

December 30, 2009

Mr. Frank Whittaker
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Dear Mr. Whittaker:

Thank you for the opportunity to submit this bid in response to your request for Quotation #PTR10017. We are offering the ElDorado Amerivan.

We are in full understanding of the training requirements. We will provide personal to conduct all training if we are the successful bidder. Also, as requested, we are offering paint schemes to match your existing fleets. The price for the paint and graphics are included in our bid price.

Thank you again for this opportunity. Please call if you have questions.

Sincerely,



Chad Seals
Account Manager
West Virginia Public Transit Providers
Sonny Merryman Inc.
800-533-1006 x352
434-821-4456 (fax)
chad@sonnymerryman.com

RECEIVED

2010 JAN -4 AM 11:49

WV PURCHASING
DIVISION

1

PRICE SCHEDULE

2

**REQUEST FOR QUOTATIONS
&
ADDENDUMS**

3

REQUIRED FORMS 1-10

4

MISC REQUIRED DOCUMENTS

5

**MECHANICAL DESCRIPTION
&
SEATING DIAGRAMS**

Buyer: FW-44 Page _____ PO#: PTR10017
Spending Unit: Division of Public Transit
Department of Transportation

Price for each complete van: \$ 35,688.00 each 15 \$ 535,320.00

OPTION PAGE

OPTION 1:	SECURITY CAMERA SYSTEM	\$ <u>2,706.00</u> each	15	\$ <u>40,590.00</u>
OPTION 2:	SECURITY CAMERA PLAYBACK SYSTEM	\$ <u>2,281.00</u> each	15	\$ <u>34,215.00</u>
				\$ <u>610,125.00</u>

TOTAL FOR BID EVALUATION:
NOTE: Unit pricing above must be firm and will be used for when awarding the contract for these items.



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

Request for Quotation

RFQ NUMBER
PTR10017

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
 304-558-2316**

***709033659 434-821-1000**
SONNY MERRYMAN INC
PO BOX 495
RUSTBURG VA 24588

DIVISION OF PUBLIC TRANSIT
BUILDING 5, ROOM 906
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0432 304-558-0428

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/05/2009				

BID OPENING DATE: **12/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-93		
<p>ADA COMPLIANT LOWERED FLOOR MINIVAN WITH MANUAL RAMP</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVISION OF PUBLIC TRANSIT IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE 1-15 ADA COMPLIANT LOWERED FLOOR MINIVAN WITH MANUAL RAMP PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS AND REQUSET FOR APPROVED EQUALS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS AND REQUESTS FOR APPROVED EQUALS IS 11/20/09 AT 2:00 PM. ALL REQUESTS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 20-533-1006	DATE 12/30/09
TITLE Sales	FEIN 54-080-6174	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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DIVISION OF PUBLIC TRANSIT

BUILDING 5, ROOM 906
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0432 304-558-0428

DATE PRINTED 11/05/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **12/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 800-533-1006	DATE 12/30/09
TITLE Sales	FEIN 54-020-6176	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
PTR10017

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ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

VENDOR

*709033659 434-821-1000
SONNY MERRYMAN INC
PO BOX 495

RUSTBURG VA 24588

SHIP TO

DIVISION OF PUBLIC TRANSIT

BUILDING 5, ROOM 906
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0432 304-558-0428

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/05/2009				

BID OPENING DATE: **12/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING DATE:		12/17/09
				BID OPENING TIME:		1:30 PM
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- <i>1-434-821-4456</i> -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- <i>Chad Seals</i> -----						
***** THIS IS THE END OF RFQ PTR10017 ***** TOTAL:						<u><i>610,125.</i></u> ⁰⁰³

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chad Seals</i>	TELEPHONE <i>20-533-1006</i>	DATE <i>12/30/09</i>
TITLE <i>Sales</i>	FEIN <i>54-080-6176</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER:
 PTR10017

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 804-558-2316

VENDOR
 *709033659 434-821-1000
 SONNY MERRYMAN INC
 PO BOX 495
 RUSTBURG VA 24588

SHIP TO
 DIVISION OF PUBLIC TRANSIT
 BUILDING 5, ROOM 906
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0432 304-558-0428

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/11/2009				

BID OPENING DATE: 01/05/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED REQUESTS FOR APPROVED EQUALS, AGENCY RESPONSE, AND TO EXTEND THE BID OPENING DATE.						
THE BID OPENING IS EXTENDED TO: 01/05/2010 AT 1:30 PM						
0001	1	EA		070-93		
ADA COMPLIANT LOWERED FLOOR MINIVAN WITH MANUAL RAMP						
***** THIS IS THE END OF RFQ PTR10017 ***** TOTAL:						610,125.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 800-533-1006 DATE: 12/30/09

TITLE: Sales FEIN: 54-080-6176 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Submitted by: Sonny Merryman, Inc.

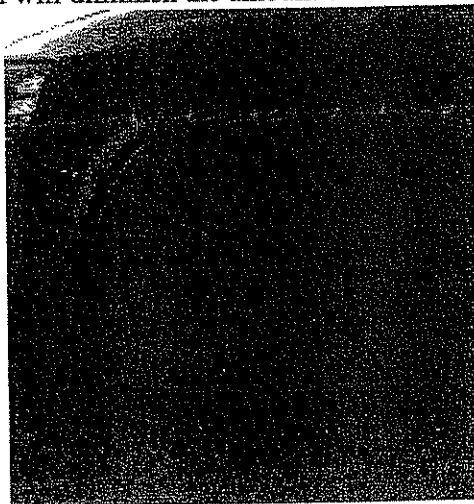
State of West Virginia - Equals Requests
Approved Equals
PTR10017

11/18/2009

Sections	As Specified	Request	Remarks
7	16" Aluminum wheels	16" Steel wheels	EIDorado standard
16	The lowered floor skin shall be constructed of 16ga. Aluminized steel.	EIDorado National uses 16ga. Stainless steel for the entire floor.	EIDorado standard
25.1	1 & 2 - signs shall be installed on the driver modesty panel.	No driver modesty panel. Install decals on placard.	The standard vehicle does not have a modesty panel behind the driver.
25.1	5) Emergency equipment sign shall be applied to the storage compartment above the driver's seat.	New location determined by State.	The compartment above the driver is a bus option not available on a van.

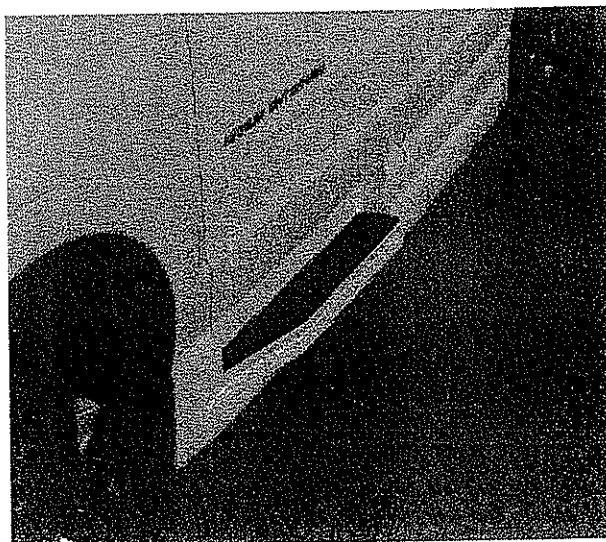
Please consider publishing the following amendments to the specification that will be required for all bidders:

Add 6.1 Wheel flares Wheel flares similar to those pictured below will be added to each exterior wheel well to diminish space between tire and fender. This feature will improve appearance of the vehicle and will diminish the amount of road debris cast onto the vehicle body.



Add 9.1 Climate controls The OEM air conditioning described above will be a tri-zone system that will allow passenger temperatures (co-pilot and rear seats) to be controlled independently of the driver's area. This feature must be included in the base price and can not be presented as an option.

Add 13.1 Exterior step wells Due to the additional height that the Dodge van must be raised to meet ADA, exterior molded fiberglass step wells will be required to the right and left sides of the front passenger entrance doors. These will serve to facilitate driver and co-pilot getting into and out of vehicle and also diminish the amount of road debris cast onto the vehicle body.



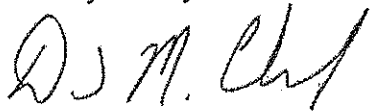
Add 17.1 Foot rests Rear seat folding footrest will be provided on interior panel just forward of the rear axle. The distance from the top of the seat cushion to the lowered floor is greater than most adults lower leg height. These footrests will ensure a comfortable ride and then can be folded out of the way when a wheelchair is loaded into the vehicle. See panel below where footrests will be installed.



