY STRUCTURE / ROOF HATCH**

- 3.18.1** Body shall be steel framed with a minimum 18-gauge steel and be built as an integral welded unit mounted on a chassis and adequately reinforced at all joints where stress concentration may occur. Side walls, rear wall, roof, and floor must be welded together; joining by other means is not acceptable. Details of body construction including materials, methods of joining and assembling components or sub-assemblies and method of attachment of the body to the chassis shall be submitted in bid. Honeycomb construction is not acceptable. Roof structure to include two roll bars fabricated from steel tubing incorporated into roof structure to provide additional strength.
- 3.18.2** Federal and state requirements including FMVSS #220 Rollover Protection are required to be met. The side and end forming shall be so designed and constructed that they will carry their proportion of the stresses imposed and absorb excessive impacts with as little damage as is practical. Adequate reinforcement shall be installed around all doors in order to transfer the stresses around these openings. All posits in body, side, and roof sections shall be of square section tubing or equal construction securely fastened to the under frame structure so that the entire frame shall act as one unit without any movement at the joining. The end posts shall be designed to standards as required for federal and state standards for shear, static load on roof, and side panel impact protection.

FMVSS #220 School Bus Rollover Protection

- 3.18.3** Before assembling, all steel components are to be treated with an anti-corrosive, petroleum-based primer that meets ASTM B117 (3500 hours) and ASTM D870 (1000 hours).

ASTM B117 Standard Practice for Operating Salt Spray Apparatus

ASTM D870 Standard Practice for Testing Water Resistance of Coating

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### 138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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- 3.18.4** All nuts, bolts, clips, washers, clamps, and like-parts shall be galvanized, zinc-coated, or given a coat of primer as additional protection against corrosion. All exterior screws and bolts shall be stainless steel.
- 3.18.5** 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.
- 3.18.6** All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate type or acceptable substitute.
- 3.18.7** All interior panels shall be riveted, welded or 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.
- 3.18.8** All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished.
- 3.18.9** Lower skirts to be of thick molded fiberglass, galvanized steel, or aluminum. Skirt seams MUST be placed above the wheel wells or adjacent to one of the A/C skirt condensers only.
- 3.18.10** The passenger entrance frame and wheelchair door shall be aluminum or stainless steel construction only.
- 3.18.11** The front cap shall have an extra framed support from the side of the passenger entrance door to the floor.
- 3.18.12** Roof shall be one piece metal, fiberglass, or equal panel with one and one half (1 1/2") minimum thickness rigid foam insulation or equivalent. Side panels above the floor line shall be one piece fiberglass reinforced plastic (FRP), steel, aluminum, or equals on the exterior, of one-piece construction, firmly attached to prevent flexing of the panels to the frame structure to present a smooth pleasant appearance and to be free from drumming or oil canning. Vacuum lamination is the preferred method.
- 3.18.13** Side panels (skirt) below the floor line shall be detachable molded fiberglass, galvanized steel, or aluminum and separate from the above panels for ease of the maintenance and repair. An aluminum or galvanized steel underfloor shall be provided for the whole of the passenger compartment, and it shall be fully undercoated.
- 3.18.14** Stepwells shall be of one-piece stainless steel, galvanized steel, or aluminum construction 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

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or an equal. Stepwells shall be of one-piece construction of corrosion resistant steel with covered corners and adequate reinforcement to prevent deflection.

- 3.18.15** Stepwell shall be the full wide of the door opening. The Step nosing shall be an extruded anodized aluminum profile that is 2.76" wide and shall have ribbed areas on the aluminum profile to increase slip resistance.
- 3.18.16** There shall be a yellow or white insert strip with silicon carbide particles adhered in the aluminum profile channel. The combination of silicone carbide particles in the strip and the ribbed area on the aluminum will maximize slip resistance on the step edge.
- 3.18.17** A complete waterproof seal is achieved by the two sealant strips on the underside (these are activated by removal of the paper protective strip).
- 3.18.18** The entire underside of the stepwell shall be fully undercoated.

**Watch Your Step Log Tiles:**

- 3.18.19** The logo tiles shall meet FMVS 302
- FMVSS 302 Flammability Test for Motor Vehicles Interior
- 3.18.20** The log tiles thickness shall be a minimum 2.25 mm. The logo tiles shall have a non-slip surface that remains effective in all weather conditions and complies with all ADA requirements. The wear layer shall be constructed with silicon carbide particles and shall not contain aluminum oxide or quartz.
- 3.18.21** The background shall be dark and have either yellow or white lettering.
- 3.18.22** All lettering shall be digitally printed on the fiberglass reinforced grid. The wear layer shall be transparent.
- 3.18.23** Intermediate layer shall be a fiberglass reinforced grid to ensure dimensional stability greater or less than 0.2%
- 3.18.24** Backing shall be felt textured with minimum thickness of 0.1 mm to ensure good mechanical adhesion on all types of substrates.
- 3.18.25** 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.
- 3.18.26** 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. Application of exterior sidewalls with two sided tape is not acceptable.

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**3.19 EXTERIOR:**

Vehicle exterior paint shall be OEM standard "white" finish.

**3.19.1 5310 Paratransit Vehicle Vinyl Scheme: Vinyl Logo/Striping Schemes on Vehicle Classes Paratransit Vehicles (Classes A through D).** The Agency's

name, phone number

and Logo /Striping 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 Exterior.

**3.19.2** The artwork for the logo and stripes will be provided by DTMF-PT upon award as well as, a list of agency names and phone numbers.

**3.19.3** Signs and numbers shall be fade, chip, and peel-resistant: NO painted signs, decals or pressure sensitive appliques.

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

**3.19.5** The exact location and size will be agreed upon between the DTMF-PT and the successful bidder.

**3.19.6** License plate mounts: located on the rear bumper or rear cap. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that require rear license plate. Any vehicle delivered without such plate mounts will be rejected.

**3.19.7** Paint schemes and paint colors of the agencies receiving the vehicles will be furnished to the successful Vendor. Matching touch up paint must be provided. Each agency will have a logo and striping scheme. Each agency's logo and striping scheme will have at least **3 colors, with the possibility of up to 5 colors. Where the logo covers the windows, perforated vinyl shall be used. Skirt painting must be included in the price. For those classes with full vehicle paint requirement, a ¾ paint expanded graphics package may be substituted (Classes E through J).**

**3.20 UNDERCOATING AND RUSTPROOFING:**

**3.20.1** All exposed floor seams shall be sealed with an industrial grade butyl sealant or equivalent which conforms to ASTM C920. The entire surface of exterior lowered floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. Undercoating shall comply with current Federal and State flammability standards.

ASTM C920 Standard

**3.20.2** The vehicles shall be fully undercoated at the point of manufacture prior to delivery.

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**3.21 DOORS – ACCESS AND ENTRANCE / EXIT**

- 3.21.1 Access Doors:** Access doors shall be provided where necessary to service transmission, engine, radiator, batteries, air conditioning, and radio system components.
- 3.21.2 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.
- 3.21.3** Dimensions shall be:
- |                         |                   |
|-------------------------|-------------------|
| Overall Clear Height    | Approximately 80" |
| Overall Clear Width     | Not Less Than 29" |
| Tread Depth             | Minimum of 9"     |
| Riser Height            | Maximum of 9.5"   |
| Distance Step to Ground | Maximum of 12"    |
- 3.21.4** The door shall be fully glazed or provided with upper and lower windows allowing the driver an adequate view of the curbside area outside of the door. **Tempered safety glass shall be used.**
- 3.21.5** When the door is closed, the lower step shall not protrude beyond the door line more than two (2) inches.
- 3.21.6** Brushes or other appropriate seals shall be fitted to the bottom of the door panels to assist in sealing and snow clearance.
- 3.21.7** Electrically Operated door to be provided. Door control shall be within twenty-eight (28) inches from the right side of the driver's shoulder. The door frame shall be welded at all seams to ensure that the door frame will not separate. An additional post shall run from the side of the passenger entrance door to the cap to provide an extra support for the front cap.
- 3.21.8** The passenger entrance door frames shall be aluminum or stainless-steel construction only.
- 3.21.9** Passenger door shall be key operated from the outside and by a rocker or toggle switch from the driver's console. Door pivot pins shall incorporate permanently lubricated bearings. Door must have an emergency release in case electric is not properly working.
- 3.21.10** Driver's door shall have an aluminum running board for easy access for the driver. No less than 8.5" wide and within 8" of the ground.
- 3.21.11 Non-Ambulatory Passenger Entrance/Exit:** A driver operated two-piece wheelchair entrance door with large upper viewing window, capable of

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being locked, shall be located at the rear of the curbside and behind the rear wheels. Doors shall be fitted with heavy-duty, full-length piano hinges. These doors shall not sag when open, and if there is a possibility of sagging, additional preventative gussets need to be inserted.

- 3.21.12** A minimum clear vertical distance of 59 inches required through the doorway and lift installation.
- 3.21.13** Overall door width of approximately 52 inches is required. The door width must provide operating clearance for a lift meeting the requirements of the lift section.
- 3.21.14** A warning light shall be provided at the driver's station to indicate when the door is open for wheelchair operation.
- 3.21.15** Door ajar signal is to be activated by a magnetic proximity switch or a plunger type switch. 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) striker plate to prevent false alarms.
- 3.21.16** Air springs shall be heavy, riveted to body and door or double nut and lock nut. Air springs will firmly secure the door in the open position.
- 3.21.17** Emergency Exit Door: A full height rear emergency exit door with a minimum clear opening of thirty-five and a half (35.5) inches by fifty-seven (57) inches minimum that fully complies with ADA standards shall be provided on all floor plans.
- 3.21.18** Large upper and lower windows shall be provided in the door to maximize rearward visibility.
- 3.21.19** Emergency exits with full-length stainless-steel piano style hinges will be required on all floor plans. A cam-over or spring style holdback to be used to secure door in open position. Pneumatic shock is unacceptable for rear door.

**3.22 BUMPERS / FENDERS AND MOLDING**

- 3.22.1** **Bumpers:** The front bumper shall be the OEM chassis suppliers.
- 3.22.2** The rear bumper shall be unpressurized, self-contained, self-restoring, energy absorbing bumper of the HELP system, such as the ROMEO RIM, SMI or equal, having the same specifications as mentioned above.
- 3.22.3** **Fenders:** Flexible fenders shall be provided for the rear wheels, the DTMF-PT shall approve materials and configuration. Rubber molding shall run the length of the passenger compartment at floor level. The molding shall be secured in a manner other than snapped onto a metal rail. The ends of the molding shall be finished and caulked if necessary to prevent sharp



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edges at the angle cuts.

**3.23 WHEELCHAIR LIFT**

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

- 3.23.1** 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, curbside of vehicle.
- 3.23.2** The lift shall have a self-cleaning, see-through, non-skid platform which can be folded and unfolded by one person.
- 3.23.3** Lift control switch shall be completely weatherproof 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 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.
- 3.23.4** 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.
- 3.23.5** Lift shall be capable of being used from curb level or ground. The lift should be capable of safely lifting a one thousand (1000) 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.
- 3.23.6** All sliding surfaces and load bearing pivot points shall be free of exposed grease and constructed with ball and roller bearings. All electrical and

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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.

- 3.23.7** Platform shall fold into door area for storing while not in use. Platform in stored position shall not intrude into vehicle body more than 14 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.
- 3.23.8** 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.
- 3.23.9** 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 will cause the vehicle not to be accepted. Intelligent Lift Interlock System Model #ILIS501 or equal.
- 3.23.10** A wheelchair lift light shall be located inside the vehicle to illuminate the lift. Two (2) additional lights will be mounted in the area to illuminate the surrounding area of the street. The lights shall function automatically when the lift door is opened, even with the running lights switch is in the off position to provide illumination in accordance with FTA/ADA requirements. Installation of the lights shall not intrude upon the headroom or effective width of the wheelchair access are.
- 3.23.11 Lift Installation:**
- 3.23.11.1** The lift shall be installed by bolting through the floor into structural steel that is an integral part of the body underfloor structure.
- 3.23.11.2** The power unit shall be placed at the forward side of the lift for rear mounted lifts and on the rear side for forward mounted lifts and be readily accessible for service. In the event of power failure, the deployed lift platform shall be able to be lowered manually with passenger and raised without passengers.
- 3.23.11.3** System control valve shall be solenoid controlled and shall be

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accessibly mounted for easy maintenance. All lift components shall either be inside the vehicle or enclosed and protected for water wash.

- 3.23.11.4** Electrical control switches shall be completely weatherproof and labeled as to function. All switches shall be of the momentary type.
- 3.23.11.5** The lift installation shall provide a hand-held switch for remote operation of the lift in addition to or in place of the regular door-mounted electrical lift controls. The lift control cable shall have a protective steel wire cover from control to base for lift, if available.
- 3.23.11.6** A caution sign shall be prominently displayed in full view of persons standing at curbside of the vehicle as a warning to stand clear for lift operations.
- 3.23.11.7** 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 are applied.
- 3.23.11.8** Activating the lift circuitry through a lift master switch will cause the rear hazard lights to flash.
- 3.23.11.9** Wheelchair lift shall have a grounding strap from the chassis frame to the lift frame.
- 3.23.11.10** The lift shall meet the NHTSA FMVSS platform lift systems for accessible motor vehicles in all areas, but not limited to minimum platform dimensions, maximum size limits on protrusions and other hardware, handrails, retaining barriers, and performance standards. A safety strap from handrail to handrail is required.

#### FMVSS Platform Lift System Installation

### **3.24 WINDOWS / GLAZING**

- 3.14.1** **Windshield** shall be OEM tinted. Windshield shall be one (1) piece and laced in, but "not glued," unless OEM is a two-piece windshield.
- 3.24.2** **Passenger Windows** shall be T slider top mounted with at least one curbside and two street side hinged to provide emergency egress. Emergency exits are to be denoted with fade and peel resistant decals. Size shall be approximately thirty six (36) inches wide by thirty-six (36) inches high with 1/8 inch AS-3 tempered glass tinted for 31 percent transmittance. Heavy-duty latches are to be used on all windows.

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- 3.24.3 Passenger Door** panels shall have full height AS-3 tempered glass windows for maximum visibility of the curb.
- 3.24.4 Lift Door Windows** shall incorporate a single large window in each door panel consistent with the other passenger windows. Doors shall be two-piece as is specified in section 5.1.11.
- 3.24.5 Rear Windows** In addition to the windows in the rear emergency door, windows shall be provided on both sides of the door to increase rearward visibility, unless the rear cap is a molded piece and cannot be modified.
- 3.24.6 Driver's Window** shall be sliding two-piece or have an opening section large enough for easy access to mirrors or payment of tolls, etc.
- 3.24.7 Transition Window** The transition panel between the passenger door and the front fender shall have a window of approximately thirty-four (34) inches by ten (10) inches dimensions to enhance the view of the curb area.

