



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

State of West Virginia  
**Master Agreement**

Order Date: 04-16-2025

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

Order Number:	CMA 0810 0805 DMT2500000003 1	Procurement Folder:	1559147
Document Name:	RFP for Oversight Assistance for Bus and Bus Facilities	Reason for Modification:	
Document Description:	RFP for Oversight Assistance for Bus and Bus Facilities		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-05-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-04-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000166722 WAGNER DANIEL WILLIAM 5528 24TH ST N  ARLINGTON VA 22205 US Vendor Contact Phone: 703-532-7629 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: William C Robinson Requestor Phone: (304) 558-0428 Requestor Email: bill.c.robinson@wv.gov  <b>2025</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE PUBLIC TRANSIT DIVISION OF BLDG 5 RM 663 1900 KANAWHA BLVD E CHARLESTON WV 25305-0432 US	AUTHORIZED RECEIVER PUBLIC TRANSIT DIVISION OF BLDG 5 RM 663 1900 KANAWHA BLVD E CHARLESTON WV 25305-0432 US

CR 4-16-25

Total Order Amount:

Open End

Purchasing Division's File Copy

JE 4/16/25

PURCHASING DIVISION AUTHORIZATION

DATE: *JA 4-16-25*  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *4/22/2025*  
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *4-22-25*  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

The Vendor, Daniel Wagner, agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Oversight Assistance for Bus and Bus Facilities per the Specifications, Terms and Conditions, Bid Requirements, Addendum\_1 dated 01/06/2025 and the Vendor's bid dated 01/07/2025, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	94131504				0.000000
Service From		Service To		Service Contract Amount	
				0.00	

**Commodity Line Description:** Oversight Assistance for Bus and Bus Facilities

**Extended Description:**

## **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 (1) One Year. 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 (3) three 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

☐ **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 cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

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

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

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

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

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

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

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

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

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

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

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

☐ N/A \_\_\_\_\_ for N/A \_\_\_\_\_.

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

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

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

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

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

(Printed Name and Title) Daniel W Wagner, Principal  
(Address) 5528 24TH ST N Arlington VA 22205  
(Phone Number) / (Fax Number) (703) 582-0145  
(email address) dan.wagner@comcast.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.

Daniel W Wagner dba Wagner Associates  
(Company) Daniel W Wagner  
(Signature of Authorized Representative)  
Daniel W Wagner, Principal  
(Printed Name and Title of Authorized Representative) (Date)  
(703) 582-0145  
(Phone Number) (Fax Number)  
dan.wagner@comcast.net  
(Email Address)



ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: DMT2500000001

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)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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 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.

Daniel W Wagner dba Wagner Associates  
Company

Daniel W Wagner  
Authorized Signature

1/4/2025  
Date

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

# **Wagner Associates**

## **INTRODUCTION**

Wagner Associates appreciates the opportunity to submit this proposal to continue to support the Division of Multimodal Transportation Facilities-Transit Section (DMTF-TS) and the West Virginia transit providers in the administration of the Federal Transit Administration (FTA) programs. We have a proven record of supporting the State and its transit providers. We have developed productive, positive relationships with the State's transit providers who have come to rely on us for technical assistance with meeting FTA requirements.

## **PROJECT GOALS AND OBJECTIVES**

The goals and objectives of this project are as follows:

- Maintain compliance with the full spectrum of federal code, rules, and regulations and requirements that allows West Virginia transit providers to DMTF-TS to continue to be eligible to receive Federal Transit Administration (FTA) funding
- Assist DMTF-TS and transit providers to continue to provide safe transportation for the passengers of the State's transit systems
- Assist DMTF-TS to ensure that transit providers operate in an efficient, effective manner utilizing the latest in technology and management techniques

## **MANDATORY PROJECT WORK ELEMENTS**

Wagner Associates will employ the same procedures it has used successfully in West Virginia and other states to meet or exceed mandatory requirements.

### **Revision of State Management Plans**

Wagner Associates will work with DMTF-TS to revise the state management plans. We assisted in the development of the plans and are familiar with DMTF-TS policies, including new and changed policies, that should be incorporated into the plans. The revised plans should reflect DMTF-TS' goal of streamlining administration of the programs.

In addition to assisting the State, we have assisted Alaska, Colorado, Massachusetts, Missouri, Montana, New Mexico, and New York revise state management plans.

### **Section 5311 Reviews**

Wagner Associates will continue to employ its time-tested approach to conducting Section 5311 reviews.

Annually, we will update the site visit workbook to incorporate new requirements and eliminate outdated requirements. We will visit the DMTF-TS office to hold a kick-off meeting and conduct desk reviews for the reviews scheduled for the year. As part of the desk reviews, we will update the workbooks to incorporate revisions.

# **Wagner Associates**

After conducting the desk reviews, we will email a workbook with the requested documents and the questions for the review to the subrecipients. To minimize the administrative burden on the subrecipients, the workbook contains the answers to the questions from the last review. Subrecipients are asked to review and update answers as necessary and answer new questions. The process not only minimizes the administrative burden on subrecipients but also enables us to refine and add to previous answers, thus better enabling us to demonstrate compliance.

We will set up a review folder in Dropbox to which the subrecipients will upload requested documents and the completed workbook. The folder contains the documents from the last review. Subrecipients are asked to review the documents and to replace those that are outdated. DMTF-TS will have access to all the folders in Dropbox.

Before the site visit, we review the submitted documents and answers to the questions and identify follow-up items. Doing so makes the site visits more targeted and allows more time for technical assistance.

Onsite, we follow up on identified issues, tour facilities, visually inspect a sample of buses, sample maintenance files, and sample procurement files. Site visits last a day.

After the site visit, we email the subrecipient a draft report for review, enabling them to comment on and address potential findings so that they do not appear in the final report. Findings are categorized as deficiencies or recommendations. Deficiencies require corrective action while recommendations promote good practices. After comments are received on the draft report, we issue a final report within 30 days of the onsite visit. We will work with subrecipients to address findings, assisting with updating procedures or providing samples as needed.

## **Training Workshops**

Wagner Associates will conduct training as requested by DMTF-TS. We have demonstrated that we are able to develop and provide training on any topic requested by DMTF-TS. Trainings we have conducted for DMTS-TS include a one-day procurement workshop and a one-day workshop on FTA requirements and onsite reviews. Other, shorter trainings included FTA basics, compliance and good practices, ADA complementary paratransit, program updates, federal and State compliance initiatives and trends, budgeting, and maintenances. Most of the shorter trainings were presented at the annual association meeting.

Transit Marketing presented a two-day workshop on transit marketing basics and practices.

Baily White Solutions (BWS), a member of the proposed team, has a contract with the Utah Transit Authority to provide monthly trainings in FTA requirements and provides training in disadvantaged business enterprise (DBE) requirements for the National Transit Institute (NTI).

## **Sections 5303, 5304, 5305, 5310, and 5311 Technical Assistance**

Wagner Associates will provide technical assistance to subrecipients as requested by DMTF-TS. Examples of current technical assistance efforts include working with Here and There Transit on budgeting, financial management, operations, and service expansion; developing ADA complementary paratransit rider guides for CENTRA and FMCTA; revising written financial

# **Wagner Associates**

procedures; and development of WVTIMS. The proposed project team has the experience to provide technical assistance as necessary. When necessary, we can access other transit professionals to provide the assistance.

Wagner Associates will continue to maintain a resources folder in Dropbox with sample policies and procedures. DMTF-FS and all urban and rural transit providers have access to the folder.

## **General Changes/Reauthorization Review/New Laws, Regulations, Circulars or Guidance**

Wagner Associates keeps abreast of new FTA requirements and interpretations of existing requirements which allows us to provide interpretation and guidance on reauthorization legislation, new federal codes, regulations, circulars, and guidance. Annually, we review the FTA State Management Review and Triennial Review contractor guides for new guidance and requirements and incorporate changes into the onsite workbook.

## **State Transit Marketing Plan**

Transit Marketing, a member of the proposed team, successfully researched and prepared a marketing plan for a statewide campaign to promote transit. Transit Marketing will be able to continue to work with DMTF-TS on plan development, implementation, and maintenance.