Additionally, National Bus Sales & Leasing, Inc formally requests the following clarifications and/or approved equals documented below:

- Part 1, section 4.0 A
Would the Division consider changing liquidated damages to be \$50 per working weekday when your delivery facility is open and prepared to accept vehicle deliveries? Maximum assessment would be \$250 per week because of present arrangement to accept deliveries on M-F only.
- Part 1, section 6.0 A
Would the Division consider changing payment to 95% of the total cost upon conditional acceptance of the vehicle. The competitive nature of transit bidding has resulted in very narrow pricing flexibility. Additionally the interest costs associated with floor planning the vehicles until payment is processed has become a higher variable cost. Modifying this requirement will ensure best pricing for the Division of Public Transit.
- Page 6. 4.1.2. Please clarify which of the available manuals are required:
 - ? OEM Operators manual (one with each van chassis)
 - ? Braun Operators manual (with each conversion)
 - ? Braun Service manual (available for \$150 each)
 - ? OEM Service DVD (special order with cost of \$325 each)
 - ? Wiring schematics.
- TRAINING: Please advise WVDPT that the training requirement will be the responsibility of the dealer, National Bus Sales with support from the manufacturer, the Braun Corporation.
- Page 31 7.0 request OEM 16 inch stamped steel wheels with painted bolt-on wheelcovers. Aluminum wheels are not available with Dodge SE24 package F
- Item 21. Exhaust: The exhaust is stainless steel and exits from the rear of the vehicle.
- Item 13 Request a maximum floor to ground height of 12"
- Page 35 Item 20. Control Interlock: The ramp door is interlocked with the transmission only it is not interlocked with the emergency brake.
- Page 40. Options: Please advise WVDPT that other options as requested will be priced and installed by National Bus Sales outside of the Braun factory. Special arrangements may need to be made for vehicle inspection.

We thank-you for your consideration,



David M. Clawson, Jr.
MidAtlantic Representative
dclawson@nationalbussales.com

PTR10017
Request for Approved Equals

Vendor: Sonny Merryman, Inc.

Section 7: Approved
 Section 16: Approved
 Section 25.1 Approved and understood
 Section 25.1 Approved and understood

Vendor: National Bus Sales and Leasing

Section 6.1 Denied. Upon researching market and websites, not all vendors offer this as an option or standard. It is approved if NBS offers this as standard.
 Section 9.1 Approved Upon researching market and websites, not all vendors offer this as an option or standard. It is approved if NBS offers this as standard.
 Section 13.1 Denied. Upon researching market and websites, not all vendors offer this as an option or standard. It is approved if NBS offers this as standard.
 Section 17.1 Approved
 Part 1, 4.0A Denied
 Part 1, 6.0A Denied
 Page 6, 4.1.2 All manuals are required
 Training WVDPT understands the training will be provided as stated with NBS supporting the role.
 Page 31, 7.0 Approved
 Item 21 Approved
 Item 13 Approved
 Page 35, Item20 WVDPT understands and approves that the ramp door is interlocked with transmission only.
 Page 40 The only options to be priced are listed in RFQ.

BID FORM #1

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

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

Name: Matheny Motors

Address: 3rd Street & Ann Street

Parkersburg, WV 26101

Telephone: 1-304-485-4418

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

Name: Matheny Motors

Address: 3rd Street & Ann Street

Parkersburg, WV 26101

Telephone: 1-304-485-4418

BID FORM #2

CERTIFICATION FOR AIR POLLUTION

Pursuant to Section 8.4 of Part 1 of the Procurement, the Vendor certifies that the vehicles proposed:

ARE or ARE NOT (specify one) in compliance with the regulations in 40 CFR Part 85, 40 CFR Part 86, 40 CFR Part 600 and the air pollution criteria established by the Environmental Protection Agency of the United States Government.

12-29-09
Date

Monte Zamm
Authorized Signature

Senior Sales Coordinator
Title

El Dorado National - Kansas
Company Name

BID FORM #3

DISADVANTAGED BUSINESS ENTERPRISE
VENDORS/ MANUFACTURERS CERTIFICATION

(Check appropriate statement)

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

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

12-28-09
Date

Mario Zorner
Authorized Signature

Senior Sales Coordinator
Title

El Dorado National - Kansas
Company Name

BID FORM #4

BUY AMERICA CERTIFICATION
ROLLING STOCK

Certificate of Compliance

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

Date

Authorized Signature

Company Name

Name

Title

Certificate for Non-Compliance

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

12-28-09
Date

Monte Borman
Authorized Signature

E1 Dorado National - Kansas
Company Name

Monte Borman
Name

Senior Sales Coordinator
Title

BID FORM #5

FEDERAL MOTOR VEHICLE
SAFETY STANDARDS CERTIFICATION

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

12-28-09
Date

Monte Brown
Authorized Signature

Senior Sales Coordinator
Title

El Dorado National - Kansas
Company Name

BID FORM #6

El Dorado National - Kansas hereby certifies that it IS or IS NOT (specify one) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

12-28-09
Date

Mato Sanna
Authorized Signature

Senior Sales Coordinator
Title

El Dorado National - Kansas
Company Name

BID FORM #6-A

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

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

E1 Dorado National - Kansas (COMPANY NAME) certifies to the best of its knowledge and belief, that it and its principals:

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

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

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),

E1 Dorado National - Kansas, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Mato Brown Senior Sales Coordinator
Signature and Title of Authorized Official

BID FORM #7

VENDOR'S CERTIFICATION OF
UNDERSTANDING AND ACCEPTANCE

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

12-29-09
Date
C. Chad Scott
Authorized Signature
Sales Coordinator
Title
Sonny Merryman Inc.
Company Name

SPECIFICATION COMPLIANCE

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

- Bid proposal submitted meets and/or exceeds all specification requirements.
- Bid proposal submitted contains deviations from specification requirements. Detailed descriptions of these deviations have been provided with this bid proposal.

BID FORM #8

CERTIFICATION OF COMPLIANCE WITH FTA'S
BUS TESTING REQUIREMENTS

The undersigned (Vendor/Manufacturer) certifies that the vehicle offered in this procurement complies with 49 U.S.C. § 5318(e) and FTA's implementing regulation at 49 CFR Part 665.

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

12-28-09
Date

Mark Bonner
Authorized Signature

Senior Sales Coordinator
Title

El Dorado National - Kansas
Company Name

BID FORM #9

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. [as amended by "Government Wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

12-28-09 _____
Date Authorized Signature
Senior Sales Coordinator
Title

BID FORM #10

ADDENDUM ACKNOWLEDGMENT

I hereby acknowledge receipt of the following checked addendum(s)
and have made the necessary revisions to my proposal, plans and/or
specifications, etc.

Addendum No.'s:

No. 1 X

No. 2 X

No. 3 X

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is
cause for rejection of bids.

C. Chad Smith
Signature

Soray Merryman Inc.
Company

12/29/09
Date

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Sonny Montgomery Inc.
Authorized Signature: [Signature] Date: 12/29/09

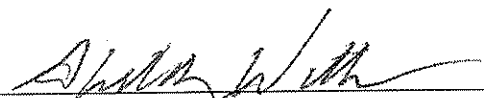


Eldorado National			
Amerivan - Chrysler / Dodge - 2010			
Date: <u>13 Apr 09</u>		Rev: _____	By: <u>Ken Huser Technical Advisor</u>
F/CMVSS Number	Title	Level of compliance Discussion of results of review	Required documentation Method of demonstrating compliance
101	Location and Identification of Controls and Displays	The vehicle meets F/CMVSS 101 requirements.	No alterations are made to the OEM controls and displays as provided by the vehicle manufacturer. OEM pass through.
102	Transmission Control Functions	The vehicle meets F/CMVSS 102 requirements.	No alterations are made to the OEM transmission control system as provided by the vehicle manufacturer. OEM pass through.
103	Windshield Defrosting and Defogging	The vehicle meets F/CMVSS 103 requirements.	No alterations are made to the OEM defrosting and defogging system as provided by the vehicle manufacturer. OEM pass through.
104	Windshield Wiping and Washing System	The vehicle meets F/CMVSS 104 requirements.	No alterations are made to the OEM windshield wiping and washing system as provided by the vehicle manufacturer. OEM pass through.
106	Brake Hoses	The vehicle meets F/CMVSS 106 requirements.	No alterations are made to the OEM brake hoses as provided by the vehicle manufacturer. OEM pass through.
108	Lighting Systems and Retroreflective Devices	The vehicle meets CMVSS 108 requirements.	No alterations are made to the OEM required exterior lighting equipment as provided by the vehicle manufacturer. OEM pass through.
110	Tire Selection and Rims for Vehicles Under 4536 Kilograms GVWR	The vehicle meets F/CMVSS 120 requirements.	No changes are made to OEM Wheels or tires. Tires are returned to the original location on the vehicle after vehicle alteration is complete.
111	Mirrors	The vehicle meets F/CMVSS 111 requirements.	No alterations are made to the OEM rear view mirrors as provided by the vehicle manufacturer. OEM pass through.
113	Hood Latch System	The vehicle meets F/CMVSS 113 requirements.	No alterations are made to the OEM hood latch system as provided by the vehicle manufacturer. OEM pass through.
114	Theft Protection	The vehicle meets F/CMVSS 114 requirements.	No alterations are made to the OEM theft protection system as provided by the vehicle manufacturer. OEM pass through.