**Vendor shall submit dimensioned diagram with bid.**

**3.25 HEATING AND AIR CONDITIONING**

**3.25.1 Heating System:**

- 3.25.5.1.1** The heating system shall provide heat for both the driver and passengers as well as defrost air for the windshield. The system shall provide for a comfortable temperature for passengers throughout the vehicle by providing heat from both a dash and passenger compartment heater.
- 3.25.1.2** An electrical stepwell system heater, to be approved by DTMF-PT, shall be provided to eliminate ice and snow build-up. Heater using the coolant system shall be stainless steel.
- 3.25.1.3** A passenger compartment heater shall be provided towards the back of the vehicle to ensure consistent heat distribution throughout the vehicle. Gate valves shall be provided to allow the rear heater system to be shut off. Heater fans shall have high and low speeds. (Heater Capacity 1 x 35,000 BTU minimum).

**3.25.2 Air Conditioning System:**

The OEM chassis supplier's heaviest duty air-conditioning system shall be supplied plus such other components as necessary to ensure effective, uniform cooling throughout the vehicle. Trans Air, ACC, Burgess, or ACT or approved equals recommended. At a minimum, the system should consist of:

- 3.25.2.1** The OEM's engine driven compressor with a minimum

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displacement of 9 cubic inches. Provided a secondary engine-driven compressor of sufficient size to circulate the rear A/C per specifications.

- 3.25.2.2** The OEM's front mounted condenser shall not be removed.
- 3.25.2.3** A two fan oversized (minimum fan size- 14"; rated at 62,000 BTUs per hour), skirt-mounted condenser shall be shielded from road spray.
- 3.25.2.4** A ceiling mounted evaporator at the rear of the passenger compartment with a minimum capacity of 53,000 BTU's and separate fan speed control.
- 3.25.2.5** The A/C system shall utilize environmentally friendly R-134a refrigerant. Refrigerant hoses shall be double braided (type C, class II) and the refrigerant Hoses and fittings must be SAE specification J2064 compliant.
- 3.25.2.6** All A/C hoses, heater hoses and wiring shall be properly protected. The A/C systems will include, as standard, ATCO, Quick Click or approved equal connectors and hoses. Beadlock fittings and rubber barrier hoses are not acceptable.

### 3.26 INTERIOR LIGHTING

- 3.26.1** The interior shall be illuminated by LED fixtures. Interior shall be illuminated to provide a minimum of twelve (12) foot candles of illumination measured at thirty-six (36) inches above the floor over each two-passenger cross seat. Provide detailed information on the installed interior lights with bid submittal.
- 3.26.2** The stepwell area shall be illuminated to FTA/ADA standards by door activated LED stepwell lights including the immediate area outside. These lights shall be shielded to protect passengers' eyes from glare. Light fixture 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 passenger. Stepwell lights shall be protected from damage caused by passengers kicking the lenses or fixtures and shall not be a hazard to passenger. Stepwell lights shall be activated by operating the passenger door even with the running lights switch in the OFF position.
- 3.26.3** Red LED location indicator lights shall be provided above all emergency exits.
- 3.26.4** Fire Retardancy must meet or exceed FMVSS 302, ASTM-E 162 Surface mobility, and Flame Spread Index F - 5<150.

FMVSS 302 Flammability of Interior Materials

ASTM E162 Surface Flammability of Materials

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- 3.26.5 Light fixtures shall be designed to prevent accumulation of dust, insects and other materials. Light fixture shall have an aluminum base and polycarbonate lens designed for easy maintenance and cleaning. Lens shall be effectively sealed such that incursion of dust and insects is prevented.
- 3.26.6 Light fixtures shall mount to the interior surface of the vehicle without requirement for perforation of that surface for other than threaded fasteners and wire. Light fixtures shall have formed endcaps that are shaped without sharp corners (rounded) and provide a finished appearance.

**3.27 EXTERIOR LIGHTING:**

- 3.27.1 Exterior lighting shall be in accordance with Federal Motor Vehicle Safety Regulations (393.12) See link below.  
  
Federal Motor Vehicle Safety Regulation 393.12
- 3.27.2 All exterior lights to be single contact. Double contact may be used for tail, stop and rear turn signals. **Light Emitting Diode (LED) lights shall be used for taillights, brake lights, turn signal, collision avoidance lights, and clearance marker lights.** Truck-Lite or Equal is recommended.
- 3.27.3 Headlights of sealed beam type are required with high and low beams controlled by column-mounted lever switch or by a foot switch mounted on the floor, which will be sealed from moisture. Sealed beam units shall be of the latest type and low beam rating of 600-hour life. **Headlights shall be wired for daytime running.**
- 3.27.4 Directional signals independent of the brake lights shall be provided and shall have sealed amber lens in front and rear. Rear stoplights are to be independent of directional and hazard warning signals.
- 3.27.5 LED Rear stop and taillights shall be provided. Rear stoplights are to be independent of directional and hazard warning signals.
- 3.27.6 In addition to the normal stop lights provided on the base vehicle, an extra LED stoplight shall be provided. This light shall be mounted on the centerline of the vehicle above the rear door and shall be wired to operate in conjunction with the normal stoplights. If vehicle does not have a rear door, the light shall be mounted above the rear window.
- 3.27.7 Red rear reflectors shall be provided. Additional four reflectors, two on each side of the vehicle, amber front and red rear, shall be provided.
- 3.27.8 LED mid-ship side directional signals wired to operate with front directional signals shall be provided.
- 3.27.9 A circuit shall be provided for the directional signal which, when on, will cause them to function as traffic hazard warning signals.
- 3.27.10 A rear LED license plate light shall be provided to meet Federal and State of West Virginia regulations.

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- 3.27.11** Two (2) LED back-up lights shall be provided which are adequate to meet Federal and State of West Virginia regulations.
- 3.27.12** An LED wheelchair lift light shall be located inside the vehicle to illuminate the lift. One (1) additional LED light will be mounted on the skirt below the lift to illuminate the surrounding area of the street. The light shall function automatically when the lift door is opened, even when the running light switch is in the off position and provide illumination in accordance with FTA/ADA requirements. Installation of the lights shall not intrude upon the headroom of effective width of the wheelchair access area.
- 3.27.13** LED Marker, Cluster, and all other lights as required by State and Federal regulations shall be provided. Lights shall operate with or **without engine running**.
- 3.27.14** The rear hazard flashers shall be activated when the lift operating circuits are energized.
- 3.27.15** All lights are to be LED lights with the exception of the dome lights and headlights.
- 3.27.16** A safety amber LED alert traffic sign design when brake is pressed to alert rear on- coming traffic that vehicle is stopping. The sign will display CAUTION STOPPING only. Transpec Model #7500 or equal.

**3.28 FLOOR AND FLOOR COVERING**

- 3.28.1** Flooring shall be constructed of a minimum of five-eighths inch (5/8"), five ply, exterior BC grade (or better) water-resistant plywood without visible cracks or holes firmly secured to the floor structure by the use of adhesive and mechanical fasters with no intrusions into the vehicle body compartment.
- 3.28.2** Floor shall be laid in such a matter as to be free from squeaking. All flooring shall be GerFlor , or equal, being non-slip resistant, double grove rib design, able to stand up to heavy traffic with a minimum thickness of 2.25 mm and have a 12-year warranty. Color to be selected by DTMF-PT.
- 3.28.3** Entrance area shall be covered with one-eighth (1/8) inch floor covering. All step edges to be marked in accordance with FTA/ADA requirements. (Grid Style Yellow is the preferred color). Vendor must provide sample within 48 hours of request.
- 3.28.4** Aisle front entrance and securement areas shall be covered with one-eighth (1/8) inch floor covering.
- 3.28.5** A Standee Line is required. Color to be same as step nosing. **(Yellow is the preferred color)**.
- 3.28.6** Insulation of rigid closed cell polystyrene, polyurethane foam, or bagged fiberglass shall be provided for the full depth of the structure

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between all interior and exterior panels and any cavities between the subfloor and floor construction. Vendor shall specify the type of insulation with their bid, with documentation that it is flame retardant and non-toxic, but vendor must provide this information within 48 hours of request.

- 3.28.7      Roof Gutters:** Water deflecting roof gutters shall be provided over ambulatory and wheelchair accessible doors and windows.

**3.29    INTERIOR DECALS:**

- 3.29.1            "No Smoking"** at the front top of vehicle
- 3.29.2            "All Passengers Must Wear Seat Belts"** at the front top of the vehicle
- 3.29.4            EMERGENCY EQUIPMENT** – Recipient Agency will install.
- 3.29.5            Any emergency exits or windows** to be noted with a decal.
- 3.29.6            "Emergency Dial 911"** located at the front top of the vehicle.
- 3.29.7            "Priority Seating"** Decals: shall be supplied for the first two fixed, forward facing seats on both sides.
- 3.29.8            "Clearance \_\_\_\_ Feet \_\_\_\_ Inches"** above driver's visor. (These specific figures on clearance will be determined by exact dimensions of vehicle.)

**3.30    PAINTING, FINISHING, AND SIGNAGE**

**3.30.1            Interior Panels and Ceiling:**

Ceiling and side panels shall match the interior color scheme and provide a hard, vandal resistant, flame-retardant surface.

**3.30.2            Exterior Paint:**

Surfaces shall be properly cleaned and primed, as appropriate for the paint used. All exterior surfaces shall be impervious to gasoline and commercial cleaning agents. The exterior of each vehicle shall be painted in a basic white or light cream color as furnished by the chassis manufacturer. One or more horizontal reflective decal stripes shall encircle the vehicle immediately below the window line. Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals. Matching touch up paint must be provided.

**3.30.3            Exterior Paint Scheme:**

Vehicle exterior paint shall be OEM standard "white" finish.

**3.30.4            5310 Paratransit Vehicles Vinyl Scheme:**

Vinyl Logo/Striping Schemes on Vehicle Classes A-C Paratransit Vehicles and Classes J through O. This will include the Agency Name, Phone Number and Logo/striping applied to both sides of the vehicle by the



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Vendor at the factory. This scheme uses two colors Pantone 485 (red) and Pantone Process Blue. See attached photo 5310 Logo and stripes for example.

- 3.30.5** The artwork for the log and stripes will be provided by the DTMF-PT to Vendor who is awarded the contract as well as, a list of agency names and phone numbers.
- 3.30.6** Signs and numbers shall be fade, chip, and peel-resistant: NO painted signs, decals or pressure sensitive appliques.
- 3.30.7** All decals shall be sealed with clear, waterproof sealant around the edges and on all exposed surfaces.
- 3.30.8** The exact location and size and will be agreed upon between DTMF-PT and the successful bidder.
- 3.30.9** License plate mounts: located on the rear bumpers. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specification that require rear license plate. Any vehicle delivered without such plate mounts will be rejected.
- 3.30.10** **Exterior Signage:**
- The following internal and external signage is required. Lettering to be Helvetica Medium. Numbers to be 4 inches unless otherwise specified for external signage. **Full details of size and location will be agreed upon between DTMF-PT and the successful bidder.**
- 3.30.11** **Exterior Reflective Vinyl Tape:**
- 3.30.11.1** The vehicle shall be stripped from front to back with exterior white reflective vinyl tape around the egress passenger windows, meeting DOT-C2 standards. (See the following link regarding DOT-C2 standards.)
- DOT-C2 Standard
- 3.30.11.2** 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.
- 3.30.11.3** 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.)
- 3.30.11.4** Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals.

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- 3.30.11.5 "This Vehicle Stops at all Railroad Crossings" on the back of the vehicle.
- 3.30.11.6 The International Wheelchair Accessibility Symbol on the back of the vehicle.
- 3.30.11.7 "CAUTION: LOADING AND UNLOADING PASSENGERS" on the back of the vehicle.
- 3.30.11.8 "CAUTION: STAND CLEAR FOR LIFT OPERATIONS" On, or near lift door.
- 3.30.11.9 The exterior decals shall have four (4) inch lettering and shall be white letters on red background.

### 3.31 SEATING

**All vinyl upholstery must meet or exceed FTA Docket 90A, Fire Safety Practices for Transit Bus and Materials.**

#### Docket 90-A

- 3.31.1 Seats shall be Freedman or equal, being a Mid-high back double with semi-bucket and contoured configuration. Seats shall be spring base with five (5) inches of foam padding. Upholstery shall be grade 4 or higher with ABS Knee-Saver back. **Description of offered product to be provided with bid submittal. Four (4) seat belt extenders shall be provided per vehicle ordered.**
- 3.31.2 A padded grab rail shall be provided on top of each forward-facing seatback and all fold-away. Grab rail is not required on the rearmost seats.
- 3.31.3 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 belts shall be permanently kept in the correct position for securement applications.  
  
[FMVSS 210 Seat Belt Assembly Anchorages](#)
- 3.31.4 Seats shall use a single T pedestal leg with black painted finish and side rail for mounting.
- 3.31.5 **Priority Seating:** Appropriately positioned signs shall indicate that the first two (2) rows on each side are designated as priority seating for the elderly and persons with disability.

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- 3.31.6** Seats shall conform to the following dimensions:
- |                        |                                  |
|------------------------|----------------------------------|
| Width per Passenger    | 18 inches                        |
| Height of Seat Cushion | 18 inches                        |
| Depth of Seat          | 17 inches                        |
| Height of Seat Back    | 23 inches max. (except rear row) |
| Hip-to-Knee Room       | 27 inches minimum                |
| Aisle Width            | 14 inches minimum                |
- 3.31.7** Seats and Seating shall comply with the following FMVSS Standards:
- FMVSS 207 Seating Systems
- FMVSS 208 Occupant Crash Protection
- FMVSS 209 Seat Belt Assemblies and Anchorage
- FMVSS Seat Belt Assemblies and Anchorage
- 3.31.8** A fold up armrest will be provided on all passenger seats. Seat shall have FMVSS certified seatbelts with retractor. Seats in back row should be high back for safety.
- 3.31.9** Two (2) double mid-high seats will be two (2) child restraint seats. Integrated child restraint seat which is capable of securing a child between the height of thirty-three (33) inches and forty-nine (49) inches with a weight between twenty (20) to sixty (60) pounds. Instructions for the securement shall be printed on the seat and shall be easy to understand, in English and Spanish.
- 3.31.10** Driver's Seat: The driver's seat shall be power high-back bucket seat with commercial grade cloth material that matches the color of the passenger seats (Grade 4 cloth minimum). Driver's seat shall have a folding armrest, a headrest, and a lumbar support as a minimum. 9100 ALX 3 (9110) operator seat is equal. Seat shall have a minimum of four (4) inches fore and aft adjustment. Seat installation shall allow for unimpeded movement over the whole seat range. A shoulder belts is required.
- Seats and seating shall comply with the following FMVSS Standards:
- FMVSS 207 Seating Systems
- FMVSS 208 Occupant Crash Protection
- FMVSS 209 Seat Belt Assemblies and Anchorage
- FMVSS 210 Seat Belt Anchorage

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**3.32 WHEELCHAIR SECUREMENT SYSTEM:**

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

**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.

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

**3.32.1.2** 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.

**3.32.1.3** A Freedman Seating 3 Step Forward Facing Fold Down Double Seat, or equal, that does not block passenger viewing, knee saver back for more hip to knee room, jig welded heavy duty tubular frames and seat blest are designed not to fall on the floor. 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.

**3.32.2** 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.

**3.32.3** 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 MOBILITY AID / OCCUPANT RESTRAINT SYSTEM**

**3.33.1** A restraint system shall be provided for the occupant of the wheelchair at each wheelchair position. The restraint system shall be a seat belt assembly permanently attached to the floor or side of the vehicle or to the wheelchair lock supports. The restraint system shall be capable of securing a passenger in all types of wheelchairs or Scooters, while the chairs are locked in position.

