



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

# State of West Virginia Purchase Order

Order Date: 04-09-2024

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

<b>Order Number:</b>	CPO 0618 0618 BVH2400000003 1	<b>Procurement Folder:</b>	1370316
<b>Document Name:</b>	one time purchase of handicap bus	<b>Reason for Modification:</b>	
<b>Document Description:</b>	One-Time Purchase of Handicap Accessible Bus		
<b>Procurement Type:</b>	Central Purchase Order		
<b>Buyer Name:</b>	David H Pauline		
<b>Telephone:</b>	304-558-0067		
<b>Email:</b>	david.h.pauline@wv.gov		
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	

VENDOR				DEPARTMENT CONTACT	
<b>Vendor Customer Code:</b>	000000109546			<b>Requestor Name:</b>	Joseph J Crutcher
WESTERN RESERVE COACH SALES INC				<b>Requestor Phone:</b>	304-769-1027
12347 MARLBORO AVE NE				<b>Requestor Email:</b>	joseph.j.crutcher@wv.gov
ALLIANCE		OH	44601		
US					
<b>Vendor Contact Phone:</b>	999-999-9999	<b>Extension:</b>			
<b>Discount Details:</b>					
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>		
#1	No	0.0000	0		
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

**24**  
 FILE LOCATION \_\_\_\_\_

INVOICE TO	SHIP TO
WEST VIRGINIA VETERANS HOME 512 WATER ST  BARBOURSVILLE WV 25504 US	WEST VIRGINIA VETERANS HOME 512 WATER ST  BARBOURSVILLE WV 25504 US

4422460

**Total Order Amount:** \$119,377.00

Purchasing Division's File Copy

<b>PURCHASING DIVISION AUTHORIZATION</b> DATE: 4-12-24 ELECTRONIC SIGNATURE ON FILE	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> DATE: 4/17/2024 ELECTRONIC SIGNATURE ON FILE	<b>ENCUMBRANCE CERTIFICATION</b> DATE: 4-17-24 ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

The Vendor, Western Reserve Coach Sales, Inc., agrees to enter into this one-time purchase contract with the Agency, West Virginia Veterans Home, to provide a Handicap Accessible Bus for the West Virginia Veterans Home located at 512 Water St. Barboursville, WV 25504, per the bid requirements, terms, conditions, specifications, Addendum No. 1 issued 02/20/2024, and the vendor's bid dated 02/27/2024 all incorporated herein by reference and made apart of hereof. See attached documents.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	25101500	1.00000	LS	119377.000000	119377.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Handicap Accessible Bus

**Extended Description:**

Handicap Accessible Bus

## 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 \_\_\_\_\_. 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 \_\_\_\_\_ 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.

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 cancellation, 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: \$500,000 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.

**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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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.

**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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

(Address) 3153 Lamb Ave, Columbus, OH 43219

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

(email address) adam@buyabus.net

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.*

Bus Service Incorporated

(Company) 

(Signature of Authorized Representative)  
Adam Prestifilippo / National Sales Manager / 2/21/2024

(Printed Name and Title of Authorized Representative) (Date)  
(614) 471-2877 / (614) 471-8801

(Phone Number) (Fax Number)  
adam@buyabus.net

(Email Address)



REQUEST FOR QUOTATION \_ CRFQ BVH24\*01  
[Handicap Accessible Bus]

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Veterans Home to establish a contract for the one time purchase of Handicap Accessible Bus with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment.

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 purchase and 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 2023 or current year vehicle to the West Virginia Veterans Home.

**THIS PROCUREMENT MAY BE FUNDED IN WHOLE OR PART BY FEDERAL FUNDS. PLEASE SEE ATTACHMENT 1: PROVISIONS FOR FEDERALLY FUNDED PROCUREMENTS.**

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Contract Item”** means handicap accessible bus as more fully described by these specifications.

2.2 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.3 **“Four Wheel Drive”** means a transmission system which provides power directly to all four wheels of a vehicle.