F/CMVSS Number	Title	Level of compliance Discussion of results of review	Required documentation Method of demonstrating compliance
115	Vehicle Identification Number	The vehicle meets CMVSS 115 requirements.	The Vehicle Identification Number (VIN) provided by the OEM is not removed or altered in any way.
116	Motor Vehicle Brake Fluids	The vehicle meets F/CMVSS 116 requirements.	No alterations are made to the OEM brake fluid. Added fluid is DOT 2 and is dispensed from a clean container.
118	Power Operated Window, Partition and Roof Panel Systems	The vehicle meets CMVSS 118 requirements.	No alterations are made to the OEM power operated window, partition, or roof panel systems. See Photo "1J" Appendix "B"
124	Accelerator control systems	The vehicle meets F/CMVSS 124 requirements.	No alterations are made to the OEM accelerator control system as provided by the vehicle manufacturer. OEM pass through.
126	Electronic Stability Control	The Vehicle meets F/CMVSS 126 requirements	No alterations are made to the Electronic Stability Control system as provided by the vehicle manufacturer. OEM pass through.
135	Hydraulic and Electric Brake Systems	The vehicle meets F/CMVSS 135 requirements.	No alterations are made to the OEM Hydraulic brake system as provided by the vehicle mfr. OEM pass through.
201	Occupant Protection	The vehicle meets F/CMVSS 201 requirements.	No alterations are made to the OEM occupant protection system as provided by the vehicle mfr. in the target area. OEM pass through.
202	Head Restraints	The vehicle meets F/CMVSS 202 requirements.	No alterations are made to the OEM Head Restraint system as provided by the vehicle mfr. OEM pass through.
203	Driver Impact Protection	The vehicle meets F/CMVSS 203 requirements.	No alterations are made to the OEM driver impact protection system as provided by the vehicle mfr. OEM pass through.
204	Steering Control Rearward Displacement	The vehicle meets F/CMVSS 204 requirements.	Only slight alterations are made to the OEM steering control system provided by the vehicle mfr. Tests conducted.
205	Glazing Materials	The vehicle meets F/CMVSS 205 requirements.	No alterations are made to the OEM glazing as provided by the vehicle manufacturer. OEM pass through.
206	Door locks and door retention Components	The vehicle meets F/CMVSS 206 requirements.	No alterations are made to the OEM door locks or door retention components supplied by the vehicle manufacturer. OEM pass through.
207	Seating Systems	The vehicle meets F/CMVSS 207 requirements.	No alterations are made to the OEM seats. Front seats are remounted in the original position on a pedestal. Rear seats are remounted using ENC mounts. 207 testing completed.
208	Occupant Restraint Systems in Frontal Impact	The vehicle meets F/CMVSS 208 requirements.	No alterations are made to the OEM seat belt systems as provided by the vehicle manufacturer. Verification tests were included in the 301 testing. OEM pass through.

F/CMVSS Number	Title	Level of compliance Discussion of results of review	Required documentation Method of demonstrating compliance
209	Seat Belt Assemblies	The vehicle meets F/CMVSS 209 requirements.	No alterations to the OEM seat belts supplied by the vehicle manufacturer. OEM pass through.
210	Seat Belt Anchorages	The vehicle meets F/CMVSS 210 requirements.	Front seats are re-mounted to their original OEM positions and mounted on pedestals. Tests were conducted to verify the seat belt anchorages to the requirements of 210.
212	Windshield Mounting	The Vehicle meets F/CMVSS 212 requirements	No alterations were made to the OEM windshield mounting system provided by the manufacturer. OEM pass through
213	Built-In Child Restraint System and Built-In Booster Cushions	The Vehicle meets F/CMVSS (213) 213.4 requirements	No built-in Child Restraint Systems are provided.
214	Side Impact Protection	The Vehicle meets F/CMVSS 214 requirements	The vehicle was tested to the requirements of FMVSS 214 - Side impact protection.
216	Roof Crush Resistance	The Vehicle meets F/CMVSS 216 requirements	No alterations are made to the OEM roof or vehicle side as provided by the vehicle manufacturer.
219	Windshield Zone Intrusion	The Vehicle meets F/CMVSS 219 requirements	No alterations are made that would affect the windshield intrusion zone as supplied by the Manufacturer. OEM pass through.
301	Fuel System Integrity	The Vehicle meets F/CMVSS 301 requirements	Testing was conducted to verify Fuel System Integrity.
302	Flammability of Interior Materials.	The vehicle meets F/CMVSS 302 requirements.	No alterations are made to the OEM interior materials as provided by the vehicle manufacturer. OEM pass through. Added materials are tested for compliance.
Owner manual		The vehicle is delivered with the original OEM owner's manual, and a supplement manual.	Supplemental owner's manual includes; name, contact numbers and a description of all alterations performed on the vehicle.

My Documents\FMVSS\AVCD_C_FMVSS_08rB


 Sheldon Walle, President
 ElDorado National-Kansas

Date 12-7-2009



U.S. Department
of Transportation
**Federal Transit
Administration**

TRANSPORTATION PLANNING
DEPT OF TRANSPORTATION

SEP 30 2008

RECEIVED
Iowa, Kansas,
Missouri, Nebraska

901 Locust Street
Suite 404
Kansas City, MO 64106
816-329-3920
816-329-3921 (fax)

September 30, 2008

Mr. Chris Herrick
Chief of Transportation Planning
And
Ms. Kelly Broxterman, Public Services Administrator
Bureau of Transportation Planning
Department of Transportation
700 SW Harrison
Topeka, KS 66603-3754

Re: Request for Buy America Non-Availability Waiver for Ramp-Accessible Mini-Vans

Dear Mr. Herrick and Ms. Broxterman:

This letter is FTA's response to your correspondence, dated September 25, 2008, (and the preceding e-mails and telephone conferences related to the same), and the request contained therein for a non-availability waiver of the Buy America rule as applied to the procurement of ramp-accessible mini-vans ("Mini-Vans"). FTA is granting your request as explained below.

The Facts of the Mini-Vans Purchase

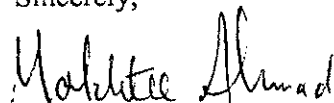
Four (4) bids were received for this vehicle type: two bids were from Kansas Truck for a Braun conversion and for an El Dorado conversion (2009-Dodge Grand Caravan); two bids were from Mid America Coach for a Braun conversion and for an Eclipse conversion (2009-Dodge Grand Caravan). All bidders submitted the necessary Buy America certifications for each product, and no bidder indicated for any product that it could comply with the Buy America Act. KDOT provided the executed Certificates of Non-Compliance with Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR 661.7. Thus, KDOT received responsive bids for only foreign-made, Mini-Vans. Purchases of Mini-Vans are likely to exceed the \$100,000 simplified acquisition threshold. KDOT then requested a waiver of the Buy America Act based on non-availability.

Buy America Regulations Applied to the Facts of the Mini-Vans Purchase

Because final assembly occurs outside of the United States, a waiver is necessary if: a) FTA funds are the source of payment for the vehicle purchase (49 CFR 661.5(d)(1)); and b) if the simplified acquisition threshold of \$100,000 is exceeded (Appendix A to 661.7). If KDOT or its subgrantees do not exceed the simplified acquisition threshold, then the following does not apply.

KDOT received no responsive and responsible bids offering Mini-Vans manufactured in the United States. Therefore, pursuant to 49 CFR 661.7(c)(1), KDOT has established the presumption that the materials for which a waiver is requested are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality to meet the described need, and FTA hereby grants KDOT's request for a non-availability waiver for Mini-Vans.

Sincerely,



Mokhtee Ahmad
Regional Administrator

Cc: E-files--series 9000/Kansas/KDOT/Buy America
Legal Buy America File
Jayme Blakesley, TCC

Cathy Monroe
Joan Roeseler
Reader File

ADA Compliant Lowered-Floor Minivan

1.0 GENERAL

1.1 Scope

Technical Specifications establishes requirements for a vehicle to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe winter operating climate.

The bid should be in a binder form with each section properly labeled with the required information attached to each section. Two (2) copies of the bid form shall be sent to the West Virginia Purchasing Division with One (1) clearly marked for the West Virginia Division of Public Transit.

1.2 Legal Requirements

The vehicle shall meet all applicable FMVSS, DMV, ADA, federal and state regulations in effect at the date of manufacture. The vendor shall comply with all applicable federal and state regulations in the manufacturing of the vehicles. **Vendor shall supply certification that vehicle meets all FMVSS Regulations.**

1.3 Components, Materials, Workmanship and Completeness

All units or parts not specified shall be manufacturer's best quality and shall conform in material, design or workmanship to the best practice known in the automotive industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all vehicles provided by the same manufacturer shall be interchangeable.

1.4 Motor Vehicle Standards Including Provisions Pertaining to Safety and Pollution

The vendor will provide certification at the time of delivery that vehicles comply with all relevant federal and State of West Virginia standards.

1.4.1 Motor Vehicle Safety

The motor vehicles furnished shall comply with applicable motor vehicle safety standards established by the U.S. Department of Transportation and the State of West Virginia.

1.4.2 Exhaust Emissions Control Requirements

The vehicles shall comply with all federal and state requirements applicable to the year of manufacture.

1.4.3 Noise Control

The exterior noise from the vehicle shall not exceed eighty-six (86) dba using the procedures set forth in the SAE Standard SAE J 366.