## **FTA State Management, Triennial, and Other Reviews**

Wagner Associates has assisted DMTF-TS and other states, including Alaska, Massachusetts, Missouri, Montana, New Mexico, and New York, prepare for State Management Reviews. We will work with DMTF-TS to assemble requested documents and answer questions. We will review the documents for compliance and will work with DMTF-TS to address any compliance issues before the review. We will also work with the civil rights office to ensure compliance and prepare them for the review. We recommend that we attend the onsite portion of the review. Doing so allows us to immediately address FTA reviewer concerns.

We assisted all the urban providers prepare for their Triennial Reviews. We propose following the same approach that we have used in the past—assist with assembling requested documents, review requested documents, and work with the provider to address any compliance issues before the review. When necessary, we visit the provider and work with them to prepare for the review by updating procedures and reviewing maintenance and procurement files. When requested, we attend the reviews. We attended reviews for EPTA, MOVTA, and OVRTA. We strongly recommend that we attend the Weirton Triennial Review as this will be their first review as the direct service provider.

As we have worked with the providers in the past and thus are familiar with their programs, the amount of time necessary to provide assistance has lessened over time. For example, we did not visit MOVTA to help it prepare for the most recent Triennial Review as we had done so for the past two Triennial Reviews. We will work with DMTF-TS and the provider to develop an assistance approach for each agency.

We are able to assist DMTF-TS and urban providers prepare for other FTA reviews as proposed team members have conducted Procurement System Reviews, Financial Management Oversight

# **Wagner Associates**

Reviews, and civil rights reviews (DBE, Title VI, and ADA complementary paratransit). We assisted KRT prepare for an ADA complementary paratransit review that was canceled because of COVID.

## **Policies and Grant Requirements**

As requested, Wagner Associates will provide technical assistance to ensure DMTF-TS policies, procedures, and grant requirements are in compliance with FTA requirements. Much of this effort will be accomplished during preparation for State Management Reviews. For DMTF-TS, we have reviewed state management plans, reviewed DMTF-TS financial and grant management procedures, reviewed DMTF-TS procurement filing procedures, and developed Section 5310 review procedures and onsite workbook.

## **Triennial Overall DBE Goal Development**

Wagner Associates is assisting DMTF-TS develop its current triennial DBE goals and has assisted DMTF-TS, EPTA, and OVRTA develop their goals. Continued assistance can be provided in accordance with requirements contained in 49 CFR Part 26.45. Updating the goal will follow the defined two-step process. This assistance will include the following activities:

- Define proposed FTA funded non-revenue rolling stock capital projects forecasted for the next three-year period. This will include the amount of forecasted FTA funding for each project.
- Define the FTA funded portion of all contracting opportunities included in subrecipient operating budgets for the next three-year period.
- Verify that the annual values of FTA funded contracting opportunities exceed the FTA threshold for requiring the establishment of a DBE goal.
- Establish North American Industry Classification System (NAICS) codes for each defined contracting opportunity.
- Determine the market area for the subrecipient's contracting opportunities.
- Perform a comparison of all ready, willing, and able contractors for the contracting opportunities within the defined market area to certified DBE contractors for each contracting opportunity contained in the unified certification program (UCP) directory to determine the relative availability of DBE contractors.
- After utilizing project weighting percentages, determine a base DBE goal.
- Adjust the base goal using specific historical utilization factors of DBEs.

# **Wagner Associates**

## **Title VI Plan Development**

Wagner Associates assisted DMTF-TS develop its past Title VI plans. The biggest hurdle in developing the plans was documenting past outreach efforts and obtaining information from the Planning Division. We are able to assist DMTF-TS develop future plans.

## **Urbanized Area Formula Program Technical Assistance**

Wagner Associates has provided technical assistance to the State's urbanized providers as requested by DMTF-TS. Examples of such assistance include rebranding assistance to the City of Weirton and EPTA, construction management assistance to EPTA, and grant management assistance to Weirton. We are especially proud of the work we did with Weirton to reconcile FTA draws. Our work enabled the city to draw \$165,862 in eligible funds that were left on the table by Weirton Transit Corporation and would have been lost to the city. This and other technical assistance provided to Weirton has put the system on a path to success. Other technical assistance efforts included updating procurement policies and procedures for MOVTA, OVRTA, and EPTA and review of A&E and construction procurements.

## **Manufacturing Inspection**

RAE Consultants, a proposed team member, is experienced in conducting online vehicle inspections. RAE has conducted online inspections for the states of New York and Colorado, for the bus purchasing consortia the firm administers (Kentucky and Colorado), and transit providers in Arizona, Colorado, and Oregon. RAE will work with DMTF-TS to develop an inspection program for each purchase that takes into account the number and complexity of the buses procured. The program will detail at what stage(s) of assembly online inspections will occur.

## **Database Management**

Wagner Associates worked with DMTF-TS to develop the West Virginia Transit Information System (WVTIMS). The Access database enables providers to easily collect and manage data related to staffing, training, certifications, operations, finances, maintenance, and accidents and facilitates National Transit Database (NTD) reporting. WVTIMS is deployed at each rural provider and has the potential to be deployed at the smaller urban providers. Deployment in Weirton would be especially helpful to the city. We recommend surveying users to determine what if any enhancements are needed (reports, data fields, etc.) and holding a user group meeting, either during the annual transit conference or as a stand-alone meeting. Attendance at the stand-alone meeting can be a mix of in-person and virtual. The database, especially the maintenance module, can be deployed at Section 5310 providers.

## **Construction Technical Assistance**

John Clare, a member of the proposed Wagner Associates team, has a proven track record in providing construction technical assistance to West Virginia transit providers, particularly EPTA, OVRTA, and MLTA. The assistance provided includes: assistance with National Environmental Policy Act (NEPA) and Uniform Act compliance, assistance with procurement of architectural and engineering (A&E) and construction services, review of proposals and bids, negotiation of A&E rates, preparation of bid and contract documents, review of plans, and

# **Wagner Associates**

participation in progress meetings. John Clare has also reviewed construction-related documents for DMTF-TS.

## **Meetings with DMTF-TS**

Wagner Associates will attend a kick-off meeting in DMTF-TS office within 30 days of contract award. Mr. Wagner will attend in person. If requested, other members of the proposed project team are available to attend virtually. We recommend an annual kick-off meeting, either in-person or virtual, to plan the work for the coming year.

## **Meetings with Transit Providers**

Wagner Associates is available to meet in-person or virtually with transit providers as requested by DMTF-TS. For example, we attended the kick-off meeting for the State audit of Here and There Transit.

## **QUALIFICATIONS AND EXPERIENCE**

Wagner Associates exceeds the minimum of ten years of work experience relating to the mandatory qualification/experience requirements.

### **Sections 5311, 5310, 5307, and 5339 (since 1994)**

The proposed Wagner Associates team has extensive experience with the Sections 5310, 5311, 5307, and 5339 programs through our past work with FTA supporting the State Management Review and Triennial Review programs and our work providing program support in the administration of FTA transit programs to states, such as Alaska, Arizona, Massachusetts, Missouri, Montana, New York, New Mexico, New York, Oklahoma, Vermont, and West Virginia.

Mr. Wagner began supporting the Triennial Review program which addresses compliance with Sections 5307, 5310, and 5339 (formerly 5309) requirements. He conducted Triennial Reviews, assisted FTA with developing the annual Triennial Review Contractors Manual, and presented at Triennial Review workshops. He conducted over 100 Triennial Reviews.

In 1995, Mr. Wagner began working with the Sections 5311 and 5310 programs, first on the development and implementation of the State Management Review program with FTA, and then providing program support to, developing oversight programs for, and conducting onsite reviews for states, including West Virginia. He has conducted over 50 State Management Reviews and has presented at FTA State Management Review workshops.

Since 2008, Mr. Clare has conducted Triennial Reviews and State Management Reviews. To date, he has conducted over 125 reviews of states and transit agencies.

### **Developing oversight programs (since 1995)**

In 1995, Mr. Wagner began working with FTA to develop and implement the State Management Review program. He also worked with FTA to update the Triennial Review contractor guide.

# **Wagner Associates**

He assisted the states of Alaska, Arizona, Massachusetts, Missouri, Montana, New Mexico, New York, Oklahoma, South Carolina, Texas, Vermont, and West Virginia develop oversight programs.

## **Conducting onsite reviews (since 1994)**

In 1994, Mr. Wagner started conducting Triennial Reviews and, in 1995, State Management reviews. Since then, he has conducted over 100 Triennial Reviews and 50 State Management Reviews. He has conducted onsite reviews of subrecipients for the following states: Alaska, Arizona, Massachusetts, Missouri, Montana, New Mexico, New York, Oklahoma, South Carolina, Texas, Vermont, and West Virginia.