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The seat belt shall be at least eighty (80) inches long and shall be easily fastened and unfastened by the wheelchair occupant. Each seat belt shall be equipped with a retractor or other device, which keeps the seat belt webbing or strap off the floor when the seat belt is not in use. A complete retractable wheelchair and occupant restraint system with S- Hooks shall be installed at each wheelchair location. The system will have automatic belt retractors, tensioning knobs; and easy to use tension release mechanisms. The system shall be a Sure-Lok Titan AL712S-4C; Q-Straint QRT Deluxe; Secura brand, or equal with the brand appropriate L-Track System to be used.

- 3.33.2** Wheelchair retractors shall be fully automatic, auto locking, and self-tensioning.
- 3.33.3** Retractors shall automatically remove any slack in the webbing after they are secured to the wheelchair.
- 3.33.4** Retractors are self-retracting; therefore, no belts are left on the floor, keeping them cleaner and longer lasting.
- 3.33.5** Retractor shall have a "LOCKED" indicator tag and shall only be visible when the retractor is in the LOCKED mode assuring the retractor is not in the release condition when properly secured to the wheelchair.
- 3.33.6** Retractors shall be heavy duty with heat treated structural components and plated for superior corrosion resistance.
- 3.33.7** Retractors shall have a chrome plated metal cover for long lasting protection.
- 3.33.8** Retractors shall have BLUE webbing and the occupant restraints shall be of a contrasting color for easy identification in the field. Retractors shall be designed to be low profile to fit under most wheelchair foot rests.
- 3.33.9** Retractors shall be equipped with anchoring points for the attachment of the occupant restraint lap belts.
- 3.33.10** Retractors shall be able to be used with a variety of shoulder/lap belt combinations.
- 3.33.11** Retractors shall have manual knobs for additional tightening if needed.
- 3.33.12** Retractor shall be able to secure a wheelchair with one hand in as little as 10 seconds.
- 3.33.13** Retractors shall have a warranty period of 3 years and shall have a manufacturing label to identify the part number and date of manufacture for easy traceability.

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- 3.33.14** Retractors, occupant restraints and anchoring equipment shall be installed in accordance with the manufacturer's installation instructions and recommendations.
- 3.33.15** 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.
- 3.33.16** 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.
- 3.33.17** Track and securement system need to comply with manufacturer's recommendations regarding using the same manufacturer's track and securement systems.
- 3.33.18** Vendor shall provide **four (4) each of sixteen inches (16") quick straps** for each securement location.
- 3.33.19** The retractors shall be designed to be low profile to fit under most wheelchair footrests.
- 3.33.20** Retractors and occupant restraints shall meet or exceed but not limited to the following specifications:
- Impact Test Criteria per SAE J2249
- ISO 10542
- Canadian Z605 Mobility Aid Securement and Occupant Restraint Systems
- National Standards for School Buses
- ADA (49 CFR Part 38)
- FMVSS 209 Seat Belt Assemblies and Anchorages
- FMVSS 222 School Bus Passenger Seating and Crash Protection
- FMVSS 302 Flammability of Interior Materials

**3.34 MISCELLANEOUS ADDITIONS**

- 3.34.1** Each vehicle shall be equipped with driver air bag,
- 3.34.5** Each vehicle shall be equipped with a sun visor for driver to pivot to cover their doors.

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**3.35 DUAL PURPOSE SAFETY VENT**

- 3.35.1** 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 327, see link below), dual purpose safety vent capable of being used as multi-position roof ventilation and as an emergency exit.

[FMVSS Bus Emergency Exits and Window Retention and Release](#)

**3.36 EMERGENCY/SAFETY EQUIPMENT**

- 3.36.1** **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.

[OASH First Aid Kit Requirements](#)

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

- 3.36.2.1** Instant Cold Pack (1)
- 3.36.2.2** Certicaine or Burn Spray (1 oz.)
- 3.36.2.3** 1" x 3" Adhesive Bandages, twenty-five (25)
- 3.36.2.4** 3/4" x 3" Adhesive Bandages, ten (10)
- 3.36.2.5** Extra Large Adhesive Bandages, ten (10)
- 3.36.2.6** 3" x 3" Gauze Pads, ten (10)
- 3.36.2.7** Antiseptic Wipes, ten (10)
- 3.36.2.8** Alcohol Prep Pads, twenty (20)
- 3.36.2.9** Ammonia Inhalants, ten (10)
- 3.36.2.10** 2" x 6 yds. Gauze Bandage
- 3.36.2.11** 1/2" x 2.5 yds. Adhesive Tape
- 3.36.2.12** Burn Ointment (1/8 oz.), four (4)
- 3.36.2.13** Insect Sting Swabs, four (4)
- 3.36.2.14** PVP Iodine Swabs, four (4)

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- 3.36.2.15 Tweezers, one (1)
- 3.36.2.16 Scissors, one (1)
- 3.36.2.17 Safety Pins, five (5)
- 3.36.3 **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.
- 3.36.4 **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.  
  
FMVSS #125, Section 571.125 Warning Devices
- 3.36.5 **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.
- 3.36.6 **Bloodborne Pathogen Protection Kit** - A 10-unit (minimum) kit housed in a polypropylene or metal box and containing at least the following items:
  - 3.36.6.1 Gown/Cap (1)
  - 3.36.6.2 Goggles (Eye Shield) (1)
  - 3.36.6.3 Mask (1)
  - 3.36.6.4 Three (3) Pairs of Protective, Disposable Gloves
  - 3.36.6.5 Scraper (1) plastic, scoop to pick up biohazard fluids.
  - 3.36.6.6 Crepe Towels two (2)
  - 3.36.6.7 Antiseptic Towelettes, four (4)
  - 3.36.6.8 Disinfectant Towelette, four (4)
  - 3.36.6.9 Mouth to Mouth Barrier, one (1)
  - 3.36.6.10 Scoop Bag, three (3)
  - 3.36.6.11 Infectious Liquid Control Powder (2 oz.)
  - 3.36.6.12 Red Bio-Hazard Bags with Ties, two (2)
- 3.36.7 Appropriate size Wheel Jack & Lug Wrench secured in an accessible but unobstructed location.



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- 3.36.8 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.
- 3.36.9 Two Mylar Blankets:** Two (2) folded, sealed, and stored silver 80-85" x 50-70" Mylar disposable rescue blankets.
- 3.36.10 Wool Blankets:** Two (2) wool blankets (62" X 80" each) shall be provided.
- 3.36.11 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.
- 3.36.12 Wheel Chocks:** Each vehicle will be equipped with one (1) set of wheel chocks with storage.

**3.37 MIRRORS**

**3.37.1 Exterior:**

Two (2) six and one-half inch (6-1/2") x nine and one-half inch (9-1/2") minimum size fully adjustable outside rear-view mirrors, such as the Rosco model number 71H for Driver's side and 717H for passenger side, or equal shall be provided: one at the driver's door and one at the right front body corner. Mirror arms shall be constructed on anodized aluminum, stainless steel, powder coated steel, or another non-corrosive, approved equal material. Mirror arm may be chrome plated. Convex "blind spot" mirrors shall also be provided on each side of the vehicle, with a minimum five-inch (5') diameter. The convex mirror shall be built into the same head as the flat mirror and shall not be of the stick-on type. Both mirrors shall be reinforced mounted breakaway mirrors. Bolts shall be of the heaviest grade to ensure from breaking or snapping. Mirrors shall be heated and remote controlled, such as those produces by Rosco, Lucerix, or equal, and shall be heated and remote controlled. **Crossover mirrors are not acceptable.**

- 3.37.2 Interior:** Vehicle shall have installed rectangular flat mirror with a viewing area of at least 6"X 16" installed that provides a complete view of the interior to the driver.

- 3.37.3 Sun Visors:** Driver's sun visors shall be provided, unless a single visor is provided by OEM.

- 3.37.5 Rear View Mirror:** The OEM rear view mirror shall be retained.

- 3.37.6 Fresnel Lens:** Each vehicle shall be equipped with a large Fresnel flat, wide-range lens, approximately 11"X 14", ready for installation/placement by the purchaser upon delivery of the vehicle.

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**3.38 PASSENGER ASSISTS**

Passenger assists shall be constructed of seamless stainless steel tubular stock having an outside diameter of between 1.25 inches and 1.50 inches and shall be provided as specified below on all including Class A Non-accessible vehicle. Assists shall be securely installed to prevent passengers from moving or twisting the assists when grasped.

- 3.38.1** Assists shall be securely installed as inclined handrails 30 inches above the step treads on both sides of the passenger step well.
- 3.38.2** Passenger assists shall be provided as floor-to-ceiling vertical stanchions at the top of the steps at both sides of the step well and shall be fully padded above seat level operations.
- 3.38.3** Passenger assists shall be provided as over-head assists on both sides of and parallel to the center aisle for the full length of the passenger compartment except where they will substantially interfere with wheelchair operation.
- 3.38.4** Passenger assists shall be provided as vertical stanchions, padded above seat level, elsewhere within the vehicle, including the driver's barrier (see 6.7.1) and behind the rearmost passenger seats.
- 3.38.5** All stanchions shall have rubber fittings at top and bottom where the tube inserts into the anchor to provide more stability and vibratory wear resistance.

**3.39 MODESTY PANELS**

- 3.39.1** Sturdy modesty panels constructed of padded material complementing the interior trim shall be provided ahead of the forward row of seats on both sides the aisle. A full height 3/8" LEXAN translucent barrier shall be provided behind the driver's seat and above the modesty panel.  
**Location of modesty panel installation must be approved by DTMF-PT.**

**3.40 RADIO INSTALLATION / VEHICLE COMMUNICATION / SECURITY CAMERA**

- 3.40 .1** Each vehicle shall be provided with adequate grounding material at roof level or at side level as directed for a radio antenna. Such material shall provide direct grounding to the main vehicle body frame.
- 3.40.2** A conduit or other path shall be provided for an unexposed antenna cable routing between the antenna mounting area and an area to be provided for installation of a mobile radio receiver within easy reach of the driver, together with the necessary wiring for a power supply.
- 3.40.3** Vendor shall supply a ground wire, loom (conduit) and pull wire. A power wire is not necessary.
- 3.40.4** Each vehicle shall be equipped with the OEM's deluxe digital AM/FM and

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CD clock radio stereo with a 6-speaker system for the passengers. Deluxe aftermarket radio manufactured by Panasonic with clock and CD feature is acceptable. One (1) additional speaker shall be installed in the driver's door or driver's side of the dashboard.

- 3.40.5** Each vehicle shall have installed Angel-Trac Vulcan Series V12 HD IP Mobile DVR Security Camera System with 6 audio/ video cameras or equal. Equal having dual 500GB solid state hard drives, six audio/video channels and SD card backup feature. System is to be installed in a sure locked box with two (2) Keys in an easily accessible location. Please submit a brochure for evaluation if asking for an equal.

#### **3.41 UNSPECIFIED ACCESSORIES & FEATURES**

- 3.41.1** 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.

#### **3.42 STORAGE COMPARTMENT**

- 3.42.1** A storage compartment capable of accommodating jumper cables, seat belt cutter, and other items shall be provided in the front header above the driver. The compartment will be provided with a latching or other mechanism to hold it in the open position.
- 3.42.2** Bottom hinged compartment doors will be provided with restraint straps to limit its movement to 90 degrees. **DTMF-PT must approve location and size.**
- 3.42.3** A storage box, when no room is available. Floor mounted to curbside of engine cover. **DTMF-PT must approve location and size.**

#### **3.43 TRAINING**

- 3.43.1** 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 DTMF-PT 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

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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.

#### **3.44 VEHICLE CLASSES** – Requirements specific to each vehicle class.

- 3.44.1 Class A: Non-Accessible Vehicle** – A vehicle having at least 12 fixed forward-facing seats (doubles/singles). High back seating required at rear row and meet all requirements plus Paratransit Package. The DTMF-PT shall approve the proposed seating configuration.

##### **Paratransit Package:**

One set of Tire Traction Chains of the appropriate size shall be provided for each vehicle. Chains will be secured in the vehicle at allocation approved by the DTMF-PT.

Jumper cables of stranded copper, 4-6 gauge, and seven (7) feet minimum length shall be secured in the storage compartment of the vehicle.

- 3.44.2 Class B** Vehicles identified as Class B must have at least 8 forward facing seats (double/singles) and one (1) wheelchair positions and meet all mandatory requirements plus Paratransit Package.
- 3.44.3 Class C** Vehicles identified as Class C must have at least four (4) forward facing seats (double/singles) and two (2) wheelchair positions and meet all mandatory requirements plus Paratransit Package.
- 3.44.4 Class D** Extended length with front lift option; increase body length to 284" +/- and mount on 158" / 159" wheelbase chassis to accommodate front lift configuration and have three (3) wheelchair position per attached floor plan and meet all mandatory requirements.

**Fixed Route Package** This package will contain front and side digital destination signs, Passenger Signaling System, PA system, fare box provision and strobe light as described below.

Front and side digital destination signs shall be provided. 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 all Windows

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platforms programming platform for easy transit system use. The signs must come with all accessories for the transit system 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 signs must meet all ADA standards (see link below) 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.

FMVSS on Destination Signs

The DTMF-PT shall approve the size and location of the window.

Dimensions: front-All LED minimum 16 x 80 Pixel and 6 ½" x 31 5/8" display small pitch signs. Side All LED 8 x 64 Pixel and 3 ¼" x 25 1/4" display. All programmable software and hardware are to be provided.

Customer support shall be provided.

Control panel for the signs shall be located at a position convenient for driver operation and shall be approved by DTMF-PT. Vendor shall submit details with bid.

**Option AA On-Board Automatic Audio / Visual LED Display Voice Announcement System**

The ADA compliant system must announce "Next Stop" and "Now Arriving" via the speaker and/or a PA system such that all passengers can hear the announcements from their seated positions. The destination announcements, which must be available in multiple languages, shall be automatically triggered based on a GPS locator and geo-fence settings that are programmable via a free Graphical User Interface that can be used by the fleet. Other announcements, such as "Welcome Aboard", "Please be Seated", etc., shall be possible using digital or discrete input triggers.

The system shall support at least 70 routes and at least 70 stops per route.

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The system requires a module with a built-in speaker for driver only messages or the ability to deliver announcements throughout the bus by utilizing an existing or standalone PA system along with visual text messages displayed on an LED interior passenger sign to meet ADA requirements. Audio announcements shall be programmed to broadcast at the module near the driver and/or through the speakers inside the bus for the riders to hear.

The system shall include a Full Amber LED interior passenger information sign that is fully integrated to the audio messaging, allows text commands and plugs into the voice announcement module. The LED sign must have a minimum display area of 8 pixels H by 96 pixels W, 5mm LEDs with a 7.62 mm pitch. The sign frame, housing and complete assembly shall be 3.5" H x 32.25" W by 2.25" D, and be black powder coated and weighs less than 7 lbs. The character viewing area must be a minimum of 2.5" x 29.25" and have an anti-glare protective smoked polycarbonate lens. The sign must have an automatic light adjustment sensor that adapts to changing light conditions to dim down or brighten the LEDs based on the amount of light transmitted. The interior sign shall be designed to display information to passengers on-board the vehicle, include a usable lifetime warranty of 10 years and be capable of operating 24/7.