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

1.5 Inspection Facilities

In order to comply with Part 4, 6.1 Inspection Stations, the manufacturer shall provide on its premises a suitable hoist for a complete inspection of the underside of the vehicle. This includes, but is not limited to, wiring and hosing runs, structural integrity, through floor securements, OEM defects and completeness, and coverage of the undercoating. **A pit is not acceptable.**

2.0 Capacity

This minivan shall be capable of carrying in one trip at least three (3) ambulatory adult forward-facing seated passengers and two (2) passengers seated in mobility aids, in addition to the driver. The vehicle is convertible to at least five (5) ambulatory passengers, plus the driver Braun 225 Fold-A-Way seat or Approved Equal. This minivan shall be made ADA compliant through a modification whereby the vehicle floor area is cut from the engine firewall to the rearmost passenger seat and lowered to meet minimum ADA door opening height requirement (56"). There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening height requirement. A 30" usable clear width manual, 80-degree swing-away, fold-up mobility aid ramp is to be mounted vertically and inboard of the curbside sliding door, and two (2) mobility aid positions will be provided.

3.0 Chassis:

The model shall be a long wheelbase Dodge Grand Caravan or Approved Equal. Chassis must be equipped with Loan Leveling System or Approved Equal. Engine: 3.3 L, V-6, gasoline engine with electronic fuel injection or Approved Equal.

Stereo: Stereo shall be OEM AM/FM stereo with CD with factory installed speakers.

Transmission: 4-speed automatic, electronically controlled with overdrive or Approved Equal.

Radiator and Cooling system: Heaviest duty available, with coolant recovery system factory installed; 50-50 mixture of factory specified antifreeze and water.

Brakes: The vehicle shall be equipped with 4-wheel disc brakes and a factory Anti-Lock Brake System. Parking Brake: The vehicle shall be equipped with the factory OEM parking brake assemblies and dash warning light.

Tilt Wheel, Cruise control and Power Steering: The vehicle shall be provided with an OEM tilt steering wheel, cruise control, and OEM power steering.

Wheelbase: The minivan shall have a 121" minimum wheelbase or Approved Equal.

GVWR: The chassis shall offer a minimum GVWR of 6050 lbs.. The vehicle as converted shall not exceed the OEM chassis GVWR with 6 passengers.

4.0 Line Protection:

All metal and rubber fluid lines beneath the vehicle that are altered or exposed as a result of floor modification shall be secure and reasonably protected from road damage. Any fuel and brake line modification/alteration must be of OEM equivalent material or workmanship.

5.0 Replacement Fuel Tank:

Tank shall have a Twenty (20) gallon minimum capacity. Tank, fuel lines, and hardware must meet all current FMVSS, including FMVSS 301, as well as all current CARB and EPA requirements. Tank shall be calibrated with the OEM dash fuel gauge.

6.0 Suspension:

Vehicle will retain the complete OEM front strut suspension and components. Rear suspension must be capable for the payload identified. Spacers may be added to front and/or rear suspension to maintain ground clearance and ADA requirements. There must be a minimum of five (5) inches clearance between the break-over angle position of the vehicle exhaust pipe and level ground.

7.0 Wheels:

The minivan shall be equipped with four (4) Aluminum wheels, 16" minimum, or Approved Equal, and an OEM compact spare. Tires shall be steel belted radials, as provided by the OEM for the chassis specified. The spare tire shall mount inside the vehicle and be secured on an easily accessible carrier. Tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity, and other tools necessary for changing the mounted tires, shall be stored in a compartment/container within the vehicle.

8.0 Electrical:

Each vehicle shall have a 12-volt electrical charging system as supplied from the OEM. All electrical wiring shall be automotive stranded copper, of sufficient gauge to handle the load, color-coded to match the OEM. All harnesses that are modified or added to the vehicle will be secured to the frame/body at a maximum of two feet intervals with insulated clamps. All exposed terminals and wiring

shall be protected from the elements using sealed terminals or heat shrink where necessary. Exposed wires will be wrapped or loomed in corrosion/moisture-resistant material.

Battery: Vehicle shall have the heaviest-duty available factory installed battery. Battery cables and connectors shall be OEM (600 cca, 12 volt maintenance free).

Alternator: Alternator shall be factory installed, heaviest duty available (125 amp minimum).

9.0 Front and Rear Heating and Air Conditioning:

An OEM heating/defrosting and air conditioning system with vents front and rear shall be provided. All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements. The lines must be mechanically attached, with OEM clamps, to the vehicle structure at no greater than 18 inch intervals and must be routed so as not to be exposed to wheel spray and not pass within 2 inches of any part of the exhaust system. Conversion shall not impede access to front and rear air conditioning components.

10.0 Interior Lighting:

Overhead and lower lighting shall be installed in the interior center seat row of the vehicle that provides not less than two foot-candles of illumination at the entrance area. This system shall illuminate automatically when the vehicle front or sliding doors are open. All accessory vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B.

11.0 Body Specifications:

Conversion of a minivan by modifying the existing, sidewalls, and floor, shall require the construction that maintains OEM structural equivalent. All metal components that are added shall be welded by qualified operators and made corrosion resistant through a commercial primer application or the use of stainless steel material.

Interior Height: Conversion shall provide a minimum clearance of 58" at the vehicle center of the interior roof.

Body Length: Chassis shall not exceed 204.3" in length.

Paint: The basic vehicle factory color shall be OEM standard white.

12.0 Sealant, Rustproofing, and Undercoating:

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

13.0 Passenger Doors and Stepwells:

The minivan shall have standard OEM driver and passenger front doors; one manual left side rear door (extended to floor level), and one manual right side mobility aid accessible rear door. The manual left side sliding door shall be OEM and extended to floor level to provide a minimum entry height of 56". This door shall be equipped with an interlock system so that the door cannot be opened from the inside or outside when fuel door is open. The manual right side mobility aid accessible entry door shall offer a minimum opening height of 56", a minimum usable width of 32 1/2", and a maximum of 10" floor-to-ground height. Door extensions shall be constructed of stainless steel. Both sliding doors shall have a mechanism to securely hold doors in open position when vehicle is on a hill.

Passenger Door Tracks: Sliding doors must have reinforced glides with an added stop brace to prevent doors from sliding off track. Door tracks shall be reinforced or strengthened beyond OEM standards as needed in all areas of contact with sliding door arms.

Sliding Passenger Door Arms/Brackets: Reinforcement of the sliding door components shall at a minimum be adequate to support the excess weight created by the door extensions. Under normal closure conditions, there should be no evidence of door track flexing or wobbling.

Door Locks: power programmable, includes lockout protection and delayed locking.

Rear Door Emergency Exit: The rear cargo door shall be provided with a quick release, manual override for opening the door from inside the vehicle. Capable of opening the door even if the door is locked. The vehicles override device shall be spring loaded and mounted on the inside of the rear door to prevent accidental release. A decal shall be provided showing operating instructions.

14.0 Interior Panels:

All interior panels shall be OEM or OEM equivalent. Panel fastening devices shall match the color of the panels. The interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any

unprotected sharp edges. The basic vehicle interior shall be gray. All interior panels shall meet FMVSS 302.

15.0 Ground Effects:

Exterior lower body panels shall be added to the vehicle on both the driver and passenger sides of the vehicle. Panels to be constructed of formed plastic and painted to match the exterior color of the vehicle.

16.0 Flooring:

Sub Floor: The interior floor shall be insulated with 3/8" marine grade plywood to provide a smooth surface for flooring attachment and to minimize interior noise.

Floor Covering Material: 2.2 mm thick commercial grade vinyl transit floor covering shall cover the entire floor surface. Flooring should also possess anti-skid properties (Rubber Solutions, Altro Transfloor or Approved Equal).

Floor Assembly: The lowered floor skin shall be constructed of 16 ga. Aluminized steel. The frame rails shall be made of 14 ga. formed channels; the floor shall be reinforced with 16 ga. formed channel cross ribs. The floor shall be lowered from the front firewall to just before the rear axle. The width of the floor shall extend from side doorsill to side doorsill. Mobility aid restraint tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than 1/4" above floor surface.

17.0 Seats and Grab Handles:

All seats and restraints in the vehicle as specified must comply with current FMVSS standards.

Front Seats: The front passenger seat shall be OEM, matching the driver's seat. The seat base shall be adapted to permit easy roll out for mobility aid access/securement. The seat shall lock and unlock easily from the floor area.

Rear Seat: The rearmost passenger seat shall be the OEM rear bench seat, capable of comfortably accommodating two adult passengers, and is to be covered with OEM upholstery to match the driver and front passenger seats.

Passenger Restraint: Restraints shall be furnished for all passengers, consisting of shoulder seatbelts and/or lap belts. Each belt shall be equipped with an automatic retractor. Securement devices, both for ambulatory and mobility aid passengers, shall meet all State and Federal Standards.

Grab Handles: Grab handles shall be installed, OEM are acceptable.