Since 2008, Mr. Clare has conducted Triennial Reviews, State Management Reviews, Procurement System Reviews, Disadvantaged Business Enterprise Reviews, and Unified Certification Reviews for FTA. To date, he has conducted over 125 reviews of states and transit agencies that include some of FTA's largest recipients, such as New York City Transit, Metropolitan Transit Authority (New York), Los Angeles County Metropolitan Transportation Authority, Chicago Transit Authority, Massachusetts Bay Transportation Authority, City of San Francisco, and City of Phoenix. In addition, he has conducted onsite reviews of Section 5311 and 5310 subrecipients for Alaska, Massachusetts, Missouri, and New York.

## **Conducting State Management Reviews (since 1995)**

Mr. Wagner began conducting State Management Reviews in 1995 as part of the development of the program. In addition, he assisted FTA with developing the annual State Management Review Contractors Guide and presented at State Management Review workshops. He has conducted over 50 State Management Reviews.

Mr. Clare has conducted State Management Reviews since 2008.

## **Conducting Triennial Reviews (since 1994)**

In 1994, Mr. Wagner began supporting the FTA Triennial Review program. While supporting the program, he conducted Triennial Reviews, assisted FTA with developing the annual Triennial Review Contractors Guide, and presented at Triennial Review workshops. He has conducted over 100 Triennial Reviews, including reviews of FTA's largest recipients, such as New York City Transit, Metropolitan Transportation Authority (New York), New Jersey Transit, Los Angeles County Metropolitan Transportation Authority, Massachusetts Bay Transportation Authority, Connecticut Department of Transportation, and Maryland Transit Administration.

## **Assisting States Prepare for State Management Reviews (since 2007)**

Since 2007, Mr. Wagner has assisted the following states prepare for State Management Reviews: Alaska (three times), District of Columbia, Massachusetts (twice), Missouri (twice), Montana (twice), New Mexico (four times), New York (twice), and West Virginia (five times).



# **Wagner Associates**

## **Assisting transit systems prepare for Triennial Reviews (since 2014)**

Since 2014, Mr. Wagner has assisted transit systems prepare for Triennial Reviews. In addition to assisting all West Virginia urban transit systems prepare for their Triennial Reviews, he assisted the City of Ashland, Kentucky (three times) and the City of Santa Fe and the North Central Regional Transit District in New Mexico prepare for their Triennial Reviews. Currently, he is assisting the South Central Regional Transit District in New Mexico prepare for its first Triennial Review.

Mr. Clare assisted OVRTA, Weirton, and EPTA prepare for Triennial Reviews.

## **Providing training related to FTA programs, financial system(s), and proprietary computer system(s) (since 1995)**

The members of the proposed Wagner Associates team are experienced trainers.

Training we have conducted for DMTS-TS include a one-day procurement workshop, and a one-day workshop on FTA requirements and the onsite review program. Other, shorter trainings included FTA basics, compliance and good practices, ADA complementary paratransit, program updates, federal and State compliance initiatives and trends, budgeting, and maintenance. Most of the shorter trainings were presented at the annual association meeting.

For West Virginia, Transit Marketing presented a two-day workshop on transit marketing basics and best practices. The training highlighted the emerging role of technology (apps and trip planners).

Mr. Wagner and Mr. Clare presented at FTA State Management Review and Triennial Review workshops. Mr. Wagner assisted in the development of and served as a trainer for the FTA Tribal Transit Program. Mr. Clare serves as an instruction for Procurement System Review workshops.

Mr. Wagner developed and provided training in FTA requirements to Section 5311, 5310, and 5339 subrecipients in Alaska, Arizona, Maryland, Missouri, Montana, New Mexico, New York, North Carolina, South Carolina, Texas, Vermont, and West Virginia.

At the 2019 Southwest Transit Association conference, Mr. Wagner and Ms. Beauvais developed and provided a five-hour training on grant management and a two-hour training on the FTA Tribal Transit Program. At the 2016 Arizona Transit Association conference, Mr. Wagner and Ms. Beauvais provided training in the FTA Tribal Transit Program, Asset Management, Procurement, and Americans with Disabilities Act (ADA) requirements.

For subrecipients in New Mexico, Mr. Wagner provided training in budgeting for rural transit, the 5311 and Tribal Transit programs, maintaining proper maintenance files, and ADA complementary paratransit. For subrecipients in Vermont, he presented on ADA requirements and how to purchase a bus with FTA funds. He presented on conducting compliance reviews at a Transportation Research Board Rural Transit Conference.

## **Wagner Associates**

Mr. Clare developed and provided training workshops on FTA procurement requirements to West Virginia and its subrecipients, New Mexico and its subrecipients, the Maryland Transit Administration and its subrecipients, Pace Suburban Bus, and Metro-North Railroad.

Baily White Solutions (BWS), a member of the proposed team, has provided training for FTA (Triennial Review workshops, State Management Review workshops, Procurement System Review workshops), and has a contract with the Utah Transit Authority to provide monthly trainings in FTA requirements and provides training in disadvantaged business enterprise (DBE) requirements for the National Transit Institute (NTI).

Mr. Wagner is assisting Weirton with TrAMS, including developing and submitting applications and annual reporting. He developed procedures and assisted the City draw funds using the FTA ECHO system.

Ms. Beauvais is an experienced TrAMS user. She served as the Section 5310 program manager in Colorado and assists the San Carlos Apache Tribe with TrAMS (applications and reporting).

### **Working with state departments of transportation that contain a public transit organization that is a direct federal recipient (since 2000)**

Since 2000, Mr. Wagner has worked with state departments of transportation. States he has worked with include Alaska, Arizona, Maryland, Missouri, Montana, New Mexico, New York, North Carolina, Oklahoma, South Carolina, Texas, Vermont, and West Virginia.

Mr. Clare has worked with Alaska, Missouri, New Mexico, New York, North Carolina, and West Virginia.

**ATTACHMENT A: RESUMES**

# Wagner Associates

**Daniel W. Wagner**, Principal, Wagner Associates  
Engagement Role: Project Manager/Lead Reviewer  
Technical Assistance, General Changes/Reauthorization Review  
New Laws, Regulations, Circulars or Guidance  
State Management and Triennial Reviews  
Policies and Grant Requirements  
Title VI Plan Development

*Education:* Bachelor of Arts in Economics, The Catholic University of America, graduated summa cum laude and Phi Beta Kappa

*Summary:* Mr. Wagner, principal and founder of Wagner Associates, has over 45 years of experience in management and performance reviews, compliance reviews, and program evaluation.

## *Relevant Experience:*

### *State Departments of Transportation*

- Developed transit performance and compliance review programs and conducted onsite reviews for **West Virginia, Alaska, Arizona, Massachusetts, Missouri, Montana, New York, New Mexico, Oklahoma, South Carolina, Texas, and Vermont**.
- Provided program support, advice and technical assistance to **West Virginia, Alaska, Massachusetts, Missouri, Montana, New Mexico, North Carolina, and New York** in the administration of the Sections 5307, 5311, 5310, and/or 5339 programs.
- Prepared **West Virginia, Alaska, District of Columbia, Massachusetts, Missouri, Montana, New Mexico, and New York** for State Management Reviews.
- For **Vermont**, recommended strategies to better coordinate service delivery to reduce redundant service and leverage multiple transportation funding sources. Assisted two Section 5311 subrecipients in developing procedures for implementing the new coordinated service delivery model, including developing cost allocation plans that allow the providers to more easily bill programs for services. Led the effort to assist eight other Vermont transit providers in developing cost allocation plans.
- Conducted a management and compliance review of the **Rhode Island** Public Transit Authority's ADA transportation program and assisted in the evaluation and development of a training program for paratransit operators.

### *Federal Transit Administration*

- Conducted *State Management Reviews*. Served as a lead reviewer and instructor for *State Management Reviews*. Worked with FTA to develop the annual *State Management Review* contractor guide and workshop presentation. Conducted special projects. In 1995, served on the team that developed the original *State Management Review* program. Conducted over 50 *State Management Reviews*.