Initial installation and operational support manuals must be included with each system. Optional additional support via either on-site, phone, video calls, training videos and in-person (quote and additional fees may apply) shall be made available. Additional setup fees, monthly subscription or re-occurring service fees shall not be required for user to operate and manage the voice announcement system.

#### **PASSENGER SIGNALING SYSTEM**

Passenger signaling system with a pull cord stop request system and touch tape with buzzer at wheelchair positions shall be provided. The pull cord system shall be at height that individuals with disabilities can access the cord at seat level front to rear.

#### **MOBILE PA SYSTEM**

Mobile PA system with a handheld mic, one external speaker, and two internal speakers shall be provided. PA system may be integrated into the radio system if it can be done without excessive slicing; otherwise, the system should be separate.

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**FARE BOX PROVISION**

Fare box provision requires that the forward stanchion at the driver's shoulder shall be prewired for mounting of fare box with enough slack for the positioning of the fare box to be moved.

**STROBE LIGHT**

A protected or guarded clear lens strobe light shall be installed on top of the vehicle. DTMF-PT shall approve the type, the installation location, and the process.

- 3.44.5 Class E** Vehicles identified as Class D must have at least 8 forward facing seats (double/singles) and one (1) wheelchair positions and meet all mandatory requirements plus Fixed Route Package.
- 3.44.6 Class F** Vehicles identified as Class F must have at least four (4) forward facing seats (double/singles) and two (2) wheelchair positions and meet all mandatory requirements plus Fixed Route Package as defined in Class E.
- 3.44.7 Class G** Vehicles identified as Class G must be extended length with front lift and three (3) wheelchair positions as defined in Class D plus Fixed Route Package defined in Class E.
- 3.44.8 Class H** Vehicles identified as Class H must have at least 8 forward facing seats (double/singles) and one (1) wheelchair positions and meet all requirements and Fixed Route package defined in Class E and Full bus paint or Three-Quarter Bus Body Paint with Expanded Graphics, Skirt Paint. The vendor shall supply a full-vehicle body paint or Three-Quarter Bus Body Paint with Expanded Graphics, Skirt Painting for each vehicle ordered. Vendor must supply a sample paint chart prior to award. The DTMF-PT will select the colors for each vehicle to be painted.
- 3.44.9 Class I** Vehicles identified as Class I must have at least four (4) forward facing seats (double/singles) and two (2) wheelchair positions and meet all mandatory requirements plus Fixed Route Package defined in Class E and full bus paint or Three-Quarter Bus Body Paint with Expanded Graphics, Skirt Painting defined in Class H.
- 3.44.10 Class J** Vehicles identified as Class J must be extended length with front lift and three (3) wheelchair positions as defined in Class D plus Fixed Route Package defined in Class E with full bus paint or Three-Quarter Bus Body Paint with Expanded Graphics, Skirt Painting defined in Class H.

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**6.15 ADDITIONAL REQUIREMENTS APPLICABLE TO ALL VEHICLES**

**6.15.1 Summary of Items to Be Provided Upon Delivery**

By the time of delivery, the following items shall be furnished by the successful Vendor shall supply for each vehicle:

- 6.15.1.1** All warranty verification vouchers, certificates or coupons.
- 6.15.1.2** Each vehicle recipient current model year or per Transit Authority per year.  
  
Parts manuals Chassis and Body  
Service manuals  
Wiring schematics of auxiliary circuits and all other necessary prints for the maintenance of the vehicle and Operations manual Chassis and Body.
- 6.15.1.3** Completely filled fuel tank or tanks.
- 6.15.1.4** Protection to 20° F below zero with permanent type antifreeze.
- 6.15.1.5** A vehicle(s) free of dealer signs and emblems.
- 6.15.1.6** Assurance of compliance with manufacturer's pre-delivery service, lubed, serviced and ready for immediate service.
- 6.15.1.7** 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)
- 6.15.1.8** Operation, maintenance and warranty information for any add on equipment will be provided upon delivery if available to the Vendor.
- 6.15.1.9.** Original vehicle chassis manufacturer's factory sticker itemizing equipment on the vehicle.
- 6.15.1.10** A certified weight slip showing front and drive axle weights for the vehicle at its curb weight.
- 6.15.1.11** Proof of Alignment.
- 6.15.1.12** 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.
- 6.15.1.13** Proof of Front-End Alignment



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**6.16 TITLE**

- 6.16.1** Adequate documents for securing the vehicle in the name of the DTMF-PT or recipient agency shall be provided to the DTMF-PT at least 10 working days prior to the delivery of each vehicle. The DTMF-PT will supply with each release order the agency names(s) for titling document. The Vendor warrants the title shall pass to the DTMF-PT free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims and demands of any character.
- 6.16.2** 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.
- 6.16.3** All documentation (Certificate of Origin, Delivery/Odometer Statement, Etc.) in original form must be mailed or hand carried to:
- 6.16.4** West Virginia Division Transportation Multimodal Facilities,  
Public Transit  
1900 Kanawha Blvd., East  
Building 5, Room 650  
Charleston, WV 25305

**7 QUALITY ASSURANCE**

**7.1 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 DTMF-PT 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.

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**7.2 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.

**7.3 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.

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**Equipment Use by DTMF-PT Inspector(s)**

The Vendor's gauges and other measuring and testing devices shall be made available for use by the DTMF-PT'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.

**7.4 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.

**7.5 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.

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**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.

**7.6 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 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 DTMF-PT 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,

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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 DTMF-PT 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 DTMF-PT.

**DTMF-PT Transit's Inspector(s)**

The DTMF-PT 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 DTMF-PT 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.

The DTMF-PT'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 are fully discussed with the Vendor's top management.

**7.7 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.

**7.8 Materials and Workmanship**

- 7.8.1** Vendor shall incorporate in the proposed vehicle(s) the latest technological achievements consistent to achieving maximum service life and superior attractiveness of appearance.
- 7.8.2** 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.
- 7.8.3** 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.
- 7.8.4** The vehicle(s) shall be built with suitable and easily accessible compartments provided for all apparatus, sound deadening insulation, wherever needed, and all

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operating devices so mounted as to reduce and keep all noise and vibration to an absolute minimum.

**7.8.5** 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.

**7.9 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.

**7.10 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.

**7.11 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.

**7.12 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.

**7.12.1 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 DTMF-PT each complete vehicle, and specific subsystems and components as follows:

**7.12.2 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.

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**7.12.3 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.

**7.12.4 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.

**7.12.5 Subsystems and Components –**

The subsystems and components are warranted and guarantees 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 STRUCTURE INTEGRITY: Three (3) years or 36,000 miles, whichever comes first.

AIR CONDITINING SYSTEM: Two (2) years or two (2) operating seasons, whichever is greater.

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WHEELCHAIR LIFT SYSTEM: Two (2) years.

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

**7.13 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.

**7.14 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.

**7.15 DETECTION OF DEFECTS**

If the Recipient Agency detects a defect within the warranty periods defined in Section 7.12.3 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 affect the repairs defined in Section 5.11 of this Part shall commence within ten (10) working days after receipt of notification by the Vendor.

**7.16 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 7.12.

**7.17 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.



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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.

**8. REPAIR PROCEDURES**

**8.1 Repair Performance**

At its option, the DTMF-PT, 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.

**8.2 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 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 affected. If the vehicle is removed from Recipient Agency's property, repair procedures must be diligently pursued by the Vendor's representative.

**8.3 Repairs by Recipient Agencies**

**8.3.1 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.

**8.3.2 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

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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.

**8.3.3 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.

**8.3.4 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.

**8.3.5 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.

**8.4 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.\

**9. CONTRACT AWARD**

- 9.1 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.
- 9.2** The Federal Transit Administration's "Third Party Contracting Circular" (4220.1F), requires grantees (the DTMF-PT ) 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

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Transit Administration funds.

**10. PRICING PAGE**

- 10.1** 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 a total. All prices quoted are to be in whole dollars and include delivery charges.
- 10.2** 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. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.
- 10.3** The Pricing Pages contain 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.
- 10.4** 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: [David.h.pauline@wv.gov](mailto:David.h.pauline@wv.gov)
- 10.5** 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.

**11. BID REQUIREMENTS**

- 11.1** 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.
- 11.2** To request a new model year chassis price increase, the request shall be submitted to the DTMF-PT. 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.

**12. VENDOR QUALIFICATIONS**

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

- 12.1** Has in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under the contract.

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- 12.2 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.
- 12.3 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 9.2 of these specifications.
- 12.4 In lieu of this requirement, certified results of a shaker test may be requested by the DTMF-PT during the or equal period to prove the proposed vehicles to be capable of operating the service contemplated for these vehicles.
- 12.5 Has the necessary facilities and financial resources to complete the contract in a satisfactory manner within a required time. The DTMF-PT shall have the right to conduct a pre-award survey of each Vendor.
- 12.6 Has complete and accurate maintenance, parts, and operators' manuals.

**13. MISCELLANEOUS ITEMS TO BE SUPPLIED WITH BID**

- 13.1 **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, and Buy America Rolling Stock, Restrictions on Lobbying and Vehicle Testing certifications are provided on Bid Form Pages #1 - #10. **All bid forms provided shall be properly completed and furnished by the Vendor as part of the bid. Failure to submit any of these forms shall disqualify the bid.**
- 13.2 **Pre-Award Review** – The Vendor shall submit the following items and any further items if requested.
  - 13.2.1 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.
  - 13.2.2 Proposed interior floor plans, showing detailed dimensions including the location of the wheelchair securement system and stanchions if specified.
  - 13.2.3 Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.
  - 13.2.4 Samples or paint charts of available exterior paint colors and vinyl.

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- 13.2.5 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.
- 13.2.6 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.
- 13.2.7 Description of the undercoating/rustproofing system, including warranty to be provided.
- 13.2.8 Identification of the specific location of the place of assembly in the case of a vehicle or the place of a conversion in the case of a converted van. If the location changes, the Vendor must notify the DTMF-PT, in which case the DTMF-PT reserves the right to perform an inspection similar to the pre-award inspection identified. If the results of the inspection are unsatisfactory, the DTMF-PT may begin the contract termination process through the WV State Purchasing Division.
- 13.2.9 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 DTMF-PT reserves the right to determine the acceptability of the equipment proposed by the Vendor.

### 13.3 **Disadvantaged Business Enterprise (DBE)**

- 13.3.1 All U.S. Department of Transportation, Federal Transit Administration (FTA) assisted contracts between FTA, the DTMF-PT, and any Vendor shall include the following language:
- 13.3.2 **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.
- 13.3.3 **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.
- 13.3.4 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, and “Transit Vehicle Manufacturers”. This certification shall be submitted with responses to this solicitation on **Bid Form #3**.

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- 13.3.5** The Vendor shall make good faith efforts to replace a DBE subcontractor that is unable to perform, with another DBE subcontractor.
- 13.3.6** Where the Vendor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, the DTMF-PT may declare the Vendor noncompliant and in breach of contract.
- 13.3.7** The Vendor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the DTMF-PT DBE Program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the DTMF-PT and will be submitted to the DTMF-PT upon request.
- 13.3.8** 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 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 DTMF-PT 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.

**13.4    Prohibited Interest –**

No employee, officer, board member, agent or their family members of the DTMF-PT 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.

**13.5    Civil Rights Requirements –**

In connection with the execution of this contract, the following requirements will apply:

- 13.5.1    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

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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.

**13.5.2** Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

**13.5.2.1** 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 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.

**13.5.3** 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.

**13.6** Vehicle Testing – The Vendor agrees to comply with 49 U.S.C. § 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

**13.6.1** A manufacturer of a new vehicle model or a vehicle model produced with a major change in components or configuration shall provide a copy of the final test report to the DTMF-PT as a point in the procurement process specified by the DTMF-PT which will be prior to the DTMF-PT's final acceptance of the first vehicle.



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- 13.6.2** A manufacturer who releases a report under paragraph A above shall provide notice to the operator of the testing facility that the report is available to the public.
- 13.6.3** If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the DTMF-PT prior to the DTMF-PT's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 13.6.4** If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
- 13.6.5** Any bidder must submit to the Division FTA's Vehicle Testing Requirements Certification on **Bid Form #10**. Bids that are not accompanied by a completed certification must be rejected as non-responsive. **A copy of the vehicle testing report should be included with the bid if available.** This requirement does not apply to lower tier subcontractors.
- 13.7** **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.
- 13.7.1.** A bidder must submit to the DTMF-PT 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.
- 13.7.2.** **Should the Vendor be declared responsive and low bid, pursuant to Pre-Award and Post Delivery Audit Requirements, the DTMF-PT will require the Vendor to submit documentation (prior to any award) that lists:**
- 13.7.2.1** Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs.



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- 13.7.2.2 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.
- 13.7.2.3 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.
- 13.7.2.4 Vendor shall submit evidence that it will be capable of meeting the bid specifications.
- 13.7.3 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:
  - 13.7.3.1 Actual component and sub-component parts of the rolling stock provided, identified by manufacturer of the parts, their country of origin and costs; and
  - 13.7.3.2 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.

**13.8 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, 2016) <http://www.fta.dot.gov> between the WV Department of Transportation, DTMF-PT 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.

**11.9 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.

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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.

**13.10 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 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.

**13.11 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.

**13.12 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.

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**13.13 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.

**13.14 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.

**13.15 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.

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

**13.15.2 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.

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**13.15.3** 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.

**13.15.4** 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.

**13.15.5** 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 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.

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#### 13.16 **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.

#### 13.17 **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.

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.

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**13.18 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 DTMF-PT requests which would cause DTMF-PT to be in violation of the FTA terms and conditions.

**13.19 Access to Records**

The Vendor agrees to permit DTMF-PT, 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.

**13.20 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.

**13.21 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.

**13.22 Bid Protest Procedures**

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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**13.23 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:

**13.23.1 Requirements for the Protester** – The protester must:

**13.23.1.1 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.

**13.23.2 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.

**13.23.3 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

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the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the DTMF-PT's failure to have or failure to comply with the WV Purchasing Division's protest procedures or failure to review the protest.

**13.24     Extent of FTA Review** – FTA limits its reviews of protests to:

- 13.24.1** Failure of DTMF-PT to have or adhere to WV Purchasing Division written bid protest procedures, or failure of DTMF-PT to review a complaint or protest.
- 13.24.2** Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.
- 13.24.3** 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.