18.0 Mobility Aid/Occupant Restraint Systems:

Each vehicle shall be equipped with one (1) Sure-Lok Titan AL712S-4C or Q-Straint QRT Deluxe securement and occupant restraint system with S-Hooks or Approve Equal. The system shall utilize flanged "L" continuous track, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. All attachment hardware and anchorages shall meet or exceed the 30 mph/20 Impact Test criteria per SAE J2249, 36 CFR Part 1192 and CFR Part 38, and all applicable Federal Motor Vehicle Safety Standards, as amended. Each securement position system shall consist of four (4) fully automatic, auto locking and self-tensioning retractors that shall automatically remove slack in the webbing after the wheelchair is secured. Retractors must attach to the structural frame of the mobility aid at four separate points and anchor into the track on the vehicle floor at four separate points. Each securement system shall have a corresponding occupant restraint system. The occupant restraint system shall consist of an adjustable lap and a shoulder belt and shall meet all applicable Federal Motor Vehicle Safety Standards.

19.0 Mobility Aid Ramp:

The vehicle shall be equipped with a manually operated, 80-degree swing-away mobility access ramp which stows vertically and folds and unfolds through the right side door. The fold and unfold motion of the ramp must be counter balanced so that the force exerted by the operator does not exceed 15 lbs. The installed ramp shall not obstruct the view of the driver through any vehicle window. The ramp shall have a minimum usable width of 30" and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than 1/4" and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a rated capacity of 600 lbs, with a safety factor of at least three (3) based on the ultimate strength of the material. Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off of the ramp edge.

20.0 Control Interlock:

The ramp doors shall be interlocked with the vehicle emergency brake and transmission to ensure the vehicle cannot be moved when the ramp is deployed.

21.0 Exhaust:

The exhaust system shall be stainless steel and exit on the streetside of vehicle.

22.0 Altoona Bus Testing Report:

The converted minivan must have been submitted to the Altoona Bus Test Center for a 4 yr./100,000 mile Surface Transportation and Uniform Relocation Assistance Act (STURAA) test. Testing must have been completed on current body style being converted. A copy of the test report shall be made available to the State of West Virginia with bid.

23.0 Emergency/Safety Equipment

First Aid Kit: First-aid kit shall comply with Federal Motor Vehicle Carrier Safety Regulations Part 393(h), Section 393, Part 96(c), with a minimum of 15 units. First-aid kits shall be mounted so as to provide for easy access in the event of an accident, away from foot traffic.

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

- Instant Cold Pack (1)
- Certicaine Burn Spray (1 oz.)
- 1" x 3" Adhesive Bandages (25)
- ¾" x 3" Adhesive Bandages (10)
- Extra Large Adhesive Bandages (10)
- 3" x 3" Gauze Pads (10)
- Antiseptic Wipes (10)
- Alcohol Prep Pads (20)
- Ammonia Inhalants (10)
- 2" x 6 yds. Gauze Bandage
- ½" x 2.5 yds. Adhesive Tape
- Burn Ointment (1/8 oz.) (4)
- Insect Sting Swabs (4)
- PVP Iodine Swabs (4)
- Tweezers (1)
- Scissors (1)
- Safety Pins (5)

Fire Extinguisher: A 5 lb. dry chemical fire extinguisher with a minimum of a 20-A: 180-B:C rating shall be provided in vehicle and shall be mounted in an access compartment with a hinged door or on a vehicular-type quick access bracket away from foot traffic.

Reflectors: Three bi-directional emergency reflective triangles conforming to requirements of FMVSS No. 125, Section 571.125 shall be secured in the storage compartment of the vehicle.

Bloodborne Pathogen Protection Kit: A 10 unit (minimum) kit housed in a polypropylene or metal box and containing at least the following items:

- Gown/Cap (1)
- Goggles (Eye Shield) (1)
- Mask (1)
- Sets of Gloves (3)
- Infectious Liquid Control Powder (2 oz.)
- Scraper (1)
- Red Bio-Hazard Bags with Ties (2)
- Crepe Towels (2)
- Antiseptic Towelettes (4)
- Disinfectant Towelette (4)
- Mouth to Mouth Barrier (1)
- Scoop Bag (3)

Seat Belt Cutter: A Tie Tech, Inc., Safecut Webbing Cutter, or approved equal, shall be secured in the storage compartment of the vehicle.

24.0 Painting and Finishing

24.1 Exterior Paint

Surfaces shall be properly cleaned and primed, as appropriate for the paint used. All exterior surfaces shall be impervious to gasoline and commercial cleaning agents. The exterior of each coach shall be painted in a basic white or light cream color as furnished by the chassis manufacturer.

One or more horizontal reflective decal stripes shall encircle the vehicle immediately below the window line. Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals.

24.2 Paint Scheme

Paint schemes and paint colors of the agencies receiving the vehicles will be furnished to the successful Vendor.

Each agency will have a logo and striping scheme. Each agency's logo and striping scheme will have at least 2 colors, with the possibility of up to 5 colors.

The Vendor shall stripe the vehicle with exterior reflective vinyl tape meeting DOT-C2 standards, which match the agency's logo and striping scheme.

When reflective tape and paint are used for the same color on one vehicle, they **Must Match** (example painting the bus skirt and using tape for stripes on the side of the vehicle must match.)

25.0 Signage

The following internal and external signage is required. Lettering to be Helvetica Medium. Numbers to be 4 inches unless otherwise specified for external signage. **Colors of signs to be selected after award. Full details of size and location will be agreed upon between the Division of Public Transit and the successful bidder.**

25.1 Interior Decals:

- 1) "No Smoking" sign shall be installed on the driver modesty panel.
- 2) "All Passengers Are Required to Wear Seat Belts When Vehicle Is In Motion" sign shall be installed on the driver modesty panel.
- 3) "Clearance ___ feet _____ inches" above driver's visor. (These specific figures on clearance will be determined by exact dimensions of vehicle.)
- 4) Emergency Telephone Numbers
Police:
Ambulance:
Fire:
Transportation System:
- 5) Emergency Equipment sign shall be applied to the storage compartment above the driver's seat.
- 6) Priority Seating Decal: shall be supplied for the first two forward fixed facing seats on both sides.

25.2 Exterior Decals:

- 1) "This Vehicle Makes Frequent Stops" on the backdoor of the vehicle.
- 2) The International Wheelchair Accessibility
Location to be rear right bottom side under light above bumper.
- 3) "**WEST VIRGINIA TRANSIT ASSISTANCE PROGRAM**" paint scheme may be required on the exterior of the vehicle (see section 24)
- 4) "CAUTION: LOADING AND UNLOADING PASSENGERS"
- 5) "THIS VEHICLE STOPS AT ALL RAILROAD CROSSINGS"

26.0 Options

26.1 **OPTION 1: SECURITY CAMERA SYSTEM**

Provide and install REI Bus-Watch system with DBW4 80g hard drive, seat mounted security box with keys and two (2) color dome cameras per bus or Approved Equal. Locations of camera to be selected by the Division of Public Transit.

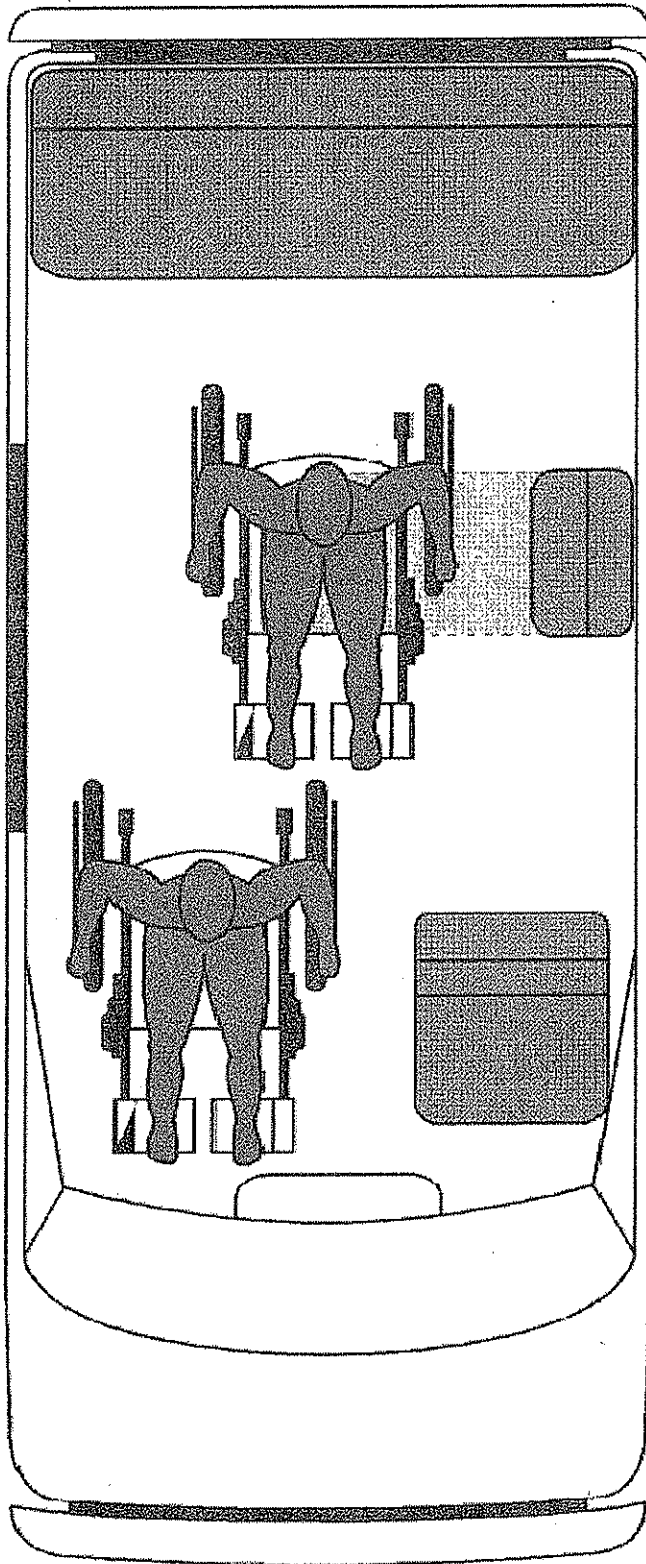
26.2 **OPTION 2: SECURITY CAMERA PLAYBACK SYSTEM**

Provide an REI Bus-Watch playback system with 2 extra 80g hard drives and a 17" color flat screen monitor or Approved Equal.