## Wagner Associates

- Conducted *Triennial Reviews*. Worked with FTA to develop *Triennial Review* contractor guide and workshop presentation. Served as a workshop instructor. Began supporting the program in 1994. Conducted over 100 *Triennial Reviews*, including reviews of some of FTA's largest grantees—New York City Transit, Metropolitan Transportation Authority (New York), Los Angeles County Metropolitan Transportation Authority, Massachusetts Bay Transportation Authority, New Jersey Transit, Maryland Transit Administration, Central Puget Sound Regional Transit Authority (Sound Transit), Dallas Area Regional Transit (DART), Metropolitan Transit Authority of Harris County (Houston Metro), Bay Area Rapid Transit (BART), Regional Transportation District (RTD Denver), Metropolitan Transit System (San Diego), Utah Transit Authority (Salt Lake), Regional Transit Authority (New Orleans RTA), Pace Suburban Bus, and Commuter Rail Division of the Regional Transportation Authority (Metra).
- Conducted *ADA Complementary Paratransit Reviews*.
- Conducted *Drug and Alcohol Program Audits*.
- Conducted *ADA Key Station Reviews*.
- Conducted *Tribal Transit Assessments*.

### *Triennial Review Preparation*

Assists transit systems prepare for Triennial Reviews. In addition to assisting all West Virginia urban transit systems, he has assisted the City of Ashland, Kentucky; the City of Santa Fe and the North Central Regional Transit District (New Mexico) prepare for their Triennial Reviews.

### *Training*

- Served as an instructor at *State Management Review* and *Triennial Review* workshops.
- Developed and presented training programs in FTA requirements for subrecipients in **Alaska, Arizona, Maryland, Missouri, Montana, New Mexico, New York, North Carolina, Oklahoma, South Carolina, Texas, Vermont, and West Virginia**.
- Co-developed and co-presented training programs on Grant Management and the FTA Tribal Transit Program at the 2019 Southwest Transit Association conference.
- Developed and presented training programs in Budgeting for Rural Transit, the 5311 and Tribal Transit Programs, ADA complementary paratransit, and maintaining proper maintenance files.
- Co-developed and co-presented training programs in the FTA Tribal Transit Program, Asset Management, Procurement, and Americans with Disabilities Act (ADA) requirements at the 2016 Arizona Transit Association conference.
- Presented on conducting compliance reviews at a Transportation Research Board Rural Transit Conference.
- Co-developed the FTA *Tribal Transit Program* presentation and served as an instructor.

### *Publications*

Lead author on National Cooperative Highway Research Program Project 20-65 Task 75, "Use of In-kind Match for Federal Transit Administration Awards."

# Wagner Associates

**John R. Clare, Principal, Clare Consulting**  
Engagement Role: Triennial Reviews, Procurement, DBE  
General and Construction Technical Assistance

**Education:** Master of Arts in Public Administration, State University of New York at Albany;  
Bachelor of Arts, Political Science, American University

**Summary:** Mr. Clare has over 50 years of experience in the public transit industry and project management. Before becoming a consultant, he provided project management oversight of several design and construction projects and held a number of senior management positions with the Central New York Regional Transportation Authority in Syracuse, New York.

## *Relevant Experience:*

### *Federal Transit Administration*

- Served as a lead reviewer and instructor for *State Management Reviews*
- Served as a lead reviewer and instructor for *Triennial Reviews*
- Serves as a lead reviewer and instructor for *Procurement System Reviews*
- Served as lead reviewer for *Disadvantaged Business Enterprise* and *Unified Certification Program* reviews
- Provides technical assistance for transit agencies with significant *Triennial Review* or *State Management Review* compliance issues

**West Virginia Department of Transportation** – Prepared the OVRTA, EPTA, and Weirton for Triennial Reviews. Provided technical support to EPTA, OVRTA, and MLTA with the management of FTA-funded construction projects. Assisted OVRTA and EPTA with the development of a DBE program, grant management, and other tasks.

**North Carolina Department of Transportation** – Provided support in the management of the FTA transit programs.

**Procurement Training** – Developed and provided training workshops on FTA procurement requirements for the West Virginia and its subrecipients, Maryland Transit Administration and its subrecipients, Pace Suburban Bus, and Metro-North Railroad. Developed a model procurement manual for subrecipients in Alaska.

**Onondaga County, New York** – As a project management consultant, oversaw five major capital improvement projects. Prepared, selected and negotiated professional service contracts; reviewed bid documents; and oversaw design engineers and contractors to ensure projects were done in compliance with government regulations and in accordance with contract requirements.

**Central New York Regional Transportation Authority** – Held a number of senior management positions responsible for project development, project management, contract administration, procurement, proposal preparation, selection and negotiation of professional service contracts,

## Wagner Associates

capital planning and construction, grant preparation, grant administration, governmental relations and marketing. As the manager responsible for assuring compliance with FTA regulations, served as the point person responsible for FTA *Triennial Reviews*. At the invitation of FTA, moderated a training session on “Surviving a Triennial Review” at an FTA conference. Also at the request of FTA, managed a national bus purchase consortium and a statewide alternative fuels bus purchase consortium. Served as the project manager for multiple capital construction projects, including an Intermodal Transportation Center project. Developed, implemented and evaluated a wide range of innovative programs to improve the efficiency and effectiveness of transit operations, including demand responsive transportation systems, bus air conditioning effectiveness programs, a brake retarder demonstration, an automated bus diagnostic system, and a wheelchair lift life cycle cost project.

*Syracuse Metropolitan Transportation Council – Metropolitan Planning Process.* For over 25 years, served as a representative on the Syracuse Metropolitan Transportation Council, the metropolitan planning organization for the Syracuse metropolitan area. Served as chairman of the executive committee, first alternate for the policy committee, and a member of the planning committee, the capital projects subcommittee, and the transit subcommittee. Assisted the MPO during *Planning Certification Reviews* conducted by the FTA and the Federal Highway Administration.

### *Publications*

Lead author on National Cooperative Highway Research Program Project 20-65 Task 63, “Oversight of Facility Projects Guidebook.”

# **Wagner Associates**

## **SELENA BARLOW, Transit Marketing**

Role: State Transit Marketing Plan, Technical Assistance

[www.transitmarketing.com](http://www.transitmarketing.com)

### **Expertise**

Ms. Barlow has more than 30 years of experience marketing public transportation services.

Areas of expertise include:

- Marketing Plan Development
- Market Research & Outreach
- Transit Branding
- Passenger Information Materials
- Creation of Promotional and Collateral Materials
- Development of General and Targeted Ridership Campaigns

### **Current and Recent Transit Clients - Marketing Plans, Branding and Campaigns**

- Sedona Shuttle, AZ – marketing plan, branding, passenger info, intro campaign, collateral
- Verde Shuttle, Cottonwood, AZ – branding, passenger info, promotional materials
- Butte Council of Governments, CA – marketing plan, branding, passenger info, campaign
- Bluegrass Ride, Central KY – branding, passenger info, introductory campaigns
- Calaveras Connect, San Andreas, CA – marketing plan, branding, passenger info
- San Bernardino County Transportation Agency, San Bernardino, CA - multiple campaigns
- Basin Transit, Joshua Tree, CA - branding
- CAT and MST, Concord, NH – branding and passenger information
- Weirton Ride, Weirton, WV – branding and passenger information
- EPTA, Martinsburg, WV - branding
- National RTAP - Transit Marketing Toolkit
- Santa Cruz Metro, CA – Market research and outreach for Transit Development Plan

### **Education and Training**

Master of Business Administration, Concentration: Marketing, University of Arizona, May 1988

Bachelor of Science, School of Journalism, Major: Advertising, University of Florida, June 1977

### **Relevant Experience**

*Owner, Transit Marketing, (1988-present)*

Provides marketing and market research consultation and services exclusively to public transportation agencies. Has worked for more than a hundred transit systems since 1988.