2.4 **“WVVH”** means the West Virginia Veterans Home.

2.5 **“DVA”** means Department of Veterans Assistance.

2.6 **“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.

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[Handicap Accessible Bus]

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- 2.7 “**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 “**QVM**” means Qualified Vehicle Manufacturer.
- 2.11 “**Vendor Name**” means the company name of the vendor who will be supplying the contract item(s) to the West Virginia Veterans Home.
- 2.12 “**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.
- 2.13 “**Wheelbase**” means the distance from the centerline of the front axle to the centerline of the rear axle. Minimum of 158”.
- 2.14 “**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.
- 2.15 “**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.
- 2.16 “**Fireproof**” means materials that will not burn or melt at temperatures less than 2,000 degrees Fahrenheit.
- 2.17 “**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.
- 2.18 “**SAE**” means Society of Automotive Engineers

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- 2.19 “FMVSS” means Federal Motor Vehicle Safety Standards
- 2.20 “EPA” means Environmental Protection Agency
- 2.21 “DMV” means Division of Motor Vehicles, State of West Virginia
- 2.22 “ADA” means Americans with Disabilities Act of 1990 including applicable federal regulations issued pursuant to the Act and in effect at the time production of the vehicle commences.
- 2.23 “DBA” means the decibel scale A weight to measure upper middle frequencies over time that can impact hearing loss.
- 2.24 “RPM” means Revolutions per minute.
- 2.25 “HP” means the power of an engine measured in terms of a unit of power equal to 550-foot pounds per second.
- 2.26 “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.

**3. GENERAL REQUIREMENTS:**

**3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

- 3.1.1 **Legal Requirements** – The vehicle shall meet all applicable FMVSS, DMV, ADA, and federal and state regulations in effect at the date of purchase. 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.
- 3.1.2 Warranty to become effective on the first day, after the date of final acceptance of the vehicle by the WVH.
- 3.1.3 **Exhaust Emissions Control Requirements:** The vehicle shall comply with all federal and state requirements applicable to the year of manufacture.

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**3.2 Chassis**

**3.2.1** Chassis shall be the OEM's original wheelbase. Chassis extensions behind the rear axles to support the body shall be in accordance with OEM's recommended practices.

**3.2.2** Two ambulance style cooling ports installed on the hood.

**3.3 Engine/Exhaust System**

**3.3.1** Engine shall have a minimum of 362 horsepower, gasoline engine.

**3.3.2** Exhaust must be routed to the streetside.

**3.4 Fuel System**

**3.4.1** Vehicle shall have a locking fuel door with two keys provided.

**3.5 High Idle System**

**3.5.1** Vehicle must have a high-idle system to ensure battery charging under heavy demand when the vehicle is stationary and the emergency brake is applied. The fast idle switch will automatically disengage when the vehicle is placed in forward or reverse gears.

**3.6 Engine Oil Cooler**

**3.6.1** An OEM oil cooler must be installed on the provided vehicle.

**3.7 Transmission**

**3.7.1** Transmission must be a six-speed automatic at minimum.

**3.7.2** 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 Suspension**

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**3.8.1** Suspension system shall provide the low, unsprung 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 before the vehicle is delivered. Vendor shall supply a statement of completion verifying that alignment was completed with warranty information.

**3.9 Audible Alarms/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/buzzer shall be provided for rear emergency exit door, emergency exit windows and non-ambulatory wheelchair lift door.

**3.10 Front Axle and Steering**

**3.10.1** 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 shall be power assisted.

**3.10.2** With the vehicle stationery 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.

**3.10.3** OEM tilt-wheel, or adjustable steering column, with cruise control is required.

**3.11 Brakes**

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

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3.11.2 Emergency parking brakes shall be equipped on the driveline or rear brakes.