**13.25     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.

**14. ORDERING AND PAYMENT TO VENDOR**

**14.1 ORDERING:**

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

**14.2 Payment**

When submitting invoices for payment to the Division of Transportation Multimodal Facilities, 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)



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- 2) Order number
- 3) Invoice should reflect the base vehicle cost and any applicable options with unite cost. **NOTE: Two invoices shall be submitted for each vehicle, one for 90% and one for 10%.**
- 4) Submit all invoices to:  
Division of Transportation Multimodal Facilities, Public Transit  
Building 5, Room 663  
1900 Kanawha Blvd., East  
Charleston, West Virginia 25305

- 14.2.1 Payment of 90% of the total cost shall be paid upon conditional acceptance of the vehicle(s).
- 14.2.2 Conditional acceptance of the vehicle(s) by the DTMF-PT shall be made upon completion of inspection by the DTMF-PT under Section 18 of this RFQ.
- 14.2.3 Under the conditional acceptance of the vehicle(s) provided, the DTMF-PT shall retain 10% of the total cost per vehicle until all vehicles provided have been in actual service for thirty (30) days.
- 14.2.4 In the event any vehicle is found to be unacceptable during the thirty (30) day period of conditional acceptance, the DTMF-PT shall furnish to the Vendor, in writing, a letter of non- acceptance detailing any and all deficiencies.
- 14.2.5 Final acceptance on each vehicle shall be made by the DTMF-PT in writing upon completion of the period of conditional acceptance and/or after any and all deficiencies have been corrected.
- 14.2.6 Final acceptance shall be made on each individual vehicle provided. (Some vehicles may be accepted, while acceptance of others remains pending.)
- 14.2.7 Final acceptance of each vehicle shall be provided in writing by the Director of the DTMF-PT or his/her authorized representative.
- 14.2.8 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 DTMF-PT upon acceptance of the vehicle.**
- 14.2.9 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 DTMF-PT. 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

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payment from the above referenced time frame may occur only for good cause following written approval from the DTMF-PT. This clause applies to both DBE and non-DBE sub-contractors.

**15. DELIVERY AND RETURN:**

- 15.1 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.
- 15.2 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 DTMF-PT 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.

**15.3** Delivery shall be FOB destination to:

Kanawha Valley Regional Transit Authority (KRT)  
1550 4<sup>th</sup> 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.

- 15.4** 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 DTMF-PT and Vendor.
- 15.5** If the vehicle is delivered over-the-road, a written report shall be submitted by the driver to the DTMF-PT 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 DTMF-PT describing the nature of the service or repair and the cause.

**REQUEST FOR QUOTATION**  
**138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle**

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- 15.6** 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 DTMF-PT with the vehicle.

**16. ACCEPTANCE TESTS**

**16.1 Responsibility**

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

**16.2 Pre-Delivery Tests**

The Vendor shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the DTMF-PT. 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 will be provided by the Vendor. An executed copy of the authorization will accompany the delivery of each vehicle.

**16.3 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.

**17 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.

REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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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.

**18 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:

- 18.1 Complete vehicle lubrication;
- 18.2 Confirm oil level, fill crank case as needed, top off all fluids;
- 18.3 Adjust engine to proper operating condition;
- 18.4 Verify tire pressure and correct as necessary;
- 18.5 Check front end alignment or four-wheel alignment, perform alignment, and balance all tires.
- 18.6 Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags, etc.
- 18.7 Upon delivery, the vehicles fuel tanks shall be full of fuel;
- 18.8 Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered.
- 18.9 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;
- 18.10 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.

**19 Post-Delivery Tests**

The DTMF-PT 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 DTMF-P will conduct acceptance tests on each delivered vehicle. The purpose of these tests is to identify defects that have become apparent between

REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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the time of vehicle release and delivery to the DTMF-PT. 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 DTMF-PT 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.

**20     Conditional Acceptance of Vehicle's**

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

**20.1     Repairs After Non-Acceptance**

The DTMF-PT 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.

**20.1.1     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 DTMF-PT or Transit Authority of failure of acceptance tests. The Transit Authority or 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.

**20.1.2     Repairs by Transit Authority or Recipient Agency**

**20.1.2.1     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

**REQUEST FOR QUOTATION**  
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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.

**20.1.2.2 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.

**20.1.2.3 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.

**20.1.2.4 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.

**20.1.2.5 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.

**20.1.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's designated location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

**20.1.5 No Government Obligation to Third Parties**

The DTMF-PT and the Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express

**REQUEST FOR QUOTATION**  
**138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle**

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written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to DTMF-PT, the Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

**21. VENDOR DEFAULT:**

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

**21.1.1** Failure to provide Contract Items in accordance with the requirements c obtained herein.

**21.1.2** Failure to comply with other specifications and requirements contained herein.

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

**21.1.4** Failure to remedy deficient performance upon request.

**21.2** The Following remedies shall be available to Agency upon default.

**21.2.1** Immediate cancellation of the Contract.

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

**21.2.3** Any other remedies available in law or equity.

**MISCELLANEOUS:**

**22.1 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.

**22.2 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.

**22.3 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

**REQUEST FOR QUOTATION**  
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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:** \_\_\_\_\_

**22.4 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.

**22.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

Public Law 115-232, section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunication equipment is telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliated of such entities).

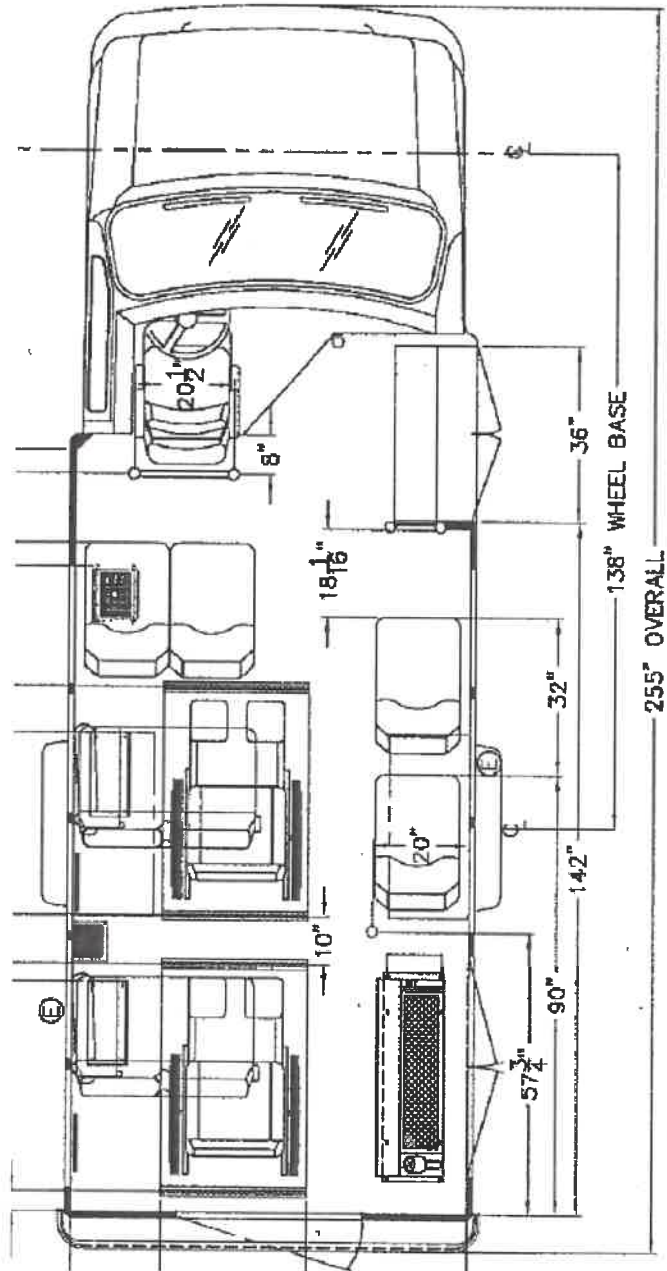
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate or such entities).
- (ii) Telecommunications of video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the Nation Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government or a covered foreign country.



REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

22. PROPOSED FLOOR PLANS

4 and 2 wheelchair spaces

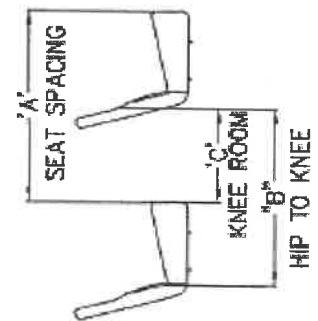
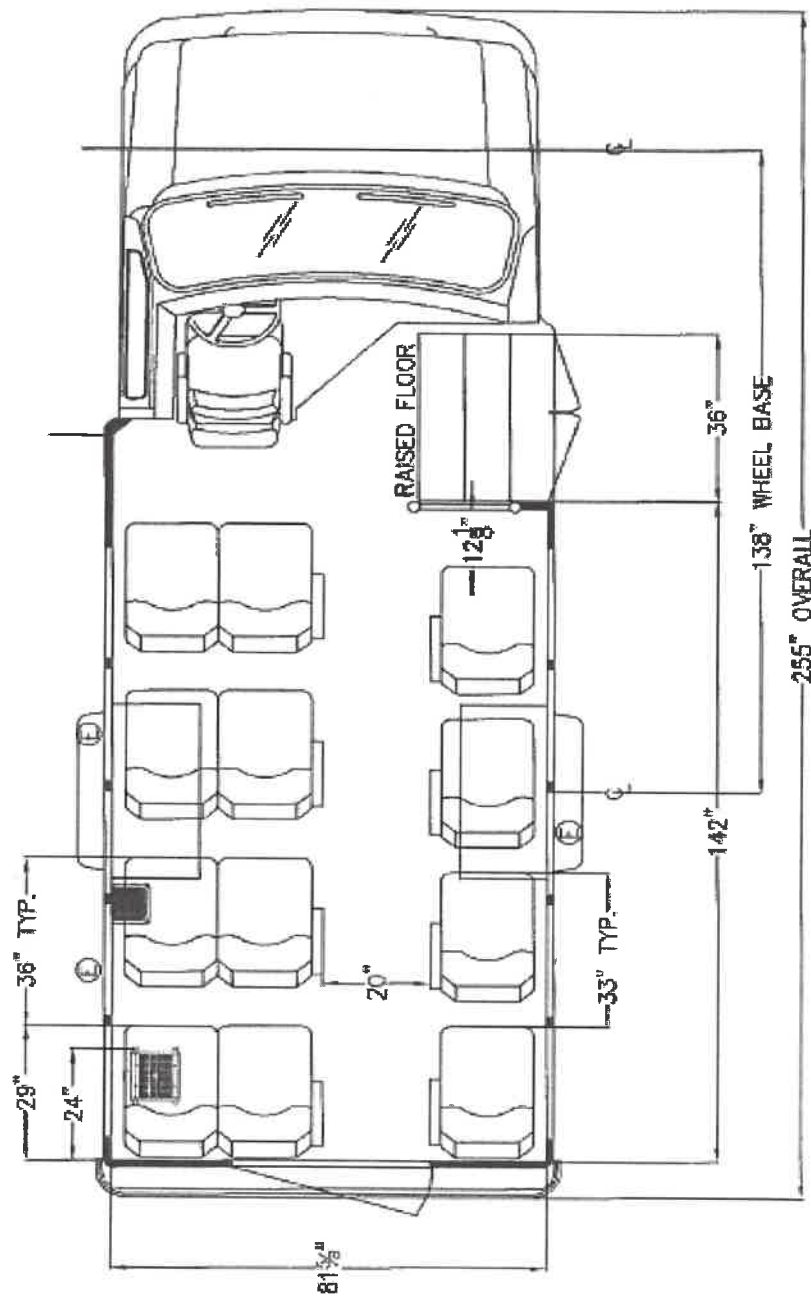


Revised 10/27/14

**REQUEST FOR QUOTATION**  
**138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle**

REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

Non-Accessible

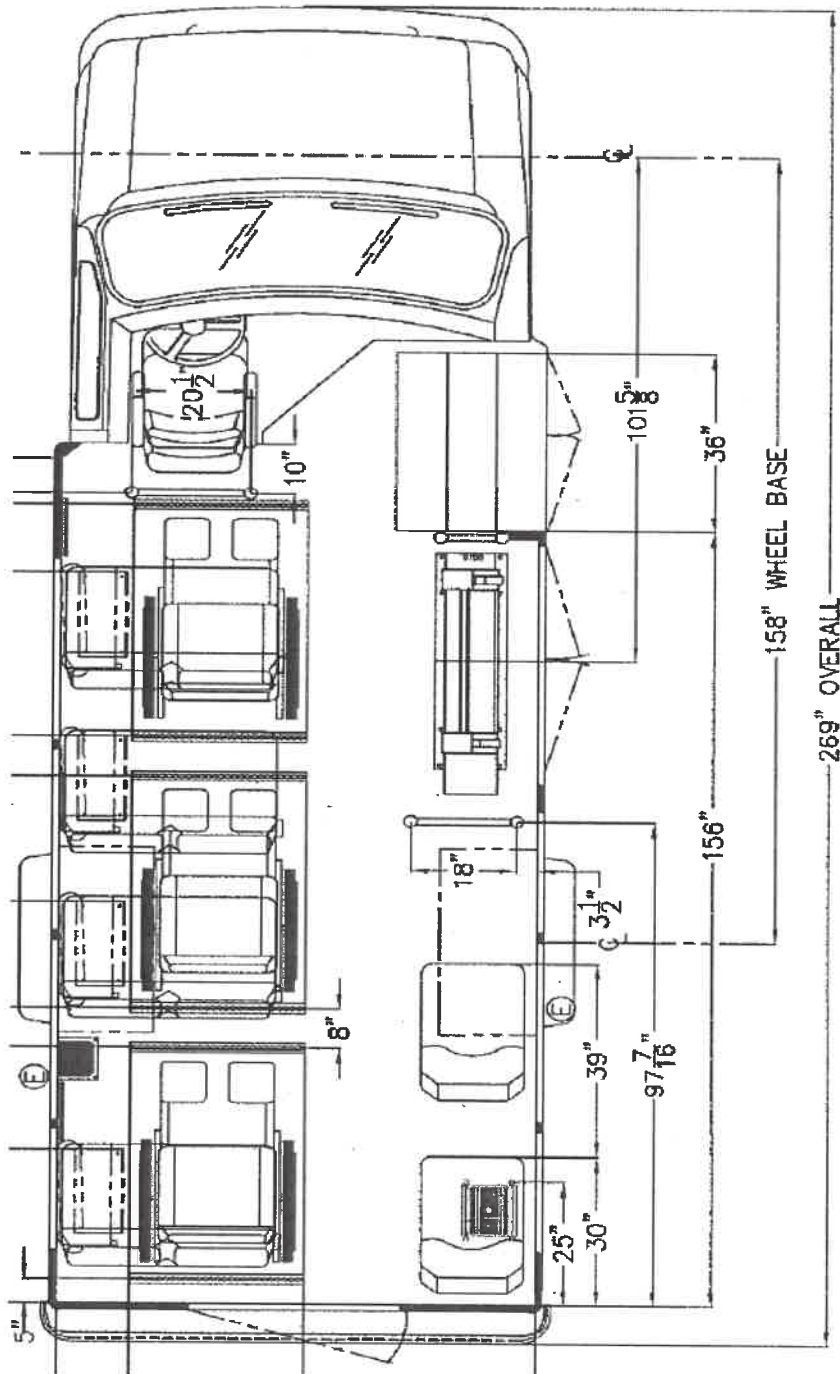


SEAT STYLE	SEAT SPACING 'A'	HIP-TO-KNEE 'B'	KNEE ROOM 'C'
MID HIGH	36"	32"	13 3/4"
MID HIGH	33"	29"	10 3/4"

Revised 10/27/14

REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

Extended Body Length



Revised 10/27/14

REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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24. **REQUIRED BID FORMS**

The following certifications must be properly **completed and furnished by the bidder as part of the bid**. Failure to submit any of these certifications **shall deem the bid non-responsive**.