*Transit Marketing Instructor/Trainer (1988-present)*



## **Wagner Associates**

University of the Pacific, Transit/Paratransit Management Certificate Program, (1997-2012)

CTAA, CalACT, New Mexico Public Transit Association, Transit Association of Maryland, AzTA and other organizations (on-going)

*Chief of Marketing, Metro-Dade Transit Agency, Miami, FL (1985-87)*

*Director of Marketing, Sun Tran, Tucson, AZ (1982-85)*

# **Wagner Associates**

## **Rick Schuster, THINK Graphic Design**

Role: State Transit Marketing Plan, Technical Assistance

[www.think-graphics.com](http://www.think-graphics.com)

### **Expertise**

Mr. Schuster is a highly skilled graphic designer with 30 years of experience in the transit industry. Areas of expertise include:

- Transit agency branding
- Transit passenger information design
- Graphic design for advertising
- Graphic design for corporate and collateral materials

### **Recent Transit Clients**

- Sedona Shuttle, City of Sedona, AZ
- CAT and MST, CAP-BM, Concord, NH
- Calaveras Connect, Calaveras Council of Governments, San Andreas, CA
- San Bernardino County Transportation Authority, San Bernardino, CA
- Marin Transit, San Rafael, CA
- Connect Transit, Bloomington-Normal, IL
- Regional Transit Service, Rochester, NY
- Waukesha Metro, Waukesha, WI
- Maple Grove Transit, Maple Grove, MN
- City of Commerce, CA
- Lafayette CityBus, Lafayette, IN

### **Education and Training**

Bachelor of Architecture, North Dakota State University, May 1991

Bachelor of Arts in Environmental Design, North Dakota State University, May 1990

### **Experience**

#### **Principal, THINK Graphic Design, Minneapolis, Minnesota (July 2006 to present)**

Graphic design with a focus on transit information graphics, transit branding and marketing. Uniquely positioned to help transit agencies better communicate with their customers, with thirty years of experience in transit graphic design. Recognized locally and nationally with several design awards, including multiple APTA Adwheel Awards.

#### **Senior Graphic Designer, Metro Transit, Minneapolis, Minnesota (1994- 2006)**

Responsible for all aspects of Metro Transit's visual identity. Graphic design, art direction and production of marketing materials, informational graphics, signage, etc. The introduction of light-rail transit to the Twin Cities provided a unique opportunity to design all of the rail maps, route diagrams, station area maps, branding and vehicle graphics, and complete signage system for the light rail stations.

#### **Exhibit Designer, Skyline Pacific Northwest, Seattle, Washington (1993- 94)**

Exhibit designer for custom portable display company. Design, art direction and production of large-format graphics for trade show displays for a wide variety of clients, both consumer and business-to-business; renderings of displays to aid in sales presentations, using three-dimensional visualization software.

# Wagner Associates

## ELEA CAREY, Transit Happy

Role: State Marketing Plan, Technical Assistance

[elea@transithappy.com](mailto:elea@transithappy.com)

### Expertise

Longtime communications and marketing consultant with experience in launching new ideas and initiatives. Areas of expertise include:

- Communications strategy
- Creative development
- Social media
- Writing and editing
- Media relations

### Recent Transit Clients

- King County Metro Transit
- Bluegrass Community Action Partnership
- National RTAP
- El Dorado Transit Butte Council of Governments
- Sedona Shuttle
- Northwest Oregon Transit Alliance
- San Bernardino County Transportation Authority
- Butte Council of Governments

### Education and Training

Master of Fine Arts in English, Pacific Lutheran University, Tacoma, WA, 2008

Bachelor of Arts in English, San Francisco State University, San Francisco, CA, 1989

### Experience

#### Founder, Transit Happy, San Francisco (August 2020 to present)

Elea founded Transit Happy during the COVID 19 pandemic to support an industry she loves. She works with transit agencies on creative campaigns and communications strategies to increase ridership and raise the profile of this vital public service.

#### Founder, Zero to 1, San Francisco (January 2014-August 2020)

Helped market tech startup founders in multiple verticals and their investors.

#### Co-founder, Women's Startup Lab, Menlo Park (2013)

Having supported multiple male tech startup founders, Elea co-founded WSL to provide female entrepreneurs much-needed support and access to Silicon Valley investors.

#### Vice President of Content, Milsal+McCaul/Now Labs, San Francisco (2010-2013)

Worked with early-stage tech startup founders to bring their ideas to life and market them to investors and customers.

#### Founder, Milagro Marketing, Albuquerque (1996-1998)

Founded Milagro Marketing to produce bilingual communications materials with a team of subcontractors in translation and design.

#### Vice President, National Marketing Director, Towery Publishing, Memphis (1991-1996)

The youngest vice president in the history of this multi-faceted business publications group. Oversaw marketing and communications for 100 regional publications.

# Wagner Associates

## ANN M. BEAUVAIS

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**Role:** Manufacturing Inspection, TrAMS

**President / Senior Project Manager:** RAE Consultants, Inc.

**Areas of Expertise:** *Transit Vehicle Procurement and Inspections, Federal Regulatory Compliance*

### **Experience**

Ms. Beauvais specializes in transit award (grant) management, regulatory compliance, transit vehicle procurement and vehicle inspections, and public administration. She has 18 years of experience in public transportation, including successfully managing the various requirements of federal transit award management in state and local government environments. She leads numerous state and local transit award management projects, with an emphasis on assisting rural and medium-size transit agencies with federal regulatory compliance requirements.

### **Procurement**

For the Colorado Department of Transportation (CDOT) and Denver Regional Council of Governments (DRCOG), Ms. Beauvais manages the statewide FTA compliant transit vehicle procurement program with current emphasis on light-duty, ADA accessible vans and buses, to include developing specifications and purchasing documents, conducting procurement processes with the CDOT Purchasing Office, inspecting vehicles both at plant and at delivery, and conducting FTA-compliant pre-award and post-delivery Buy America audits.

Ms. Beauvais assists rural and medium size transit agencies, as well as direct tribal transit funding recipients in Arizona, Colorado, Oregon, Kentucky, and West Virginia (10 to 100+ buses) conduct procurements for buses, equipment, and services. This assistance includes writing specifications and scopes of work, developing bid documents, overseeing the procurement process from advertising to award, conducting independent cost estimates and price analyses, and inspecting vehicles at the plant and dealership locations.

She served as the Colorado Mountain Purchasing Consortium (CMPC) program administrator conducting procurements and managing contracts for cutaway bus (seven vehicle classes) and large transit bus (29 to 40-foot) joint procurements. The CMPC comprised of twelve subrecipients in Colorado, New Mexico, and Wyoming who joined together to purchase buses under a consortium model.

While at CDOT, she procured or oversaw procurement-related activities for all transit capital equipment. She conducted statewide FTA-funded transit vehicle procurements with an emphasis on ADA accessible light-duty, body-on-chassis buses and vans, including developing specifications and bid documents, conducting procurement processes with the CDOT Purchasing Office, and inspecting vehicles both at plant and at delivery. She oversaw processes for all FTA-funded direct transit capital (vehicle, software, etc.) purchases made by local agencies in the Section 5311 program, including assisting with specification writing, proposal development, procurement process, and federal requirements.

### **Presentations and Training**

Ms. Beauvais is an experienced presenter and trainer, having presented on the following topics:

- Maximizing Internal Resources to Leverage FTA Dollars at the 2019 National Rural Transit Assistance Program (RTAP) conference
- Funding and Program Coordination at the 2019 RTAP conference
- FTA Technical Capacity at the 2019 Southwest Transit Association (SWTA) conference
- Tribal Transit Funding and Budgeting at the 2019 SWTA conference

# **Wagner Associates**

- FTA Compliant Vehicle Procurement Practices at the 2018 Rural Public & Intercity Bus Transportation (RIBTC) / Colorado Association of Transit Agencies (CASTA) joint conference
- Tribal Transit Funding at the 2016 Arizona Transit Association (AzTA) conference
- Americans with Disabilities Act at the 2016 AzTA conference
- Asset Management at the 2016 AzTA conference
- Procurement at the 2016 AzTA conference
- Joint Procurement Methods and Models at the 2015 SWTA conference

## **Education**

- Master of Public Administration, University of Colorado
- Bachelor of Arts, English and Communications, Fort Lewis College

## **Training**

- FTA FY2018 Comprehensive Review Workshop
- FTA FY2015 State Management Review Workshop
- FTA FY2014 Triennial Review Workshop
- NTI Procurement Series IV – Contract Administration
- NTI Procurement Series III – RFP's and Competitive Contract Negotiations
- NTI Procurement Series II – Risk Assessment and Basic Cost or Price Analysis
- NTI Procurement Series I – Orientation to Transit Procurement
- NTI Procurement for Small and Medium Transit Systems
- NTI Bus Procurement Workshop
- Small Urban and Rural Transit Center Business Plan Development
- NTI Introduction to Asset Management

## **Board Membership and Recognition**

- Colorado Association of Transit Agencies, Transit Administration Team of the Year, Fall 2015
- Colorado Association of Transit Agencies, Distinguished Service Award, Fall 2010
- Disability Services Inc. Colorado Springs, Board Member; 2013-2017