**3.12 Wheels**

3.12.1 Vehicle shall be delivered with wheels compatible with the suspension.

**3.13 Tires**

3.13.1 Vehicles shall be equipped with seven (six regular and one regular sized spare) steel belted radial tires. Each inner dual rear wheel shall come with an air valve extender.

3.13.2 The spare wheel and tire shall be sized the same as the ones attached to the vehicle and shall be shipped secured in the body of the vehicle.

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

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

**3.14 Instruments And Controls:** The following instruments shall be provided.

3.14.1 Speedometer with recording odometer

3.14.2 Ammeter or voltmeter gauge

3.14.3 Low-charge warning light

3.14.4 Oil pressure gauge

3.14.5 Fuel tank level gauge

3.14.6 Engine temperature gauge

3.14.7 Headlight on indicator and headlight high beam indicator

3.14.8 Directional signal and flasher action light

3.14.9 Parking Brake Indicator

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**3.14.10** Separate switches and temperature controls for rear passenger compartment heater and air conditioner.

**3.14.11** Separate switch and temperature controls for driver's heater, defroster and air conditioner.

**3.14.12** Three speed electric windshield wipers with high, low, and intermittent speeds and may be panel or column mounted.

**3.14.13** Passenger compartment lights

**3.14.14** Tilt Steering Wheel

**3.14.15** Cruise Control

**3.14.16** Emergency flasher control facing driver and clearly visible.

**3.14.17** Master exterior light switch and auxiliary switches, if necessary, for any clearance or marker lights.

**3.14.18** Driver air bag

**3.15 Electrical Fuses/Circuit Breakers**

**3.15.1** The distribution panel access door shall be side or bottom hinged and contain a readily visible circuit diagram of the electrical services.

**3.16 Exterior**

**3.16.1** The Department of Veterans Assistance emblem shall be applied to both sides of the vehicle by the vendor prior to delivery. The emblem is provided in Exhibit B.

**3.16.2** The emblem shall be fade, chip, and peel-resistant: NO painted signs, decals or pressure sensitive appliques.

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

**3.17 Undercoating And Rustproofing**

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3.17.1 All exposed floor seams shall be sealed with an industrial grade butyl sealant or equivalent which conforms to ASTM C920. The entire surface of the 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.

**3.18 Doors - Access and Entrance/Exit**

3.18.1 The bus must have a powered side entry door at least 36" in width.

3.18.2 A key switch for the electric door entry must be installed.

3.18.3 Side entry doorsteps must have step nosing with yellow abrasive tread.

3.18.4 An interlocking system such as Intermotive Gateway, ILIS, or equal, shall be provided which renders the door inoperative unless the transmission shift lever is in the "park" position. Once the door is closed and the vehicle is placed in drive, the interlocking system will disengage.

3.18.5 Double wheelchair doors with one (1) window each must be installed.

3.18.6 A drip rail must be installed at the top of the wheelchair lift doors.

3.18.7 Driver side door must have a diamond plated running board.

**3.19 Bumpers / Fenders and Molding**

3.19.1 Bumpers must be energy absorbing.

**3.20 Wheelchair Lift**

3.20.1 Wheelchair lift must be at least 46"x34"x51" in dimension.

3.20.2 Wheelchair lift must be rated for at least 800lbs.

3.20.3 Wheelchair lift must be installed in the rear of the passenger side of the bus.



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**3.21 Heating And Air Conditioning**

- 3.21.1 Bus must be equipped with both a front and rear Air Conditioning and heating system.
- 3.21.2 The A/C must be a minimum of 70k BTU for both the front and rear systems.
- 3.21.3 The rear heater must be a minimum of 65k BTU.
- 3.21.4 The front heater must be a minimum of 35k BTU.

**3.22 Interior Lighting**

- 3.22.1 All interior lighting must be LED.
- 3.22.2 At least one (1) LED light must be provided for the wheelchair lift.