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

REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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**BID FORM #1**

**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

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:** Creative Bus Sales, Inc. - Indiana

**Address:** 9365 Counselors Row, Suite 112, Indianapolis, Indiana, 46240

Contact: Matt Mashuda - Transit Bus Sales

**Telephone:** 412-922-0184

**Name:** Creative Bus Sales, Inc. - Georgia

**Address:** 1926 Hyannis Court, College Park, Georgia, 30337

Contact: Carl Henderson - Eastern Service Manager

**Telephone:** 844-374-8915

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

**Name:** Creative Bus Sales, Inc. - Indiana

**Address:** 57475 County Road, Elkhart, Indiana, 46517

**Telephone:** 877-686-9448

**Name:** Creative Bus Sales, Inc. - Parts Distribution Warehouse

**Address:** 3832 E. Roeser, Phoenix, Arizona, 85040

**Telephone:** 888-993-5040

REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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**BID FORM #2**

**CERTIFICATION FOR AIR & WATER POLLUTION  
MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

The Vendor certifies that the vehicles proposed:

**ARE   X** 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.

2-3-2023

Date



Authorized Signature

Sales Operations Manager

Title

Creative Bus Sales, Inc.

Company Name

REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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**BID FORM #3**

**DISADVANTAGED VEHICLE BUSINESS ENTERPRISE  
VENDORS/ MANUFACTURERS CERTIFICATION**


**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

**(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.

X 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.

\_\_\_\_\_ 2-3-2023  
Date

\_\_\_\_\_   
Authorized Signature

\_\_\_\_\_ Nick Corley  
Title

\_\_\_\_\_ Creative Bus Sales, Inc.  
Company Name



REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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**BID FORM #4**


**BUY AMERICA CERTIFICATION  
ROLLING STOCK  
MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

**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:

2-3-2023

Date

  
Authorized Signature

Creative Bus Sales, Inc.  
Company Name

Nick Corley  
Name

Sales Operations Manager  
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 10/27/14

REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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**BID FORM #5**

**FEDERAL MOTOR VEHICLE  
SAFETY STANDARDS CERTIFICATION**

**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

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.

2-3-2023  
Date

  
Authorized Signature

Sales Operations Manager  
Title

Creative Bus Sales, Inc.  
Company Name

REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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**BID FORM #6**  
**U.S. Comptroller's Debarment List Certification**  
**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

\_\_\_\_\_ Creative Bus Sales, Inc. \_\_\_\_\_ hereby certifies that it

\_\_\_\_\_ IS or

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

\_\_\_\_\_ 2-3-2023 \_\_\_\_\_  
Date

\_\_\_\_\_  \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ Sales Operations Manager \_\_\_\_\_  
Title

\_\_\_\_\_ Creative Bus Sales, Inc. \_\_\_\_\_  
Company Name

REQUEST FOR QUOTATION  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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**BID FORM #7**

**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**  
**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),

Creative Bus Sales, Inc. (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),

Creative Bus Sales, Inc., 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.



- Sales Operations Manager

Signature and Title of Authorized Official

REQUEST FOR QUOTATION – CRFQ DMT23\*10  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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**BID FORM #8**  
**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

***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.

2-3-2023  
Date

  
Authorized Signature

Sales Operations Manager  
Title

Creative Bus Sales, Inc.  
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.**

  X   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.

**BID FORM #9**  
**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**  
**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

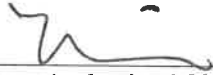
The undersigned (Vendor, Contractor) certifies, to the best of his or her knowledge and belief, that:

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) Creative Bus Sales, Inc., 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.

2-3-2023  
Date

  
Authorized Signature

Sales Operations Manager  
Title

REQUEST FOR QUOTATION – CRFQ DMT23\*10  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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**BID FORM #10**

**CERTIFICATION OF COMPLIANCE WITH FTA'S  
BUS TESTING REQUIREMENTS**

The undersigned (Vendor/Manufacturer) certifies that the vehicle offered in this procurement complies with 49 U.S.C. 5318, as amended by MAP-21, and FTA regulations, "Bus Testing," 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulations on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

2-3-2023

Date



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Authorized Signature

Sales Operations Manager

Title

Creative Bus Sales, Inc.

Company Name

REQUEST FOR QUOTATION – CRFQ DMT23\*10  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

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**DOCUMENTATION TO BE SUBMITTED WITH BID:**

**Section  
Referenced**

- ☒ 3.2 Chassis: include Load leveling System: provide product description, warranty information and product literature.
- ☒ 3.3 Engine shall be 6.8 Liter V-10 gasoline engine: provide product description, warranty information and product literature.
- ☒ 6.10 Radio: AM/FM Stereo with CD: provide product description, warranty information and product literature.
- ☒ 3.8 Transmission: provide product description, warranty information and product literature.
- ☒ 3.5 Radiator and Cooling System: provide product description, warranty information and product literature.
- ☒ 3.6 High Idle System, provide product description, warranty information and product literature.
- ☒ 4.2 Brakes: provide product description, warranty information and product literature.
- ☒ 4.0 Tilt Wheel, Cruise Control and Power Steering: provide details of water testing procedures.
- ☒ 2.16 Wheelbase: provide length of proposed wheelbase.
- ☒ 3.9.4 Rear View Back-Up Camera: provide product description, warranty information and literature.
- ☒ 4.3 Wheels: provide product description, warranty information and product literature.
- ☒ 4.4 Tires: provide product description, warranty information and product literature
- ☒ 4.5.6 Battery: provide product description, warranty information and product literature
- ☒ 4.5.5 Alternator: provide product description, warranty information and product literature
- ☒ 5.5 Front and Rear Heating and Air Conditioning: provide product description, warranty information, product literature.
- ☒ 4.8 Body Specifications: provide a description of how conversion will take place and meet the specification requirements. Provide Actual Interior height and Body length of proposed vehicle.
- ☒ 5.0 Sealant, Rustproofing and Undercoating: provide product description, warranty information and product literature.



REQUEST FOR QUOTATION – CRFQ DMT23\*10  
138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

---

- ☒ 5.1 Passenger Doors and Stepwells: Provide product description, dimensions, description of interlock system of all doors and locks to be provided.
- ☒ 5.8 Flooring: provide a description of product to be used, samples of floor covering, colors to be used and assembly process.
- ☒ 6.1 Seats, Grab Handles, Passenger restraints: provide product description, warranty information and product literature.
- ☒ 6.2 Mobility Aid/ Occupant Restraint Systems: provide product description, warranty information and product literature.
- ☒ 6.13 Training: submit letter of understanding to the terms in this Section.
- ☒ 6.8 Security Cameras System Including Playback: provide product description, warranty information and product literature.
- ☒ 7.12.2 Warranty on Complete Vehicle.
- ☒ 7.12.3 Warranty on Basic Vehicle Structure.
- ☒ 7.12.5 Warranty: warranties to be provide on subsystems and components.
- (N/A) ☒ 11.3 Complete two (2) bids in binder form –one (1) marked for DTMF-PT.
- ☒ 13.2 A Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and / or number.
- ☒ 13.2 B Proposed interior floor plans, showing detailed dimensions including the location of the wheelchair securement system.
- ☒ 13.2 C Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.
- ☒ 13.2 D Exterior Vinyl Colors: provide samples/chart of available colors.
- ☒ 13.2 H Identification of the conversion location of the van and listing of activities to take place at the location.
- ☒ 13.2 I A list of five (5) users names, addresses, emails and telephone numbers who have been provided similar equipment.
- ☒ No Debt Affidavit
- ☒ Addendum Acknowledgement



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: 1157978

Doc Description: 138" Wheelbase, Dual Rear Wheel, Narrow Body Cutaway Vehicle

Reason for Modification:

Addendum No. 1

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-01-18	2023-01-30 13:30	CRFQ 0810 DMT2300000010	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 respond to vendor technical questions, see attached.  
Bid opening date and time remain January 10, 2023 at 1:30 pm est.

No other changes.

Federal Terms and Conditions Apply

**INVOICE TO**

PUBLIC TRANSIT DIVISION  
OF  
BLDG 5 RM 663

1900 KANAWHA BLVD E  
CHARLESTON WV  
US

**SHIP TO**

PUBLIC TRANSIT DIVISION  
OF  
KANAWHA VALLEY  
REGIONAL  
TRANSPORTATION  
AUTHORITY

1550 FOURTH AVE  
CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	138" WB DRW Narrow Body Cutaway Vehicles	0.00000	EA		

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

25101502

**Extended Description:**

To establish an open ended contract for 138" WB, DRW, Narrow Body Cutaway Vehicles 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.

See attached Exhibit A Pricing page

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

1

Vendor Technical Questions Due 11:00 am est.

2023-01-16

**SOLICITATION NUMBER: CRFQ DMT23\*10**  
**Addendum Number: 1**

---

The purpose of this addendum is to modify the solicitation identified as ("CRFQ DMT23\*10") 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
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

1. To respond to vendor technical questions, see attached.
2. To change specifications, see attached.
3. Bid opening remains January 30, 2023 at 1:30 pm est.
4. No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**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 DMT23\*10**

### **138" Wheelbase, Dual Rear Wheel, Narrow Body Cutaway Vehicles**

**Question:** Will Public Transit allow the use of the FTA's Docket 90 A for the appropriate level of flammability resistance for vinyl seat upholstery be required.

**Answer:** Public Transit will require all vinyl seat upholstery to adhere to FTA's Docket A for the appropriate level of flammability resistance.

**Question:** Will Public Transit approve the Bus Textile Docket 90 collection for this seating?

**Answer:** Public Transit will accept the Bus Textile Docket 90 collection for this seating.

**Question:** Section 3.3.1 Engine, please accept the 7.3 L V10 engine as equal.

**Answer:** Public Transit will accept the 7.3 Liter V10 as equal.

**Question:** Section 3.3.1 will Public Transit accept Ford Transit T350 cutaway chassis with the 3.5 V6 Engine, producing 275 horsepower with a 136 Wheelbase and 25 gallon fuel tank?

**Answer:** Public Transit will accept the For Transit T350 cutaway chassis with the listed engine and fuel tank configuration.

**Question:** Section 3.9.4 will Public Transit accept Rosco STSK4750 back up camera, with he camera in the rear view mirror, system with monitor as approved equal?

**Answer:** Public Transit will accept this as approved equal.

**Question:** Section 3.18.1 will Public Transit accept the Glaval Universal Body Frame Construction as approved equal?

**Answer:** Public Transit will accept the Glaval Universal Body Frame Construction as approved equal.

**Question:** Section 3.24.7 states Vendor shall submit dimensioned diagram with bid? Please clarify.

**Answer:** Public Transit is asking for a not to scale diagram showing the bus seating layout with dimensions outline the size of the vehicle.

**Question:** Section 3.28.2 will Public Transit accept Gerflor Tarabus Graphite as approved flooring color for the passenger compartment? This will allow us to properly price this component, as the flooring costs vary by color. Additionally, this is our manufacturers standard color, thereby avoiding possible supply-chain component delays.  
<https://www.tarabusbygerflor.com/search.html?search=graphite>

**Answer:** Public Transit will accept this as approved equal.

**Question:** Section 3.30.4 please confirm that the 5310 stripes and logo graphics are only going to be applied to Classes A, B, C and D?

**Answer:** Public Transit is only asking that the 5310 logo and stripes to be applied to Classes A, B, C and D.

**Question:** Section 3.30.9 will Public Transit accept the rear license plate to be mounted on the rear cap, drivers side under the brake lights?

**Answer:** Public Transit will accept this mounting of the rear license plate location.

**Question:** Section 3.31.6, please accept Freedman Featherweight seats that are 17.5" wide as approved equal to the 18" specified.

**Answer:** The Freedman Featherweight seats that are 17.5" wide will be acceptable.

**Question:** Section 3.31.1, please remove the requirement for ABS Knee saver seat backs for the rear row of seats, as this option is not available on High Back Seats

**Answer:** Public Transit will remove the requirement for ABS Knee saver seat on the rear row of seats.

**Question:** Section 3.33.8 please remove the requirement for contrasting colors in this section. The Q Straint 360 tie downs specified only come in black.

**Answer:** Public Transit will remove the contrasting colors in Section 3.33.8.

**Question:** Section 3.40.5 please accept the OEM Ford radio does not have CD Player as equal.

**Answer:** Public Transit will accept the OEM Ford radio as equal, without the CD Player.

**Question:** Section 3.42.2, please accept a top hinged door with a device that holds the door in the open positions as an approved equal?

**Answer:** Public Transit will accept this request.

**Question:** Section 3.44.4 please clarify if Class D is to include the Paratransit Package as seen on the pricing page (114), or is it to have the fixed route components as stated in section 3.44.4?

**Answer:** Class D is to include the Paratransit Package as outlined on the Pricing Page.

**Question:** Section 3.44.5 are Classed, E,F,G, H, I and J to include all of the fixed route components in addition to the paratransit package components?

**Answer:** Classes E,F, G, H, I and J are to only have the fixed route packages.

**Question:** Please accept that we will provide paint and or colors, if available to match an agencies current fleet in lieu of providing a paint chart as equal.

**Answer:** This request is acceptable.

**Question:** Will Public Transit accept Ztech, Z Guard 9902 Star as approved equal for undercoating?

**Answer:** Public Transit will accept this request.

**Question:** Will Public Transit accept the undercoating process as outlined by Forest River Bus?

**Answer:** Public Transit will accept the undercoating process as outlined by Forest River.



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: 1157978

Doc Description: 138" Wheelbase, Dual Rear Wheel, Narrow Body Cutaway Vehicle

Reason for Modification:

Addendum No. 2

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-01-23	2023-02-06 13:30	CRFQ 0810 DMT2300000010	3

**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. 2

To respond to additional vendor technical questions received, see attached.  
To move did opening date and time to February 6,, 2023 at 1:30 pm est.

No other changes.

Federal Terms and Conditions Apply

**INVOICE TO**

PUBLIC TRANSIT DIVISION  
OF  
BLDG 5 RM 663

1900 KANAWHA BLVD E  
CHARLESTON WV  
US

**SHIP TO**

PUBLIC TRANSIT DIVISION  
OF  
KANAWHA VALLEY  
REGIONAL  
TRANSPORTATION  
AUTHORITY

1550 FOURTH AVE  
CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	138" WB DRW Narrow Body Cutaway Vehicles	0.00000	EA		

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

25101502

**Extended Description:**

To establish an open ended contract for 138" WB, DRW, Narrow Body Cutaway Vehicles 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.

See attached Exhibit A Pricing page

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due 11:00 am est.	2023-01-16

## SOLICITATION NUMBER: CRFQ DMT23\*10

### Addendum Number: 2

---

The purpose of this addendum is to modify the solicitation identified as ("CRFQ DMT23\*10") 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
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

#### Description of Modification to Solicitation:

1. To respond to additional vendor technical questions, see attached.
2. To change specifications, see attached.
3. To move bid opening February 6, 2023 at 1:30 pm est.
4. No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### 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\*10**

### **138" Wheelbase, Narrow Body Cutaway Vehicle**

**Question:** Section 3.4.1 please accept fueling from the street side only.

**Answer:** Public Transit will accept fueling from the street side.

**Question:** Section 3.15.1 please accept that all wiring will be at least 18 gauge.

**Answer:** Public Transit will accept 18-gauge wiring.

**Question:** Section 3.16.18, please accept that the OEM Cigarette lighter is not available option.

**Answer:** Public Transit understands that OEM Cigarette lighters is not available option and will remove this requirement.