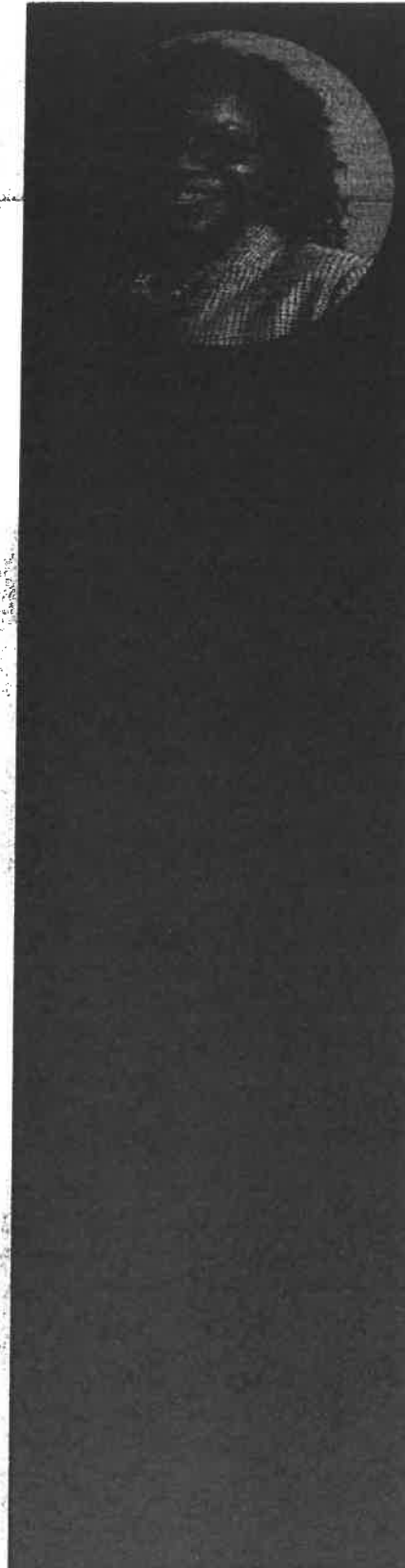
## ANDY D. COOK

### Role: Manufacturing Inspection

Andy Cook has more than 20 years of experience in the transportation industry, and 14 in public transit and paratransit. He works as a consultant specializing in vehicle specification development, procurement, and inspection, FMVSS and Buy America compliance, transit asset management, and contract administration.

Mr. Cook began his transit career in operations and maintenance with Laidlaw Transit Services in California. Starting with a small paratransit provider, he wore the hats of driver, dispatcher, service technician, and then maintenance manager. Moving into a regional position with Laidlaw and later with vendors National Bus Sales and Creative Bus Sales, he provided on-site field service support, warranty administration, and technical training to transit agencies across the Southwest, such as Sun Van in Arizona, ABQ Ride in New Mexico, Sun Metro in Texas, and numerous affiliates of the Colorado Mountain Purchasing Consortium. For the past seven years, Mr. Cook has contracted with RAE Consultants, Inc. to provide asset management and vehicle procurement services to transit operators in Arizona, Colorado, Kentucky, and West Virginia.

YEARS OF TRANSPORTATION EXPERIENCE	PROFESSIONAL EXPERIENCE
27	<p><b>Associate, RAE Consultants, Inc. 2017 – present</b> - Mr. Cook has contracted with RAE on various projects since 2017, including the development of Facility Needs Assessment and Transit Asset Management Plans for the San Carlos Apache Tribe, maintenance plans for multiple transit agencies in Colorado, and a body on chassis bus and ADA transit van Master Price Agreement for the Colorado Department of Transportation (CDOT) and Denver Regional Council of Governments (DRCOG). Under RAE, Mr. Cook has assisted CDOT, DRCOG, and FTA grant recipients in Kentucky and West Virginia with technical specifications, vehicle procurement, factory and pre-delivery inspections, Buy America auditing, and enforcing vendor contract compliance. As a contract administrator he currently provides order assistance, warranty resolution oversight, and technical support to agencies purchasing off of the Colorado MPA.</p> <p><b>Southwest Field Service Technician, National/Creative Bus Sales 2014-2017</b> - Mr. Cook served as the primary point of contact for coordinating vehicle inspections and deliveries, warranty claims, technical support, and on-site training programs.</p> <p><b>Railcar Engineer, Pikes Peak Cog Railway, 2013-2014</b></p> <p><b>Heavy Equipment Mechanic, PAE Govt. Services, Antarctica 2013</b></p> <p><b>Mobile Mechanic, Shade Tree Mechanic LLC, 2012-2013</b></p> <p><b>Light Vehicle Mechanic, Raytheon TSC, Antarctica 2011-2012</b></p> <p><b>Mechanic, Florence Neighborhood Garage, 2007-2011</b></p> <p><b>Regional Field Support Manager/Maintenance Manager, Laidlaw Transit Services, 2001-2006</b></p>
YEARS OF TRANSIT INDUSTRY EXPERIENCE	
14	
TRAINING AND CERTIFICATIONS	
<ul style="list-style-type: none"> <li>• NTI Transit Maintenance Leadership Course Completion</li> <li>• FTA Transit Asset Management: Calculating Performance Measures and Targets</li> <li>• FTA SMS Awareness</li> <li>• CSA Certified Compressed Natural Gas Fuel Systems Inspector</li> <li>• ASE Certified Medium and Heavy Truck Technician               <ul style="list-style-type: none"> <li>• Preventative Maintenance Inspections</li> <li>• Electronic Systems Diagnosis and Repair</li> <li>• Diesel Engines Diagnosis and Repair</li> </ul> </li> </ul>	



**Role:** Technical Assistance, General Changes/Reauthorization Review; New Laws, Regulations, Circulars, or Guidance

## PROFESSIONAL SUMMARY

Ms. White is experienced in the management and execution of performance reviews, compliance reviews, program evaluations, organizational analysis, and financial analysis. Over 15 years' project management experience overseeing federal guidance document development and update, facilitating the logistics and conduct of workshops and compliance assessments. Over seven years' experience in state program management and compliance, including oversight of special projects to implement COVID-19 supplemental funds and Civil Rights requirements, facility construction, bus procurement, state program funding review, and contract administration. Over 10 years' experience as workshop instructor and trainer on FTA and State compliance requirements. Experience with relevant software/systems: Microsoft Suite, Adobe Pro, ShareFile, CANVA.

## PROFESSIONAL EXPERIENCE

**Bailey White Solutions, LLC**

**Managing Principal**

**2020 – Present**

Ms. White is responsible for the day-to-day management of Bailey White Solutions, overseeing a portfolio of projects valued at over \$3 million. In this capacity she:

- Sets strategic direction for the business towards achieving the organization's vision and goals.
- Provides technical direction and guidance on areas of subject matter expertise.
- Identifies and leads the implementation of resources to ensure their efficient and effective use toward meeting client needs and maximizing profitability.
- Ensures effective project management for firm projects through client collaboration, resource allocation, budget planning, subcontractor assignments, final review of deliverables.
- Develops, implements, oversees, and evaluates all project plans ensuring they comply with standard procedures and methods to meet client expectations as well as support overall contract objectives.
- Reviews budgetary structures and processes for assigned projects and addresses financial issues timely; escalates to client as appropriate.
- Prepares, reviews, and presents final project reports that demonstrate a robust attention to detail, a clear and innovative approach to data presentation, accurate technical findings and sound business recommendations for clients.
- Seeks opportunities for business development by targeting new clients/contracts and developing strategies that meet customer needs.
- Participates in industry organizations to expand the firm's presence and create synergy with perspective partners for future opportunities.
- Presents at industry events to increase firm visibility and name recognition.