**3.23 Exterior Lighting**

- 3.23.1 At least one (1) exterior hooded LED must be provided for the wheelchair lift at the entry door.
- 3.23.2 At least one (1) exterior hooded LED light below the lift.
- 3.23.3 Rear hazard lights must flash when wheelchair lift is operating.
- 3.23.4 At least one (1) LED license plate light.
- 3.23.5 Bus must have running/daytime lights.

**3.24 Floor And Floor Covering**

- 3.24.1 Floor must be a rubber mat, non-skid throughout the bus.
- 3.24.2 Stepwell in the bus must be stainless steel.

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**3.25 Seating**

- 3.25.1 All seat belts must be fitted with 12" seat belt extensions.
- 3.25.2 The bus must seat at least 14 passengers with two of those seats being exclusively reserved for wheelchair passengers.
- 3.25.3 The two wheelchair exclusive seats must have full wheelchair restraints installed into the floor.
- 3.25.4 Another two seats must be able to be folded up to accommodate another wheelchair. Full wheelchair restraints must be located underneath the seat.
- 3.25.5 Bus aisle width must be a minimum of 16".
- 3.25.6 Hip to knee room must be 27" minimum.

**3.26 Wheelchair Securement System**

- 3.26.1 Wheelchair securement areas and systems shall fully comply with all applicable U.S. Department of Transportation's Americans with Disabilities Requirements.
- 3.26.2 Vehicle shall be equipped with two (2) dedicated wheelchair positions and one (1) wheelchair position accessible from folding up bus seats.
- 3.26.3 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 the driver.
- 3.26.4 At each required wheelchair position a wheelchair securement system shall be provided to securely hold the wheelchair in the wheelchair position. The vendor shall provide with the vehicle upon delivery a pamphlet, brochure or similar literature describing and instructing the use and maintenance 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 ensure correct use of the system.

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**3.27 Mobility Aid / Occupant Restraint System**

- 3.27.1** 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. 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 Q-Straint QRT 360 Deluxe; Secura brand, or equal with the brand appropriate L-Track System to be used.
- 3.27.2** Wheelchair retractors shall be fully automatic, auto locking, and self-tensioning.
- 3.27.3** Retractors shall automatically remove any slack in the webbing after they are secured to the wheelchair.
- 3.27.4** Retractors are self-retracting; therefore, no belts are left on the floor, keeping them cleaner and longer lasting.
- 3.27.5** 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.
- 3.27.6** Retractors shall be equipped with anchoring points for the attachment of the occupant restraint lap belts.
- 3.27.7** Retractors shall be able to be used with a variety of shoulder/lap belt combinations.
- 3.27.8** Retractors shall have manual knobs for additional tightening if needed.

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

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

**3.28 Mirrors**

**3.28.1** Exterior mirrors must be heated and able to be operated remotely.

**3.28.2** Interior overhead mirrors, wide angle lens, minimum of 11"x14" and a maximum of 15"x18".

**3.29 Passenger Assists**

**3.29.1** Bus must be equipped with ADA compliant passenger assist rail parallel to steps on both sides of the entrance.

**3.29.2** Bus must be equipped with passenger assist rails along the aisle in either vertical along the ceiling or horizontal.