**Question:** Section 3.18.11, please clarify or delete what you are looking for when you mention that the front cap shall have extra framed supports from the side of the passenger entrance door to the floor?

**Answer:** Public Transit is seeking a floor to front bulkhead stanchion that will give passengers additional support to get into and out of the vehicle.

**Question:** Section 3.18.26, please accept that 2-sided adhesive tape is used in some areas but is not the only thing utilized. Adhesives, and mechanical fasteners are also used.

**Answer:** Public Transit understands that in some instances 2-sides adhesive tape is used and will allow it as long as this tape isn't the only thing used.

**Question:** Section 3.21.3 please accept that the riser height is 9.75" on the narrow body bus.

**Answer:** Public Transit will accept the riser height of 9.75" on the Narrow Body Bus.

**Question:** Section 3.21.10 please accept that the standard driver door running board height will be about 14 to 15 inches from the ground.

**Answer:** Public Transit understand that the running board on the driver door will be between 14 and 15 inches from the ground and is acceptable.

**Question:** Section 3.23.1 please accept the Braun Century lift for 1,000 lbs. capacity as equal since the Millennium series does not offer a 1,000 lb. capacity lift.

**Answer:** Public Transit will accept the Braun Century lift with a 1,000 lb. lift capacity as equal.

**Question:** Section 3.23.7 requires that the wheelchair platform protrude no more than 14" into the vehicle, please accept that the Bran Century 1,000 lb. lift will protrude 18" into the vehicle.

**Answer:** Public Transit understands and accepts this request.

**Question:** Section 3.23.10, please accept that one light that meets ADA requirement for illumination of the ground.

**Answer:** Public Transit will accept the one light as long as it meets ADA requirements.

**Question:** Section 3.25.2.3 please accept that the two oversized fans are 10" fans rated at 62 BTUs per hour.

**Answer:** Public Transit will accept this request.

**Question:** Section 3.30.11.9, please clarify if you mean interior or exterior? Will you please accept smaller letters if there is not enough room?

**Answer:** Public Transit will accept the exterior letter to be a little smaller if there isn't enough room. This Section refers to the exterior lettering.

**Question:** Section 3.31.8 please clarify the armrest position, aisle only, aisle and middle?

**Answer:** Public Transit is asking for flip up armrests to be installed on the aisle side only.

**Question:** Section 3.33.15 please accept that non-anodized aluminum L-Track from Q-straint as this is standard.

**Answer:** Public Transit accepts that the L-Track is non-anodized aluminum.

**Question:** Section 3.38.4 please clarify or delete what passenger assists you are requiring to be located behind the rearmost seats.

**Answer:** This is a clerical error and is to be omitted.

**Question:** Section 3.40.3 please clarify or delete this section mentions that a power wire is not necessary at this seems to conflict with the last sentence is section 3.40.2

**Answer:** Please disregard Section 3.40.3.

**Question:** Fixed route package, please accept the dimensions of Transign Destinator System from previous bid (176"-190" WB. The dimension is 12" X 112" Front and 12' X 80" side.

**Answer:** Public Transit will accept this request.

**Question:** Will Public Transit allow the 4.3L V6 engine (276hp/298 lbs. ft torque, with 8 speed automatic transmission?

**Answer:** Public Transit will allow this request.

**Question:** Would Public Transit consider allowing a set back entrance door with co-pilot seat deleted? A storage rack will be added for operator convenience.

**Answer:** Public Transit will allow this request.

**Question:** Eldorado body construction, like Glaval does not include roll bars but meet FMVSS for rollover protection. Please approve Eldorado standard body construction used to met all applicable testing and certification requirements.

**Answer:** Public Transit will accept Eldorado's body construction.

**Question:** Section 3.23.10, Please accept two lights mounted directly on the lift, an overhead light on the interior and a skirt mounted light on the exterior, together they fully meet ADA illumination standards.

**Answer:** Public Transit will accept this request.

**Question:** Please accept GerFlor as approved equal.

**Answer:** Public Transit will accept GerFlor as equal.

**Question:** Section 3.30.11.8 Please accept decal lettering of 1.5" instead of 4".

**Answer:** Public Transit will accept this request.



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

<b>Proc Folder:</b> 1157978			<b>Reason for Modification:</b> Addendum No. 3
<b>Doc Description:</b> 138" Wheelbase, Dual Rear Wheel, Narrow Body Cutaway Vehicle			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-01-27	2023-02-06 13:30	CRFQ 0810 DMT2300000010	4

**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. 3

To attached Exhibit B, C, & D that were inadvertently omitted from the original CRFQ.

Bid opening remains February 6,, 2023 at 1:30 pm est.

No other changes.

Federal Terms and Conditions Apply

**INVOICE TO**

PUBLIC TRANSIT DIVISION  
OF  
BLDG 5 RM 663

1900 KANAWHA BLVD E  
CHARLESTON WV  
US

**SHIP TO**

PUBLIC TRANSIT DIVISION  
OF  
KANAWHA VALLEY  
REGIONAL  
TRANSPORTATION  
AUTHORITY

1550 FOURTH AVE  
CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	138" WB DRW Narrow Body Cutaway Vehicles	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502			

**Extended Description:**

To establish an open ended contract for 138" WB, DRW, Narrow Body Cutaway Vehicles 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.

See attached Exhibit A Pricing page

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due 11:00 am est.	2023-01-16



	Document Phase	Document Description	Page 3
DMT2300000010	Draft	138" Wheelbase, Dual Rear Wheel, Narrow Body Cutaway Vehicle	

### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# **SOLICITATION NUMBER: CRFQ DMT2300000009**

## **Addendum Number: 2**

The purpose of this addendum is to modify the solicitation identified as CRFQ DMT2200000009 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 move bid opening date and time January 12, 2023, at 1:30 pm est.
2. To respond to vendor technical questions, see attached.
3. To change specifications, see attached.
4. 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.

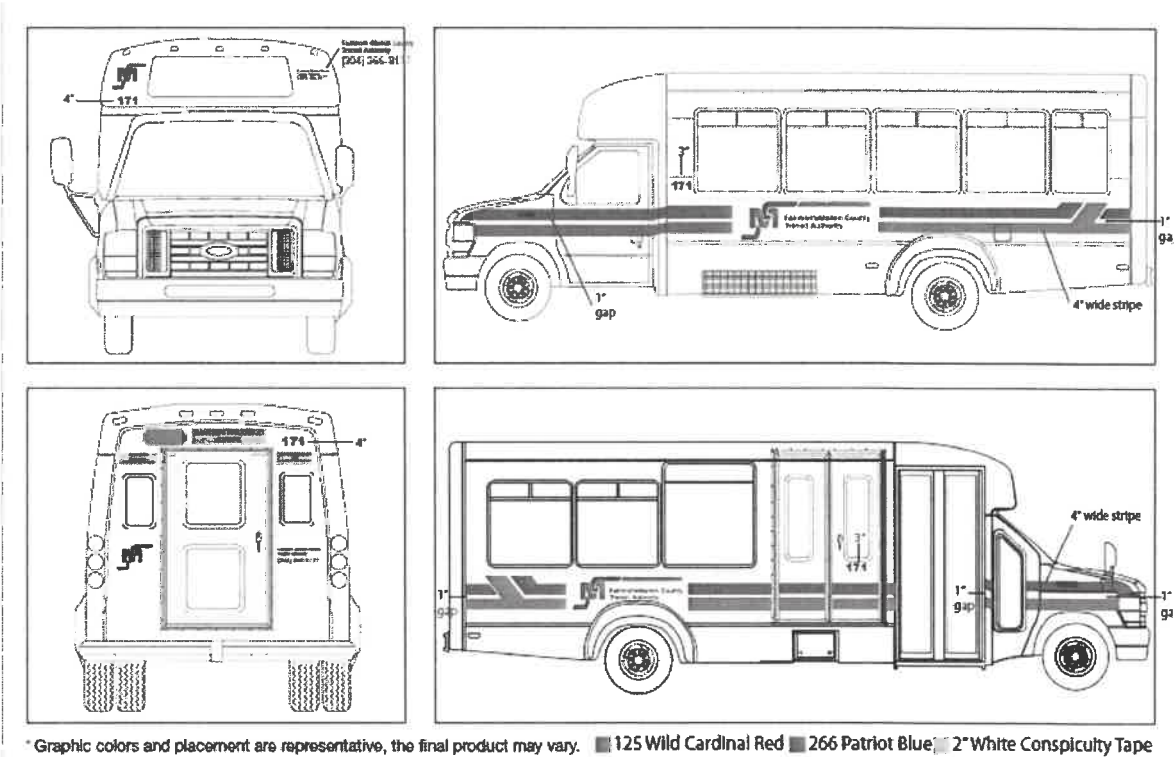
## EXHIBIT B, VINYL LOGOS AND STRIPES

CENTRA



EXHIBIT B, VINYL LOGOS AND STRIPES

Fairmont-Marion County Transit Authority



## 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



Top rail 1.875" wide  
white stripes are white paint



Decals on the windows are non-reflective 1-way vision except for the green/blue/white KRT logos blue stripes are opaque reflective decals, standard top rail blue is reflective decal

Rear window phone  
white reflective  
decal is 66.25" x 3.5"

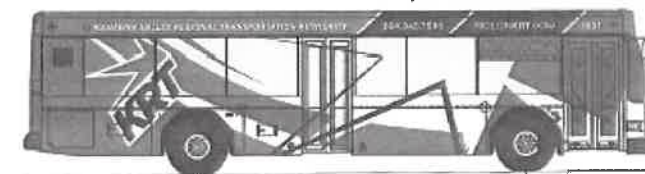


Rear KRT reflective logo is 24" x 21.875"  
Rear bus number is blue reflective 6.25" height

KANAWHA white reflective decals are 17.5" x 4.5"

Side window white reflective  
decals are 54.75" x 5"  
phone is 42" x 4.875"

Side bus numbers are white reflective 6" height  
Hakelco Move Cardstock Blvd



Front KRT reflective logo is 7.3" x 16.25"

CHARLESTON, WY

PAINT (Axalta)

DECALS

Approval & Acceptance

(B) Low Floor, 95 inch by 102 inches  
Serial Numbers: 188534 - 188541  
Bus Numbers: 1801 - 1800

Graphics, printing and drawings (1/1/2017)  
any for standard representation of optional drawing details.  
Approved: Plant 5.20.18

Env: 1846679-460

White 735083-EX  
Green 832135-EX  
Black Gloss N0001-EX  
Safety White Aerovee #507 - Hubs  
Cameras painted to match scheme

Paint chip to cust: ☐ Yes ☒ NO  
Sales Eng: CC Dale sent: NA  
Approved: ☒ Yes ☐ NO  
Paint Stand: ☒ Yes ☐ NO  
Hard ☒ Soft ☐

White Reflective-680CR-10  
Light Blue Reflective-680CR-78

The green in the KRT logos are  
customized on 680CR  
color matching the green paint  
Green K32135-EX  
The blue in the logo is:  
Light Blue Reflective-680CR-78



Approved by: Thomas Hartley

Title: Plant General Manager

For: KVRT

Date: 11/25/17

Rev: 3 Date: 11-17-17

PCO: \_\_\_\_\_

## EXHIBIT C, EXAMPLES OF PAINT SCHEMES

### Eastern Panhandle Transit Authority

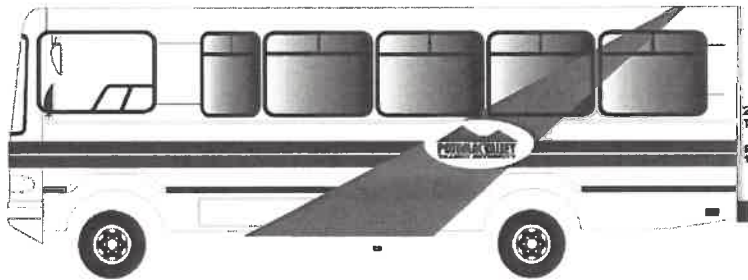


# EXHIBIT C, EXAMPLES OF PAINT SCHEMES

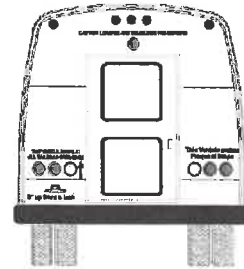
## Potomac Valley Transit Authority

Paint Scheme form

Unit # \_\_\_\_\_



Sales: Jamie Lipka  
CC: Rebecca Tyack



2" Conspicuity Tape



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



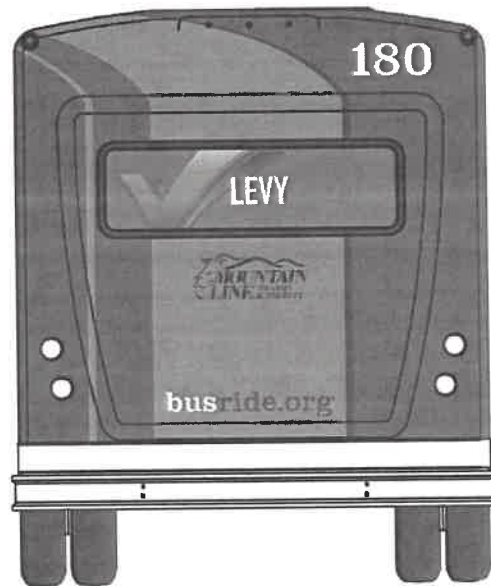
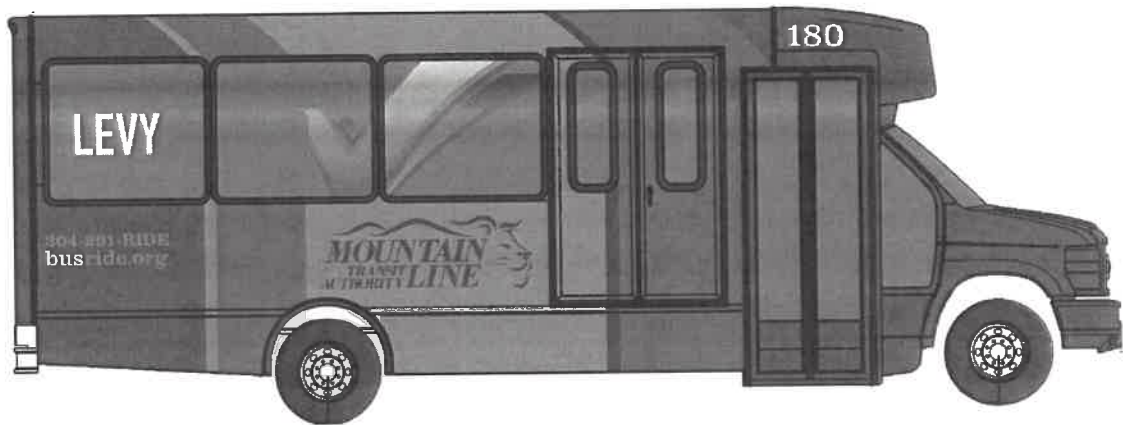
## EXHIBIT C, EXAMPLES OF PAINT SCHEMES