# Wagner Associates

**Milligan Consulting LLC/Milligan & Company, LLC**  
**Director/Manager**  
**2007 – 2024**

Ms. White was responsible for the day-to-day management of Milligan Consulting, overseeing a staff of 20 plus employees and a portfolio of projects valued at over \$5 million. In this capacity she:

- Set strategic direction for the division supporting the leadership in recognizing the organization's vision and goals.
- Supported managers by providing technical direction and guidance on areas of subject matter expertise.
- Identified and led the implementation of resources to ensure their efficient and effective use toward maximizing profitability.
- Ensured effective project management for large and complex projects. Project management duties included client collaboration, resource allocation, budget planning, staff assignments and supervision, and findings report development and presentation.
- Developed, implemented, oversaw, and evaluated all project plans ensuring they comply with standard procedures and methods to meet client expectations as well as support overall contract objectives.
- Reviewed budgetary structures and processes for assigned projects and addressed financial issues timely; escalated to senior leadership and client as appropriate.
- Executed all human resource processes related to the division, such as selection and hiring, work review, input for performance evaluation, and staff training, coaching and development.
- Analyzed management team's observations and made sound determinations regarding evidenced based solutions on a thorough knowledge and application of regulations and standard procedures effectively.
- Prepared, reviewed, and presented final project reports that demonstrate a robust attention to detail, a clear and innovative approach to data presentation, accurate technical findings and sound business recommendations for clients.
- Collaborated effectively with all project partners, including staff, clients, government agencies and firm leadership in a manner that resolved issues and problems innovatively and nurtured growing business relationships.
- Seized opportunities for business development by targeting new clients or contracts and by developing proposals and ideas that meet customer needs.
- Participated in industry organizations to expand the firm's presence and create synergy with perspective partners for future opportunities.
- Seized opportunities to present at industry events to increase firm visibility and name recognition.
- Worked with the Partner to expand client base and execute marketing and firm-wide initiatives.

***Federal Transit Administration (FTA) Comprehensive Oversight Reviews and Technical Assistance Program, Procurement System Reviews, Title VI, Equal Employment Opportunity (EEO), and Disadvantaged Business Enterprise (DBE), Financial Management Oversight (FMO) Reviews***

Served as the primary contact responsible for the performance of all personnel, production staff and support staff assigned as well as all contractual matters.

- Oversaw the firm's reporting schedules, ensuring submission of the required monthly invoices and progress reports to the respective client representative.
- Established and monitored staff assignments and schedules, dissemination of information to team members, and providing technical direction.
- Facilitated the development of the annual reports on contract and program performance for work completed.
- Led the development and maintenance of program guidance to assist in facilitating the execution of tasks.
- Led the coordination and implementation of workshops and technical assistance to client staff and stakeholders, including the FTA's Contractor Manual development and revision.
- Team Leader on the firm's Triennial Review and State Management Reviews.
- Led the development and update of the Procurement System Review Contractor Manual.



# Wagner Associates

- Assisted in and provided technical support for the firm's Civil Rights Review engagement; participated in reviews in the areas of EEO, DBE, and Title VI.
- Provided training and technical support for FTA workshops, transit conferences, and recipients.
- Served as supervisor for FTA's FMO program leading and supervising the implementation of these reviews for agencies such as Metropolitan Transportation Authority of New York and New York City Transit.

## ***State Departments of Transportation***

Project manager on the firm's engagements with Alaska, Massachusetts, Missouri, New Jersey, and New York to provide grants management, internal control, FTA compliance, and subrecipient oversight tasks, including capital project implementation from real estate acquisition to design and construction, rolling stock procurement, Public Transportation Agency Safety Plan, Transit Asset Management Plan, and Title VI plan template development, capital improvement program update and workshop planning and delivery. As Project Manager, Ms. White was responsible for ensuring the successful implementation and completion of contract tasks and identifying and allocating the resources needed to complete such.

## ***US DOT – Federal Aviation Administration***

Reviewer on the firm's engagement to conduct DBE program reviews of airport sponsors. These reviews covered 49 CFR Part 23 and 26, with a special emphasis on joint ventures and concessionaires.

## ***Milligan & Company, LLC***

Supervisor

2002 – 2007

## ***Financial Statement Audits of Various Clients***

Responsibilities included reviewing working papers, financial statements, and reports; conducting discussions with clients about the results of the work performed; directing senior and junior auditors; reviewing and approving work plans and programs ensuring that assignments are completed within the budgeted time and within delivery commitments; reviewing work papers, financial statements and related reports for accuracy and completeness; following the progress of the engagement and helping resolve accounting, auditing, and reporting problems as they arise.

## ***Maryland Transit Administration (MTA)'s Office of Planning***

Team Leader and technical liaison for this engagement to analyze capital project funding and review MTA's internal controls. Ms. White led the development of a comprehensive process and procedures manual for the Capital Programming Division to strengthen internal controls over the federal funding process. Ms. White also served as project manager for the firm's subcontract to perform Drug and Alcohol audits of MTA contractors' compliance with federal substance abuse requirements.

## ***Milligan & Company, LLC***

Senior Accountant,

2000 – 2002

## ***Financial Statement Audits of Various Clients***

Responsibilities included independently performing a major segment of an audit, directing, and instructing the work of junior auditors, reviewing completed work, and directing revisions if necessary. Ms. White made decisions on routine accounting, auditing, and reporting matters with the assistance of the manager and partner and was regularly assigned on audit engagements in the capacity of senior auditor.

## ***Commonwealth of Pennsylvania Office of the Budget Redevelopment Assistance Capital Program***

Responsible for reviewing project financing, ensuring grant compliance, identifying risks, and monitoring of state grant-funded economic development construction projects. Recommended corrective measures to ensure successful completion of projects.

# Wagner Associates

**Milligan & Company, LLC**  
**Staff Accountant**  
**1998 – 2000**

***Financial Statement Audits of Various Clients***

Responsibilities included performing specific audit steps under the supervision of a senior auditor contributing towards the preparation of audited financial statements for company clients.

***Pennsylvania Department of Transportation (PennDOT) DBE Support Services***

Project analyst for DBE Supportive Services Center – Eastern Pennsylvania for PennDOT. The Center provided free management and technical assistance to DBEs in doing business with the department in accordance with 49 CFR Parts 23 and 26 in the area of personal and company financial statement review.

## **ACHIEVEMENTS**

- FTA Triennial and State Management Review Program, Workshop Instructor
- FTA 2014-2024 Triennial and State Management Review Contractor Manual, Co-author
- FTA 2023 and 2024 Procurement System Review Manual, Co-author
- National Cooperative Highway Research Program, Transportation Research Board of The National Academies, Baseline Research on Allowable In-Kind and Local Match Sources, Co-author
- Title VI Report on Transit Emergency Preparedness for Minority, Low-Income, and Limited English Proficient Persons. Published for FTA's Office of Civil Rights, Contributor
- Community Transportation Association of America Conference, Presenter
- New York Public Transit Association Conference, Presenter
- National Cooperative Highway Research Program Project 20-65 Task 63, Oversight of Facility Projects Guidebook, Contributor.

# Wagner Associates

**Denise Bailey**

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**Role:** New Laws, Regulations, Circulars, or Guidance; DBE; Title VI

## ***Experience Summary:***

Ms. Bailey's experience spans over 35 years. Her focus is on government compliance, and areas of expertise include transportation with concentration in transit and aviation, civil rights, procurement, grants management, oversight, contract compliance, training, and construction management. ***This included over 15 years as the lead instructor for the National Transit Institute's Disadvantaged Business Enterprise Training, and over 20 years as a lead instructor for FTA's Civil Rights, Triennial Review, and Procurement Systems Reviews training sessions.***

## ***Education***

BS, Commerce & Engineering, Drexel University, Philadelphia PA  
Years of Experience: 35+

## ***Certifications, Professional Credentials, Memberships***

Women's Transportation Seminar - Past President (Philadelphia chapter), 1994-1996  
Conference of Minority Transportation Officials  
Airport Minority Advisory Council – Board Member  
Board Member, Fairmount Park Conservancy, Past Chair of Finance and Investment Committee  
TRB Contracting Equity Committee

## ***Relevant Experience***

### ***Bailey White Solutions, LLC***

Currently responsible for transportation consulting and training at this certified DBE firm. Clients include Utah Transit Authority (UTA), New Mexico DOT Department of Public Transportation, Hawaii DOT, and Port Authority of New York and New Jersey.

### ***City of Philadelphia | Department of Aviation – December 2022 – October 2024***

#### ***Deputy Director of Aviation | Business Diversity and Accessibility***

Currently responsible for the Department of Aviation's Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs for Federal Aviation Administration (FAA) requirements. Additionally responsible for the airports' FAA requirements related to ADA compliance and Title VI/Nondiscrimination. Leads a team of six for program development, execution, and monitoring. Represents the Department of Aviation on these topics at City, State, and Local events and industry meetings.