27.0 Manuals

The contractor shall furnish each transit system one (1) complete parts book and one (1) copies of maintenance manual for each model year vehicle, including wiring schematics of auxiliary circuits, and all other necessary prints for the maintenance of the vehicle and (1) one complete set of OEM Operations manual per transit system.

**ALL MANUALS MUST BE DELIVERED WITH VEHICLES. ORDER
MANUALS UPON RECEIVE OF ACTUAL PURCHASE ORDER.**



PART 3 WARRANTY

1.0 WARRANTIES

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

2.0 WARRANTY REQUIREMENTS

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

2.1 Complete Vehicle

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

2.2 Warranty of Basic Vehicle Structure

The Vendor shall warranty the frame and suspension members for a minimum of three (3) years or 36,000 miles, whichever comes first. This warranty shall not cover air bags, leveling valves, springs or other normal wearing parts. The Vendor is not liable for warranty if the Recipient Agency(ies) voids the warranty as outlined in Section 3.0 of this Part. If the frame or suspension fails or shows indication of imminent failure, the Recipient Agency(ies) will immediately notify the Vendor of said defect. Within ten (10) calendar days the Vendor will inform the Recipient Agency(ies) on how the Vendor will repair the vehicle. Repair of frame and suspension failures will be the responsibility of the Vendor. Within fifteen (15) calendar days from notification of the defect the Vendor shall begin the repair of the frame and suspension defects. If the vehicle with the reported frame and suspension defect is out of revenue service for more than twenty (20) calendar days because of the reported defect, the Vendor will have to either provide a substitute vehicle of equal seating capacity with wheelchair lift (if applicable) of the same age or newer than the vehicle with the defect or directly reimburse the Recipient Agency(ies) the cost of leasing a substitute vehicle. The maximum daily reimbursement will be \$300. The Vendor will have to continue to provide a substitute vehicle or reimburse the Recipient Agency(ies) until the defect is completely repaired.

2.2.1 Warranty Locations

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

2.3 Subsystems and Components

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

ENGINE: Minimum of three (3) years or 36,000 miles, whichever comes first or higher of the OEM.

TRANSMISSION: Minimum of three (3) years or 36,000 miles, whichever comes first or higher of the OEM.

DRIVE AXLE: Minimum of three (3) years or 36,000 miles, whichever comes first or higher of the OEM.

BRAKE SYSTEM: Excluding friction material, Minimum of three (3) years or 36,000 miles whichever comes first or higher of the OEM.

BASIC BODY STRUCTURE INTEGRITY: Minimum of three (3) years or 36,000 miles, whichever comes first or higher of the OEM.

AIR CONDITIONING SYSTEM: Two (2) years or two (2) operating seasons, whichever is greater or higher of the OEM.

WHEELCHAIR LIFT SYSTEM: Two (2) years or higher of the OEM.

ALL ADD ON COMPONENTS: Three(3) years, 36,000 or higher of the OEM.

It is recommended that the vendor supply a warranty grid on all components of the vehicle with the Bid.

3.0 VOIDING OF WARRANTY

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

4.0 EXCEPTIONS TO WARRANTY

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

5.0 DETECTION OF DEFECTS

If the Recipient Agency detects a defect within the warranty periods defined in Section 2.0 of this Part, it shall promptly notify the Vendor's representative five (5) working days after receipt of notification, the Vendor's representative shall either agree that the defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the Vendor's representative or is removed and examined at the Recipient Agency's(ies') property or at the Vendor's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between the Recipient Agency and the Vendor. Work necessary to effect the repairs defined in Section 8.0 of this Part shall commence within ten (10) working days after receipt of notification by the Vendor.

6.0 SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, the Recipient Agency(ies) and the Vendor's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the Recipient Agency(ies) reserves the right to commence the repairs in accordance with Section 8.0.

7.0. FLEET DEFECTS

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

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

8.0 REPAIR PROCEDURES

8.1 Repair Performance

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

8.2 Repairs by Vendor

If the Recipient Agency(ies) requires the Vendor to perform warranty covered repairs, the Vendor's representative must begin the work necessary to make repairs, within ten (10) working days after receiving notification of a defect from the Recipient Agency(ies). The Recipient Agency(ies) shall make the vehicle available to complete repairs timely with the Vendor's repair schedule.

The Vendor will provide, at its own expense, all spare parts, tools and space required to complete repairs. At the Recipient Agency's(ies') option, the Vendor may be required to complete repairs. At Recipient Agency's(ies') option, the Vendor may be required to remove the vehicle from Recipient Agency's(ies') property while repairs are being effected. If the vehicle is removed from Recipient

Agency's(ies)' property, repair procedures must be diligently pursued by the Vendor's representative.

8.3 Repairs by Recipient Agency(ies)

8.3.1 Parts Used

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

8.3.2 Vendor Supplied Parts

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

8.3.3 Defective Components Return

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

8.3.4 Reimbursement for Labor

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

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

8.3.5 Reimbursement for Parts

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

9.0 WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit, or subsystem is rebuilt or replaced by the Vendor or by the Recipient Agency's(ies)' personnel, with the concurrence of the Vendor, the subsystem shall have the unexpired warranty period of the original subsystem.

PART 4 THE VENDOR'S IN-PLANT QUALITY ASSURANCE REQUIREMENTS

1.0 QUALITY ASSURANCE ORGANIZATION

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

1.1 Control

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

1.2 Authority and Responsibility

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

2.0 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

The quality assurance organization shall include the following minimum functions.

2.1 Work Instructions

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

2.2 Records Maintenance

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

2.3 Corrective Actions

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

3.0 STANDARDS AND FACILITIES

3.1 Configuration Control

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

3.2 Measuring and Testing Facilities

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

3.3 Production Tooling as Media of Inspection

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

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

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

4.0 CONTROL OF PURCHASES

The Vendor shall maintain quality control of purchases.

4.1 Supplier Control

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

4.2 Purchasing Data

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

5.0 MANUFACTURING CONTROL

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

5.1 Completed Items

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

5.2 Non-conforming Materials

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

5.3 Statistical Techniques

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

5.4 Inspection Status

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

6.0 INSPECTION SYSTEM

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

6.1 Inspection Stations

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements.

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

6.2 Inspection Personnel

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

6.3 Inspection Records

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

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

6.4 Quality Assurance Audits

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

6.5 Division of Public Transit's Inspector(s)

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

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

7.0 ACCEPTANCE TESTS

7.1 Responsibility

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

7.2 Pre-Delivery Tests

The Vendor shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the Division of Public Transit. These pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle operation. The tests shall be documented. Additional tests may be conducted at the Vendor's discretion to ensure that the completed vehicles have attained the desired quality and have met the requirements of Part 2: Technical Specifications. This additional testing shall be recorded on appropriate test forms provided by the Vendor.

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

7.3 Inspection - Visual and Measured

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

and subsystems that are designed to operate with the vehicle in a static condition do function as designed.

7.4 Total Vehicle Operation

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

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

7.5 Post-Delivery Tests

The Division of Public Transit may conduct acceptance tests on each delivered vehicle. These tests shall be completed within 15 days after vehicle delivery. The purpose of these tests is to identify defects that have become apparent between the time of vehicle release and delivery to the Division of Public Transit. The post-delivery tests shall include visual inspection and vehicle operations.

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

7.6 Vehicle Operation

The road tests for total vehicle operation are similar to those conducted at the Vendor's plant. Operational deficiencies of each vehicle shall be identified and recorded.

Standard Conversion Features

14" Lowered Stainless Steel Floor!