### Tri-River Transit



## EXHIBIT C, EXAMPLES OF PAINT SCHEMES

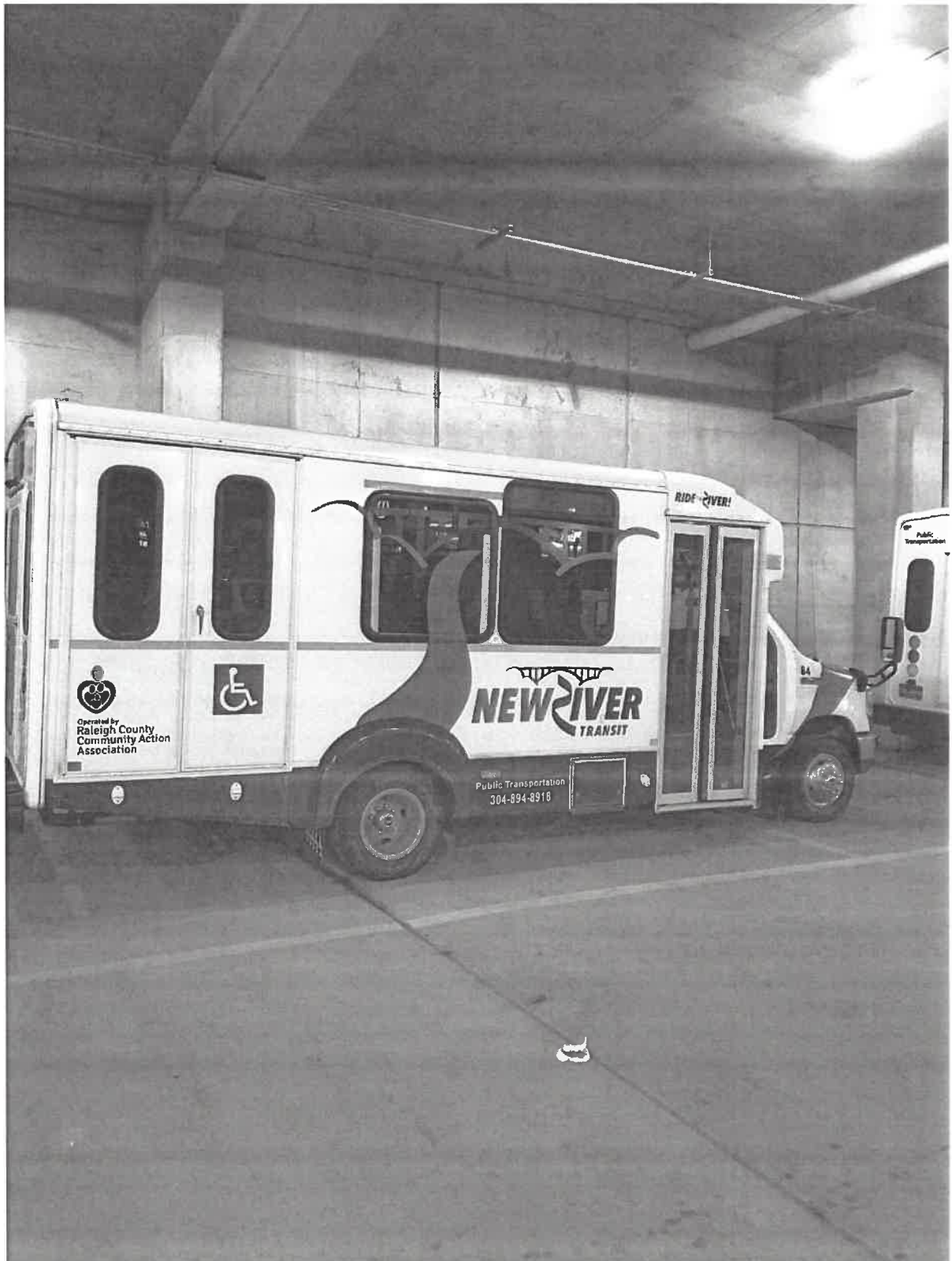
### Mountain Line Transit Authority





## EXHIBIT C, EXAMPLES OF PAINT SCHEMES

### New River Transit



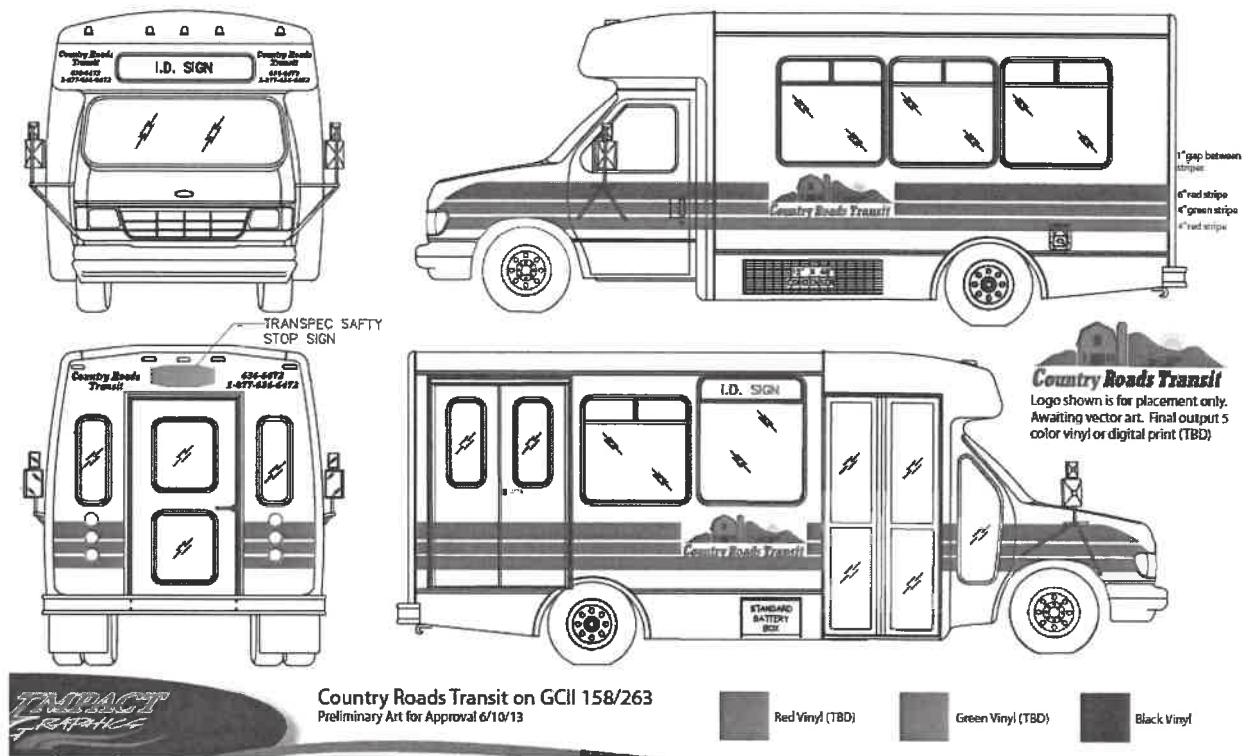
# EXHIBIT C, EXAMPLES OF PAINT SCHEMES

## Mountain Transit Authority

### Paint Scheme Mountain Transit Authority

NOTES:  
1. REFER AND ADJUST TO DESIGN & 1/2" BELOW VENTILATOR

Rev	001	002	003	004	005	006	007	008	009	010	011	012	013	014	015	016	017	018	019	020	021	022	023	024	025	026	027	028	029	030	031	032	033	034	035	036	037	038	039	040	041	042	043	044	045	046	047	048	049	050	051	052	053	054	055	056	057	058	059	060	061	062	063	064	065	066	067	068	069	070	071	072	073	074	075	076	077	078	079	080	081	082	083	084	085	086	087	088	089	090	091	092	093	094	095	096	097	098	099	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	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### 5310 Logo and Striping Example





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:** 1157978

**Doc Description:** 138" Wheelbase, Dual Rear Wheel, Narrow Body Cutaway Vehicle

**Reason for Modification:**

Addendum No. 4

**Proc Type:** Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-01-30	2023-02-14 13:30	CRFQ 0810 DMT2300000010	5

**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. 4

To respond to vendor question and change specifications, see attached

To move bid opening date and time to February 14, 2023 at 1:30 pm est.

No other changes.

Federal Terms and Conditions Apply

**INVOICE TO**PUBLIC 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	138" WB DRW Narrow Body Cutaway Vehicles	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502			

**Extended Description:**

To establish an open ended contract for 138" WB, DRW, Narrow Body Cutaway Vehicles 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.

See attached Exhibit A Pricing page

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due 11:00 am est.	2023-01-16

**SOLICITATION NUMBER: CRFQ DMT23\*10**  
**Addendum Number: 4**

---

The purpose of this addendum is to modify the solicitation identified as ("CRFQ DMT23\*10") 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
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

1. No respond to vendor technical question, see attached.
2. To change specifications, see attached.
3. To move bid opening date & time to February 14, 2023, at 1:30 pm est.
4. No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**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\*10**

### **138" Wheelbase, Narrow Body Cutaway Vehicle**

**Question:** For clarification purposes, in addendum #2, it was approved to allow the 4.3L V6 Engine. The 4.3L Chassis for this vehicle is not available in a Dual Rear Wheel configuration. The Chassis for the 4.3L is a light chassis of 9,900 lbs. GVWR and normally used for school buses. This changes the specifications; will Public Transit allow this?

**Answer:** Public Transit is seeking a 138" Wheelbase, narrow body cutaway vehicle with dual rear wheels. Public Transit will not allow the 4.3L V6 if the Chassis isn't available to be dual rear wheels from the manufacturer.





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

<b>Proc Folder:</b> 1157978			<b>Reason for Modification:</b> Addendum No. 5
<b>Doc Description:</b> 138" Wheelbase, Dual Rear Wheel, Narrow Body Cutaway Vehicle			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-02-07	2023-02-14 13:30	CRFQ 0810 DMT2300000010	6

**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

<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>
-------------------------------	--------------	-------------

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

**ADDITIONAL INFORMATION**

Addendum No. 5

To respond to vendor question and change specifications, see attached

Bid opening remains February 14, 2023 at 1:30 pm est.

No other changes.

Federal Terms and Conditions Apply

**INVOICE TO**

PUBLIC TRANSIT DIVISION  
OF  
BLDG 5 RM 663

1900 KANAWHA BLVD E  
CHARLESTON WV  
US

**SHIP TO**

PUBLIC TRANSIT DIVISION  
OF  
KANAWHA VALLEY  
REGIONAL  
TRANSPORTATION  
AUTHORITY

1550 FOURTH AVE  
CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	138" WB DRW Narrow Body Cutaway Vehicles	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502			

**Extended Description:**

To establish an open ended contract for 138" WB, DRW, Narrow Body Cutaway Vehicles 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.

See attached Exhibit A Pricing page

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due 11:00 am est.	2023-01-16

	Document Phase	Document Description	Page 3
DMT2300000010	Final	138" Wheelbase, Dual Rear Wheel, Narrow Body Cutaway Vehicle	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

<b>Proc Folder:</b> 1157978			<b>Reason for Modification:</b> Addendum #6
<b>Doc Description:</b> 138" Wheelbase, Dual Rear Wheel, Narrow Body Cutaway Vehicle			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-02-07	2023-02-14 13:30	CRFQ 0810 DMT2300000010	7

**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

<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

Addendum No. 6

To attach the documents that were not posted with addendum 5, see attached.

To respond to vendor question and change specifications, see attached

Bid opening remains February 14, 2023 at 1:30 pm est.

No other changes.

Federal Terms and Conditions Apply

**INVOICE TO**

PUBLIC TRANSIT DIVISION  
OF  
BLDG 5 RM 663

1900 KANAWHA BLVD E  
CHARLESTON WV  
US

**SHIP TO**

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AUTHORITY  
1550 FOURTH AVE  
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US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	138" WB DRW Narrow Body Cutaway Vehicles	0.00000	EA		

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

25101502

**Extended Description:**

To establish an open ended contract for 138" WB, DRW, Narrow Body Cutaway Vehicles 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.

See attached Exhibit A Pricing page

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due 11:00 am est.	2023-01-16

# SOLICITATION NUMBER: CRFQ DMT23\*10

## Addendum Number: 6

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The purpose of this addendum is to modify the solicitation identified as (“CRFQ DMT23\*10”) 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.
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

1. No respond to vendor technical question, see attached.
2. To change specifications, see attached.
3. To move bid opening date & time to February 14, 2023, at 1:30 pm est.
4. No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**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\*10**

### **138" Wheelbase, Narrow Body Cutaway Vehicle**

**Question:** Dual Rear Wheel Ford Transit chassis, as the specifications were originally written around, is offered with two powertrains. The base engine is a naturally aspirated 3.5-liter V-6 that provides 275 horsepower and 262 pound-feet of torque. There's also a turbocharged 3.5-liter V-6 available that generates 310 horsepower and 410 pound-feet of torque. Both engines are paired with a 10-speed automatic transmission. Will Public Transit allow these DRW chassis' to be considered as approved equals?

**Answer:** Public Transit will allow these DRW chassis' to be approved equals.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DMT23\*10**

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

\_\_\_\_\_  
Creative Bus Sales, Inc.

Company

\_\_\_\_\_  


Authorized Signature

\_\_\_\_\_  
2-8-2023

Date

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



**Exhibit A - CRFQ DMT23\*10**  
**138" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle**

CLASS	ITEM DESCRIPTION	UNIT PRICE PER VEHICLE
A	Vehicle Non-Accessible / Paratransit Package	\$107,650.00
B	Vehicle with One Wheelchair (WC) Positions/ Paratransit Package	\$121,552.00
C	Vehicle with Two Wheelchair (WC) Position / Paratransit Package	\$123,507.00
D	Vehicle/Extended Length/ Front Lift / 3 WC Positions, Paratransit Package	\$127,965.00
E	Vehicle/ One Wheelchair (WC)/ Fixed Route Package	\$129,186.00
F	Vehicle/Two WC / Fixed Route Package	\$131,230.00
G	Vehicle/ Extended Length / Front Lift / Three Wheelchair Positions/ Fixed Route Package	\$135,741.00
H	Vehicle/ One WC Position / Fixed Route Package / Full Bus Paint or 3/4 Bus Body Paint, Expanded Graphics	\$133,286.00
I	Vehicle / 2 WC Positions / Fixed Route Package / Full Bus Paint or 3/4 Bus Body Paint, Expanded Graphics	\$135,330.00
J	Vehicle / Extended Length / Fixed Route Package / Front Lift / Three WC Positions/ Full Bus Paint or 3/4 Bus Body Paint, Expanded Graphics,	\$140,441.00
AA	Option On-Board Automatic Audio-Visual LED Display Voice Announcement System	\$6,600.00

*\*Complete form provided.*

*\*Please note these are only estimated quantities and do not reflect any guarantee of purchase.*

*\*The DPT may purchase more or less as needed.*

*\*Please do not alter pricing page.*