### ***Milligan & Company, LLC | Philadelphia PA – 1992 to 2022***

Managed the government consulting practice of this Philadelphia-based, minority-owned firm. Clients included the Philadelphia International Airport, City of Philadelphia, US Department of Transportation, National Transit Institute, Commonwealth of Pennsylvania Redevelopment Assistance Capital Projects (RACP), Massachusetts Department of Public Utilities, Airport Minority Advisory Council, state departments of transportation, and airports.

# **Wagner Associates**

## **US DOT | FTA | Various Tasks | Various Locations**

Led the firm's efforts for several FTA prime contracts, including:

- Triennial Reviews and State Management Reviews
- DBE, Title VI, ADA and EEO reviews
- Procurement System Reviews
- Drug and Alcohol Audits
- Financial Management Oversight Reviews
- Evaluation of emergency preparedness plans for the Office of Civil Rights

## **National Transit Institute | DBE Training Program | Nationwide**

Lead Trainer for the DBE Training Program. Updates course materials to reflect recent changes.

## **Metropolitan Washington Council of Governments | DBE and Title VI Consulting Services | Washington, DC**

Led the firm's efforts on this on-call DBE and Title VI consulting services contract which includes triennial and project goal setting, DBE program development, public participation tasks, reporting and monitoring of DBE participation.

## **Commonwealth of Pennsylvania | Office of the Budget | Redevelopment Assistance Capital Program | Harrisburg, PA**

Principal-in-Charge reviewing grant applications and monitoring of the financing and construction of projects receiving redevelopment assistance grants from the state.

## **City of Philadelphia | Division of Aviation | Diversity Services | Philadelphia International Airport, Philadelphia, PA**

Led the firm's efforts on this on-call diversity services contract, which includes DBE, ACDBE, small business, construction monitoring, and workforce development tasks.

## **City of Philadelphia | International Airport | Diversity Services for Global Program Partners**

Led the firm's engagement with the Airport's Project Management Office to manage diversity requirements. This includes developing and implementing monitoring and reporting processes for minority and woman-owned businesses under the local program and Disadvantaged Business Enterprises under the FAA program and developing policies and procedures for diversity in procurement and workforce.

## **Tulsa Airports Improvement Trust | DBE/ACDBE Consulting Services | Tulsa, OK**

Led the firm's efforts on this on-call DBE consulting services contract which includes triennial and project goal setting, DBE program development, public participation tasks, reporting and monitoring of ACDBE/DBE participation. Serves as liaison with FAA regarding goal methodology and reporting.

## **Wagner Associates**

### ***Publications***

**Bailey, M. Denise.** Report on Transit Emergency Preparedness for Minority, Low-Income, and Limited English Proficient Persons. Published for FTA's Office of Civil Rights, 2007

# **Wagner Associates**

## **George Levitsky, CCTM**

**Role:** Technical Assistance

### **Education**

1996: Completed BA degree from Alderson Broaddus University in Organizational Management

2023: Received honorary degree of Doctor of Public Transportation from Glenville State University

### **Experience**

Was Manager of Fairmont-Marion County Transit Authority from December 2002 until January 2024. Named Manager of Year in 2008 from West Virginia Division of Public Transit and 2009 from Community Transportation Association of America.

Served on National, State, and Community volunteer boards, executive committees, and belong to civil organizations. Married and reside in Fairmont, WV with my wife Candace.

# **Wagner Associates**

## **Christopher Wayne Counts**

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**Role:** Database Management

### **EMPLOYMENT**

**Chief Information Officer / IT**  
**Bland County Medical Clinic, Inc.**

**Years Employed (2017-Present)**  
**Bastian, Virginia**

I began my career at Bland County Medical Clinic as an IT technician and reporting specialist. My job was to provide on-site maintenance for hardware and software, including our Electronic Medical Records system eClinicalWorks. I also create and deliver monthly and yearly reports, both inside the organization and to our governing bodies. My responsibilities grew quickly, and I have now been given the title of Chief Information Officer. My responsibilities now include database administration, employee training, monthly and yearly reporting, hardware and software maintenance, website administration and social media administration. I am also in charge of administration, maintenance and support for our phone system and security systems.

**Billing clerk / Administrative assistant**  
**Sanitary Board of Bluefield**

**Years Employed (2014-2017)**  
**Bluefield, West Virginia**

I was hired by the Sanitary Board of Bluefield to help with several tasks, but most importantly I designed and programmed a billing system that imported readings from seven different water companies, processed and printed bills, and exported the records into our accounting system. I also maintained hardware and software on all the systems within the organization. Another major role was the collection, processing and refunding of deposits. I worked with the water companies on monthly disconnects for non-payment and ran our collections department, as well as unclaimed property reporting. Website design and maintenance and social media administration were also tasks that I performed.

**Software Developer / technical support / trainer**  
**Systems, Software & Services, Inc**

**Years Employed (1999-2014)**  
**Bluefield, Virginia**

Shortly before graduating from college, I was fortunate enough to gain employment with Systems, Software & Services, Inc. in Bluefield, VA. SSS, Inc. is a small company and for the better part of my career there, I worked with limited help or alone. I maintained around 60 different clients during my time with SSS, Inc. My primary role within the company was software developer, but my daily responsibilities were developing and maintaining the software applications, performing nearly all technical support, on-site training and maintenance, hardware installations and maintenance, network installations and maintenance, training of new customers and employees.

### **EDUCATION**

**Associates in computer information systems**  
**Southwest Virginia Community College**

**Years Attended (1996 - 1999)**  
**Wardell, Virginia**

# **Wagner Associates**

## **ATTACHMENT B: REQUIRED FORMS**

**Designated Contact and Certification and Signature**

**Addendum Acknowledgement Form**

**Contract Manager**

**RFP Certification**

**Certification of Restrictions on Lobbying (FTA required form)**



Oversight Assistance for Bus and Bus Facilities

CRFP DMT2500000001

Daniel William Wagner dba Wagner Associates

5528 24th ST N, Arlington, VA 22205

Phone: (703) 582-0145 Fax: None

Contact: Daniel Wagner Email: dan.wagner@comcast.net

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WV PURCHASING  
DIVISION

Attachment A: Cost Sheet

Work Performed	Est. Units/ Hours	Cost per Unit/Hour	Cost
Task 4.3.2.1 Revision of State Management Plans, Program Guides and Workbooks		\$150/hour	
Task 4.3.2.2 5311 reviews including desk review at DMTF-TS and site visit		\$150/hour	
Task 4.3.2.3 5311 reviews -- Desk review		\$150/hour	
Task 4.3.2.4 5311 reviews -- Site visit		\$150/hour	
Task 4.3.2.5 5311 Review Final Report		\$150/hour	
Task 4.3.2.6 Training Workshops/ Presentations		\$150/hour	
Task 4.3.2.7 Provide 5311 & 5310 Technical Assistance  Provide technical assistance to providers on all aspects of the administration and implementation of the Section 5310 and 5311 program including, but not limited to, NTD assistance and review of planning, environmental, right-of-way, and construction documents for Section 5311 construction projects.		40 hours @\$150/hour 40 hours @\$125 hour	

Task 4.3.2.8 Provide Sections 5303, 04, and 05 Planning Program Technical Assistance		\$150/hour	
Task 4.3.2.9 General Changes/Reauthorization Review		\$150/hour	
Task 4.3.2.10 Assistance with developing, implementing and maintaining a state transit marketing plan.		20 hours @\$150/hour 20 hours @\$125/hour	
Task 4.3.2.11 New Laws, Regulations, Circulars or Guidance: Technical Assistance		\$150/hour	
Task 4.3.2.12 FTA State Management Review, transit provider triennials, and FTA Reviews: Assist in preparing for the event, responses to FTA and resolving findings.		\$150/hour	
Task 4.3.2.13 Policies and Grant Requirements: Technical Assistance		\$150/hour	
Task 4.3.2.14 Triennial DBE Goal Development: Technical Assistance		\$150/hour	
Task 4.3.2.15 Title VI Plan Development: Technical Assistance		\$150/hour	
Task 4.3.2.16 Urbanized Area Formula Program: Technical Assistance		\$150/hour	

Task 4.3.2.17 Manufacturing Inspection		\$135/hour	
Task 4.3.2.18 Database Management		\$150/hour and \$125/hour	
Task 4.3.2.19 Construction Technical Assistance		\$150/hour	
Task 4.3.2.17 (4.3.2.20) Meetings with DMTF-TS		\$150/hour	
Task 4.3.2.19 (4.3.2.21) Meetings with transit providers		\$150/hour	