**3.30 Modesty Panels**

**3.30.1** Full height modesty panel for use behind wheelchair lift.

**3.31 Exterior Reflective Vinyl Tape**

**3.31.1** Bus must be equipped with two (2) amber front-end reflectors.

**3.31.2** Bus must be equipped with two (2) red back-end reflectors.

**3.32 Dual Purpose Safety Vent**

**3.32.1** The bus must have a low-profile roof hatch and vent.

**3.33 Storage Compartment**

**3.33.1** The vehicle must be equipped with at least overhead luggage on both sides.

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**3.34 Interior Decals**

**3.34.1** The following decals must be provided on the interior of the vehicle:

- 3.34.1.1** “ALL PASSENGERS ARE REQUIRED TO WEAR SEAT BELTS”, must be placed in an area clearly seen by all passengers.
- 3.34.1.2** “CAUTION FREQUENT STOPS”, black on yellow and must be placed on the back of the bus.
- 3.34.1.3** “EMERGENCY EQUIPMENT”, red on white and placed immediately adjacent to the emergency equipment.
- 3.34.1.4** “NO SMOKING”, red on white and must be placed in an area clearly seen by all passengers.
- 3.34.1.5** “PRIORITY SEATING WHEELCHAIR AREA”, must be placed in wheelchair accessible seating.
- 3.34.1.6** “STAND CLEAR OF LIFT”, black on white and must be placed near or on the left and clearly read while lift is in operation.
- 3.34.1.7** A decal must be provided showing the vehicle height.
- 3.34.1.8** “WATCH YOUR STEP”, mounted on riser.
- 3.34.1.9** A decal depicting the international wheelchair symbol must be displayed in the wheelchair seating area. The decal must be at least 9”x9” in size.

**3.35 Exterior Decals**

**3.35.1** The following decals must be provided on the interior of the vehicle:

- 3.35.1.1** “CAUTION LOADING AND UNLOADING PASSENGERS” must be provided and displayed on the outside of the back of the bus.

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**3.35.1.2** A decal depicting the international wheelchair symbol must be displayed near the wheelchair lift on the outside of the vehicle. The decal must be at least 9"x9" in size.

**3.35.1.3** "STAND CLEAR OF LIFT", black on white and must be placed near or on the left and clearly read while lift is in operation.

**3.35.1.4** "CAUTION FREQUENT STOPS", black on yellow and must be placed on the back of the bus.

**3.36 Emergency / Safety Equipment**

**3.36.1 The following items must be provided for use as safety equipment:**

**3.36.1.1** One (1) full size flashlight with batteries.

**3.36.1.2** A highly visible reflective safety vest to be worn by the driver in case of an emergency.

**3.36.1.3** Two (2) wool blankets (62"x80" each) shall be provided.

**3.36.1.4** Goggles (Eye Shield) (1)

**3.36.1.5** Mask (1)

**3.36.1.6** Three (3) Pairs of Protective, Disposable Gloves.

**3.36.1.7** Scraper (1) plastic, scoop to pick up biohazard fluids.

**3.36.1.8** Crepe Towels two (2)

**3.36.1.9** Antiseptic Towelettes, four (4)

**3.36.1.10** Disinfectant Towelette, four (4)

**3.36.1.11** Mouth to Mouth Barrier, one (1)

**3.36.1.12** Scoop Bag, three (3)

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- 3.36.1.13** Infectious Liquid Control Powder (2 oz.)
- 3.36.1.14** Red Bio-Hazard Bags with Ties, two (2)
- 3.36.1.15** Two (2) folded, sealed and stored silver 80-85" x 50-70" Mylar disposable rescue blankets.
- 3.36.1.16** Bloodborne pathogen kit to meet OSHA standards.
- 3.36.1.17** First Aid Kit to meet OSHA standards.
- 3.36.1.18** Four (4) roadside emergency triangles.
- 3.36.1.19** One (1) wheel chock.
- 3.36.1.20** Bus will be equipped with one (1) set of chains of the appropriate size.
- 3.36.1.21** Each vehicle will be equipped with jumper cables of stranded copper, 4-6 gauge, and seven (7) feet minimum length.
- 3.36.1.22** 5 lb. dry chemical fire extinguisher with a minimum of a 20-A:180-B: C rating shall be provided in the 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.
- 3.36.1.23** Web/Seat Belt Cutter: A 5.5"x3" Web/Seat Belt Cutter - shall be secured in a location accessible from the driver's seat.
- 3.36.1.24** Four (4) doses of Narcan or equivalent opiate overdose reversal drug.
- 3.36.1.25** One (1) bus weight compatible jack.
- 3.36.1.26** One (1) compatible 4-way lug wrench.