- ADA 56" high entry door and lighting
- ADA 31" wide manual ramp
- 54" long manual fold-out ramp
- 3 passenger rear seat modification
- Permanent driver's seat
- Removable passenger seat
- Four-link style mechanical rear suspension with custom built coil over shock

DIMENSIONS

- Overall height of van 72 1/4"
- Door opening, usable height 56"
- Interior height at center of van 60"
- Interior height at driver and passenger position 60"
- Ground clearance (loaded) 5 1/2"
- Overall interior floor length 88"
- Interior width at "B-pillar" 60"

STANDARD CHASSIS SPECIFICATIONS

- 6,050 lb. GVWR
- 3.3 liter V6 engine
- 4-speed automatic transmission
- Driver & passenger front impact air bags
- Front heating/air conditioning
- P225/65 R 16 BSW all season tires
- 20 gallon fuel tank

OPTIONAL EQUIPMENT

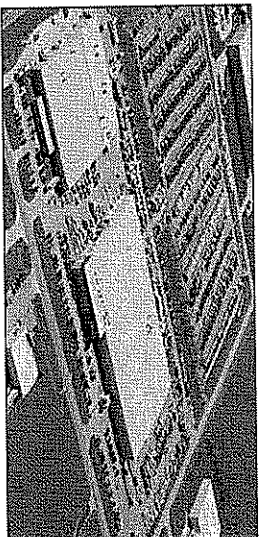
- Rear air conditioning/heating
- Additional Q-Straint belts
- 2 passenger fold-away Freedman™ seating – vinyl/OEM fabric
- Automatic load leveling air suspension
- Interior mounted spare tire with cover

Popular Optional Equipment

(Note: This is only a partial listing of optional equipment. For more complete information, contact your Eldorado National representative.)

OPTIONAL DOT PACKAGE

- First aid kit
- Fire extinguisher
- Reflective triangle kit



With our 250,000 sq. ft. state-of-the-art facility, we are able to provide timely delivery in addition to the exceptional quality that sets the standard in our industry.

At Eldorado National, we constantly improve our product, as a result, all specifications and dimensions are subject to change without notice.



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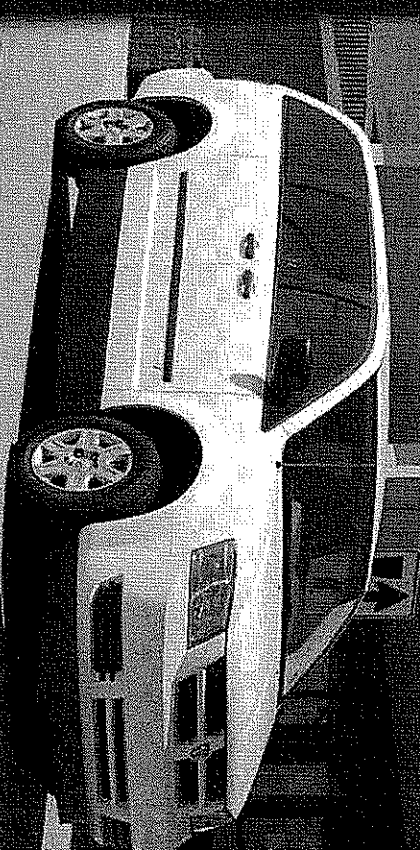


Printed on recycled paper as part of Eldorado National's continuous effort to minimize waste and conserve our natural resources.



Amerivan PT

Eldorado National - Kansas
Their Industries Mobility Division

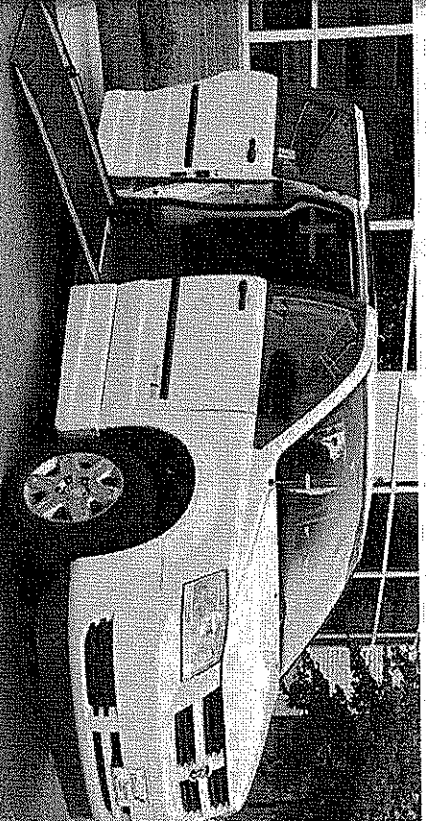


Paratransit Vehicle

Consumer Features . . . Commercial Durability

The Amerivan PT from Eldorado National represents the best in a premium quality lowered-floor minivan for light transit use.

- All the renowned construction features of the consumer version, including the **standard all stainless steel floor**, in an economical, durable commercial version.

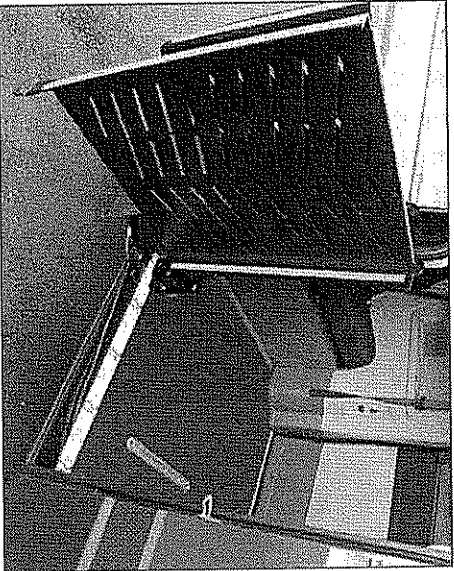


Functional Features



Ramp in position from the interior & removable seat

Amerivan PT features durable vinyl flooring and multiple Q'Straint L-track tie-down locations. Amerivan PT also includes "Quick Release" removable front passenger seating, optional fold-down middle seat and enhanced rear seat capacity for optimum passenger load. Our sturdy manual fold-out ramp has an easy-to-use swing-out gate feature for quick and clear access for all your passengers.



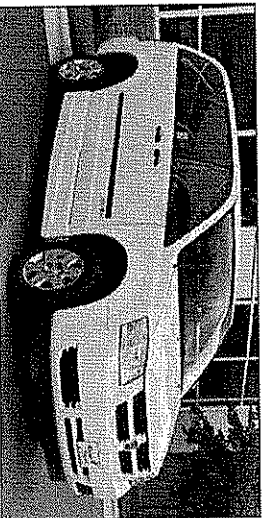
Standard Features

- Safe, commercial grade non-slip flooring made of skid-resistant durable vinyl.
- Easy-to-operate, non-skid manual fold-out ramp.
- Quality tie-down belts – we install the premier tie-down belt system made by Q'Straint – the industry benchmark for safety. You can rest assured that your wheelchair or motorized chair is securely fastened in your van. We also provide two floor tracks so you can determine where to hook the belts.
- The crash-tested Amerivan PT design meets or exceeds all applicable US motor vehicle safety standards.
- The Amerivan PT is built to last ... all air conditioning, heating and braking lines are constructed in durable stainless steel. In fact, we're the only lowered-floor minivan you can buy with an **all stainless steel floor.**

WARRANTY

- 3-year, 36,000 mile warranty

PREMIUM QUALITY CONVERSION

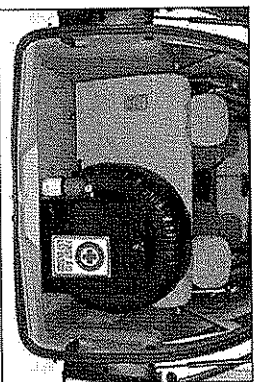


Reliable workmanship

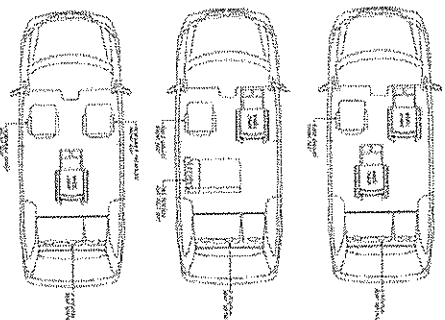
STANDARD FEATURES



"Quick-release" seating

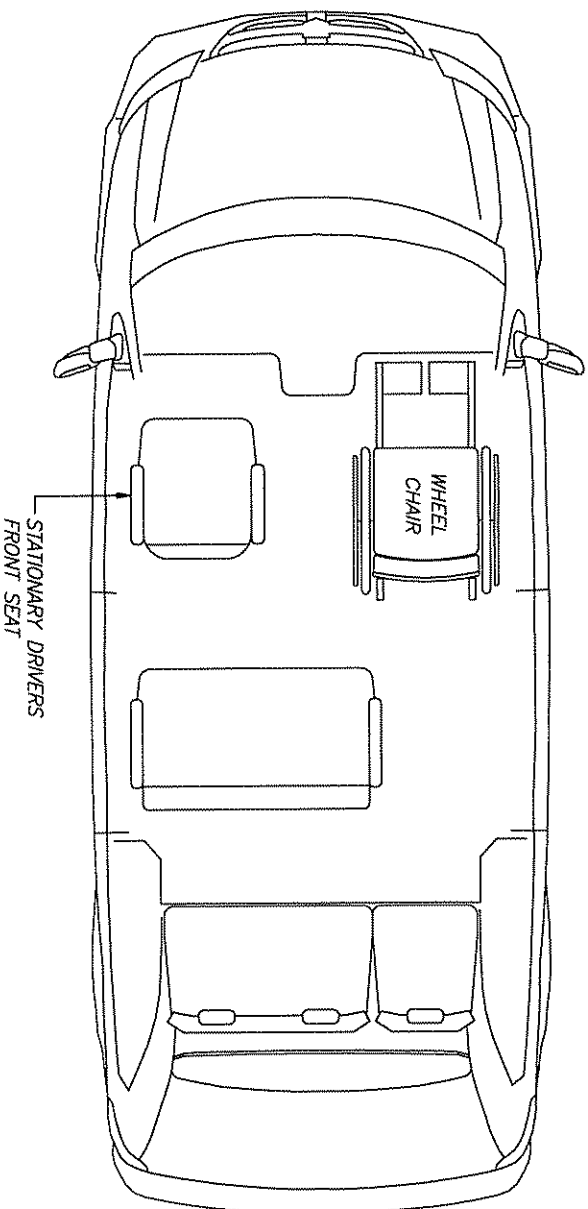


Optional DOT kit




Every Eldorado National component of your Amerivan has undergone rigid testing for safety and performance. The crash tested Amerivan design meets or exceeds all applicable U.S. vehicle safety standard.