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**3.37 Unspecified Accessories and Features**

3.37.1 Circulating fan to be installed in the driver cabin.

**3.38 Vehicle Schematics**

3.38.1 Schematics must be supplied and current with the vehicle in Word or Adobe reader format. Two (2) 11" x 17" clearly readable laminated print copies of the as sold schematics shall be provided for the vehicle at the time of delivery.

**4 Additional Requirements**

4.1 Minimum of one (1) year warranty on all parts and labor on the wheelchair lift with no deductible.

4.2 Minimum of three (3) years, 36,000-mile, bumper to bumper warranty with no deductible.

4.3 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.

4.4 Vendor is to supply the description, warranty, and literature information of the wheelchair lift with bid.

4.5 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.

**5 CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the 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.

**5.2 Submitting Bid:** Vendor should submit bid electronically. If a paper bid needs to be submitted, please refer to section 12.3 and complete the "all-inclusive price" line. The signed TCP (Terms and Conditions document) also should be signed and submitted with any bid, but must be submitted prior to award.



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**6 Vendor Qualifications:**

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

6.2 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 or during the bid evaluation period in addition to the requirements under Section 11.1.8 of these specifications.

**7 Miscellaneous Items That May Be Supplied with Bid but Must Be Supplied Upon Award**

7.1 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 and wheelchair securement system if these items are specified herein.

7.2 Curb weight (empty weight) and gross vehicle weight rating (GVWR) of the vehicle.

7.3 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.

7.4 Description of the undercoating/rustproofing system, including warranty to be provided.

**8 Ordering and Payment to Vendor**

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

8.2 When submitting invoices for payment to the West Virginia Veterans Home, the Vendor shall be required to provide an original typed invoice. The following items shall appear on the invoice:

8.2.1 Vendor's Federal Employee Identification Number (FEIN).

8.2.2 Order number

8.2.3 Invoice should reflect the base vehicle cost and any applicable options with unit cost.

REQUEST FOR QUOTATION \_ CRFQ BVH24\*01  
[Handicap Accessible Bus]

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**8.2.4** Submit all invoices to:  
West Virginia Veterans Home  
512 Water St.  
Barboursville, WV 25504

**9 Pre-Delivery Tests**

**9.1** The vendor shall make available to the WVVH the ability to drive any available vehicles that meet the requirements of this RFQ.

**10 Delivery And Return**

**10.1 Delivery Time and Location:** Vendors shall specify approximate delivery dates when submitting bids. Delivery of the vehicle shall be completed within 60 days after receipt of executed contract documents. If the vendor cannot meet the timeline, they must submit their justification in writing to the West Virginia Veterans Home. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**10.2 Late Delivery:** The WVVH must be notified in writing if delivery is delayed for any reason. The request for extension must be received by the West Virginia Veterans Home 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.

**10.3** Vendor must contact the WVVH 24 hours before delivery at 304-736-1027. 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 carrier's 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.

**10.4** 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 WVVH with the vehicle.

**10.5** Delivery shall be FOB destination to:  
West Virginia Veterans Home  
512 Water St.

REQUEST FOR QUOTATION \_ CRFQ BVH24\*01  
[Handicap Accessible Bus]

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Barboursville, WV 25504

**11 Vendor Default**

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

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

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

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

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

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

**11.1.6** Immediate cancellation of the Contract.

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

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

**12 Miscellaneous**

REQUEST FOR QUOTATION \_ CRFQ BVH24\*01  
[Handicap Accessible Bus]

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- 12.1 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.
- 12.2 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.
- 12.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Adam Prestifilippo

Telephone Number: (614) 471-2877

Fax Number: (614) 471-8801

Email Address: adam@buyabus.net

All-Inclusive Price: \$ 116,611.00



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> 1370316			<b>Reason for Modification:</b> Addendum No. 1
<b>Doc Description:</b> One-Time Purchase of Handicap Accessible Bus			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-02-20	2024-02-27 13:30	CRFQ 0618 BVH2400000001	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

**ADDITIONAL INFORMATION**

Addendum No. 1

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

Bid Opening remains: 2/27/2024, at 1:30 pm., est.