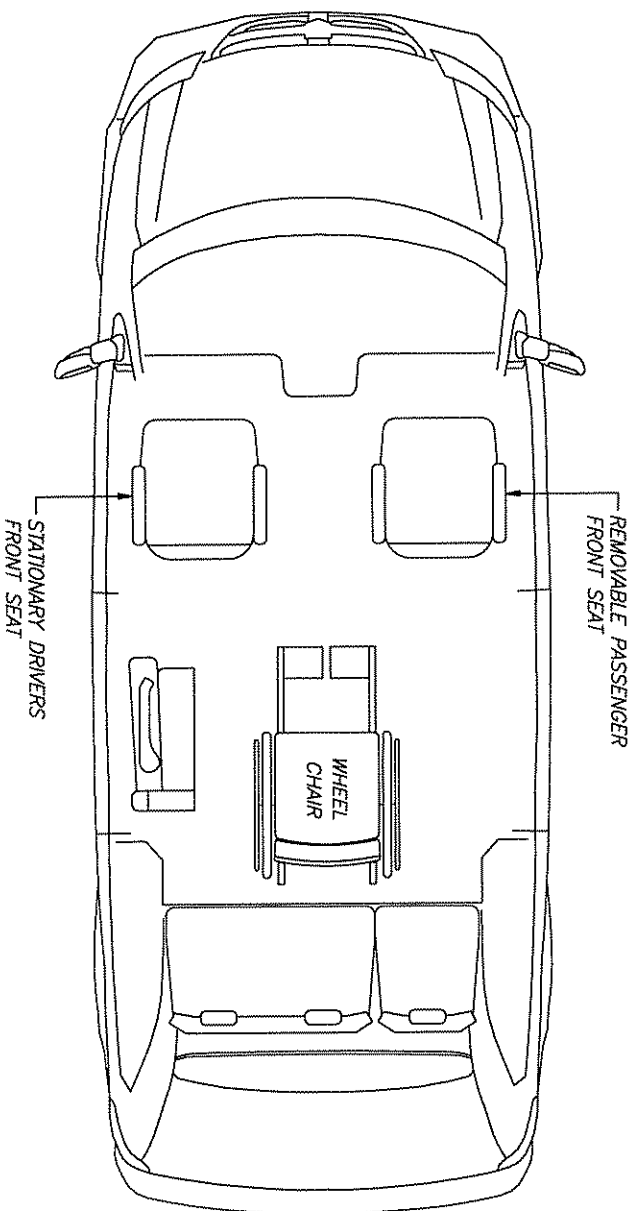
RT FLOOR PLAN 06



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			--	SG	10/21/09		


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RT FLOOR PLAN 05



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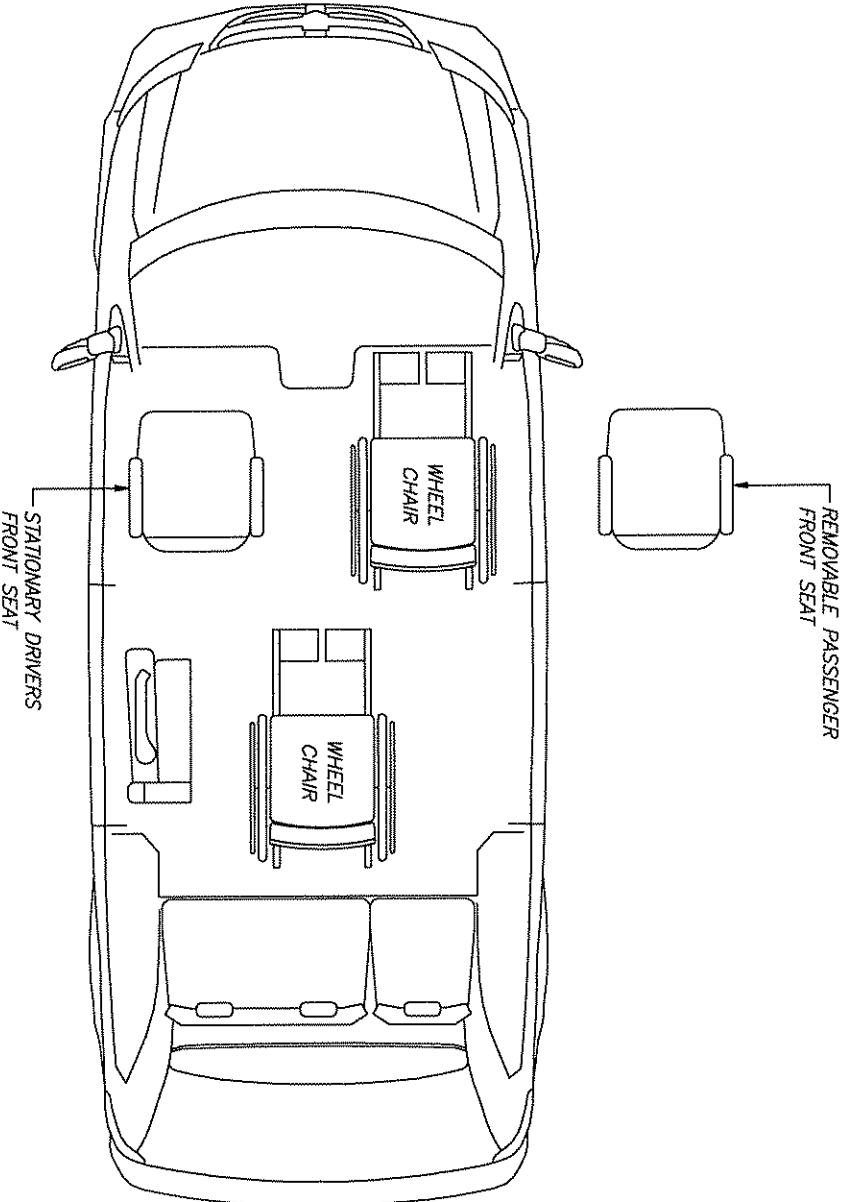
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LAYOUT 05

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RT FLOOR PLAN 05

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PART NUMBER: RT FLOOR PLAN 04

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

Request for Quotation

RFQ NUMBER
PTR10017

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
304-558-2316**

RODNEY

*709033659 434-821-1000
SONNY MERRYMAN INC
PO BOX 495
RUSTBURG VA 24588

SHIPTO

DIVISION OF PUBLIC TRANSIT
BUILDING 5, ROOM 906
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0432 304-558-0428

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/23/2009				

BID OPENING DATE: 01/05/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO REPLACE THE PURCHASING AFFIDAVIT WITH THE ATTACHED REVISED PURCHASING AFFIDAVIT DATED 12/15/09						
BID OPENING DATE AND TIME HAVE NOT CHANGED.						
0001	1	EA		070-93		
ADA COMPLIANT LOWERED FLOOR MINIVAN WITH MANUAL RAMP						
***** THIS IS THE END OF RFQ PTR10017 ***** TOTAL:						<u>\$610,125.⁰⁰</u>

STATE OF WV

2010 JAN -5 A 9:08

RECEIVED

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	1-800-533-1006	1-4-10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales	54-0806176	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

RFQ No. PTR10017

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentally established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Sonny Merryman Inc.

Authorized Signature: [Signature] Date: 1-4-10

State of VIRGINIA

County of Campbell, to-wit:

Taken, subscribed, and sworn to before me this 4th day of January, 2010

My Commission expires 6-30-10, 2010

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
ID# 7014400



Fax Transmittal

TO: Frank Whittaker

DATE: 1-4-10

FAX NUMBER: (304) 558-4115

TIME: 11-2510

FROM: Chad Segls

FAX NUMBER: 434-821-8203

NUMBER OF PAGES (Including Cover Sheet) _____

COMMENTS: Please attach "Addendum 2" to the bid package that I have already sent for PTR10017.

Thanks
[Signature]