No other changes.

**INVOICE TO****SHIP TO**WEST VIRGINIA VETERANS  
HOME  
512 WATER STWEST VIRGINIA VETERANS  
HOME  
512 WATER STBARBOURSVILLE WV  
USBARBOURSVILLE WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Handicap Accessible Bus	1.00000	LS		

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

25101500

**Extended Description:**

Handicap Accessible Bus

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2024-02-20

**SOLICITATION NUMBER: CRFQ BVH2400000001**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as (“BVH2400000001”) 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 provide responses to the vendor technical questions, see attached.
2. Bid opening date remains February 27th, 2024, at 1:30pm.
3. 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 BVH24\*01**  
**One-Time Purchase of Handicap Accessible Bus**

**Response to the Vendor Technical Questions:**

**Question 1: General** – In section 3.9.3 you are requesting a rear audible alarm for a rear emergency exit door. In the remainder of the specification it does not state any further that a rear emergency exit door is to be provided. With the seating configuration being requested to include flip/fold seating to increase the passenger count to 14 passengers, we would be required to put two (2) single flip seats on the rear wall to accomplish 14 seats with 2 wheelchair positions and not have the bus be over the CDL requirement. If we configure the bus this way, the flip seats needed to get the count to 14 will block a portion of the rear emergency exit door opening. If you wish to keep the configuration to 14 passengers and 2 wheelchair, please advise if you will accept a rear emergency exit window in lieu of a rear emergency exit door.

**Answer 1:** In 3.25.2 “The bus must seat at least 14 passengers with two of those seats being exclusively reserved for wheelchair passengers.” still applies. In Section 3.25.4, which states “Another two seats must be able to be folded up to accommodate another wheelchair. Full wheelchair restraints must be located underneath the seat.” Two of the 12 non-wheelchair seats should fold up to accommodate another wheelchair. We expect a total 14 passenger bus that can be achieved with the 12 + 2 configuration to keep the emergency door. The rear audible alarm delineated in Section 3.9.3 for a rear emergency door is still required.

**Question 2: Section 3.36.1.24** – Our organization is not a certified healthcare provider or pharmaceutical provider of drugs. We ask that this requirement for the drug, Narcan or equivalent, be removed from this specification.

**Answer 2:** As of March 29th 2023 the FDA has approved Naloxone 4mg for over the counter purchase. This requirement can be easily procured by the successful vendor. We are denying this request to have this part of specifications removed.

**Question 3: Section 3.36.1.25** – We request this portion of the specification be removed as the OEM chassis mfgs do not provide a bus weight compatible jack with the chassis.

**Answer 3:** A compatible jack can be easily procured by the successful vendor. We are denying this request to have this part of specifications removed.



**Question 4:** Section 3.36.1.26 – We request this portion of the specification be removed as Ford Motor Company does not provide a lug wrench with the chassis. There is concern that providing a 4-way lug wrench with the vehicle could lead to an operator trying to change a tire roadside which is not recommended for this size of vehicle unless performed by a trained professional/technician inside a repair facility.

**Answer 4:** A 4-way lug wrench compatible with the wheels provided can be easily procured by the successful vendor. We are denying this request to have this part of specifications removed.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ BVH240000001**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Bus Service Inc

\_\_\_\_\_  
Company

*Adam Prestifilippo*

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

3/7/2024

\_\_\_\_\_  
Date

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

## **Provisions Required for Federally Funded Procurements**

- 1. Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
- 2. 2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 3. §200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.

**(A)** At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

### **§ 148-1-5. Remedies.**

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

#### 5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

**(B)** At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

#### 5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;



5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of **"federally assisted construction contract"** in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

**41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.***

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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 of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148).** Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—** Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act (42 U.S.C. 7401–7671q)** and the **Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387)**.

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—** Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—** Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.