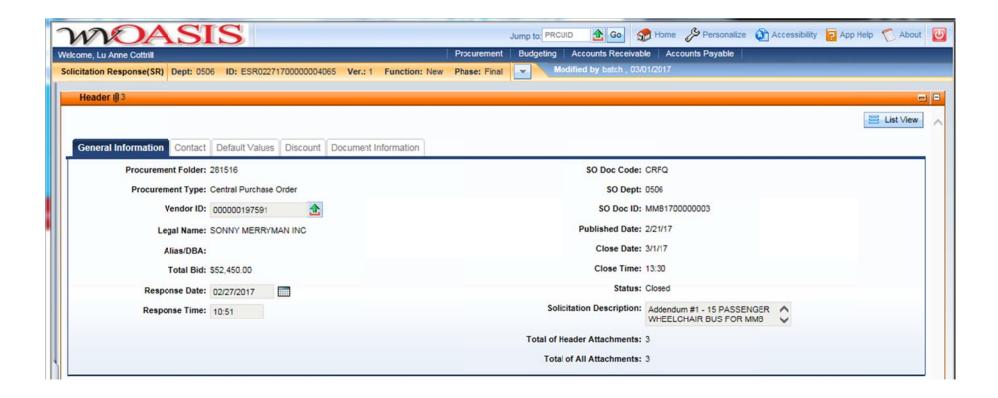
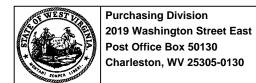


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026 Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





# State of West Virginia Solicitation Response

Proc Folder: 281516

Solicitation Description: Addendum #1 - 15 PASSENGER WHEELCHAIR BUS FOR MMB HOSPITAL

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-03-01 13:30:00	SR 0506 ESR02271700000004065	1

VENDOR

000000197591

SONNY MERRYMAN INC

Solicitation Number: CRFQ 0506 MMB1700000003

**Total Bid :** \$52,450.00 **Response Date:** 2017-02-27 **Response Time:** 10:51:50

Comments:

FOR INFORMATION CONTACT THE BUYER

April Battle (304) 558-0067 april.e.battle@wv.gov

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	15 Passenger Wheelchair Bus	1.00000	LS	\$52,450.000000	\$52,450.00

Comm Code	Manufacturer	Specification	Model #	
25101500				
Extended Descrip	Section 3.1.1 in th	e specifications		

### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of The Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BBHHF) and Mildred Mitchell-Bateman Hospital (MMBH) located at 1530 Norway Avenue Huntington, WV 25705 to establish a contract for the one time purchase of a New fifteen (15) passenger wheelchair bus.
  - PLEASE NOTE: The contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of *Attachment 1: Provisions Required for Federally Funded Procurements.*
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - **2.1** "Contract Item" means a fifteen (15) passenger wheelchair bus as more fully described by these specifications.
  - **2.2 "Pricing Page"** means the pages, contained in WVOASIS or attached as *Exhibit "A"*, upon which Vendor should list its proposed pricing for the Contract Items.
  - **2.3** "Solicitation" means the official notice of and opportunity to supply the State with goods or services that is published by the Purchasing Division.

## 3. GENERAL REQUIREMENTS:

- **3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
  - **3.1.1** Fifteen (15) Passenger Wheelchair Bus.
    - **3.1.1.1** Bus must have a total seating capacity of fifteen (15) passengers.
      - **3.1.1.1.1** Bus must consist of a minimum of twelve (12) seats.
      - **3.1.1.1.2** Bus must have two (2) wheelchair tie downs.
      - **3.1.1.1.3** Bus must have one (1) driver seat.
      - **3.1.1.1.4** Bus must have mid back vinyl on all seating.

3.1.1.1.5	Bus must have AV (Auto Vehicles) handles
	fastened to each passenger seat on top of the
	passenger seat backs.

- **3.1.1.1.6** Bus must have lap restraining seatbelts on all seats.
- **3.1.1.2** Bus must have a minimum of 6.0L, V8 Gasoline engine.
- **3.1.1.3** Bus must have automatic transmission.
- **3.1.1.4** Bus must have anti-lock braking systems.
- **3.1.1.5** Bus must have rubber mat flooring throughout bus.
- **3.1.1.6** Bus must have a minimum of AM/FM radio.
- **3.1.1.7** Bus must have commercial bus T-Slide windows in the passenger compartment with legal tint.
- **3.1.1.8** Bus must be new.
- **3.1.1.9** Bus must have a minimum of 70,000 BTU front and rear air conditioning with 35,000 BTU rear heat.
- **3.1.10** Bus must have interior overhead lights and exterior lift lights.
- **3.1.11** Bus must have six (6) all season standard tires.
  - **3.1.11.1** Bus must have dual rear wheels.
  - **3.1.11.2** Bus must have a full-size spare wheel.
- **3.1.12** Bus must have a fully automatic wheelchair lift.
  - 3.1.12.1 Bus wheelchair lift must measure a minimum of 34"W X 51"L.
  - 3.1.12.2 Bus wheelchair lift must have a minimum lifting weight capacity of 700lbs.
  - 3.1.12.3 Bus wheelchair lift must be located in the rear on the passenger side.
  - 3.1.12.4 Bus wheelchair lift must have a one (1) year warranty for all parts and labor with a zero (0) dollar deductible during this warranty period.

- **3.1.13** Proposed bus's vehicle mechanical features must include a minimum three (3) year or 36,000 mile bumper to bumper warranty with a zero (0) dollar deductible during this warranty period.
- **3.1.14** Bus should be White in color.
- **3.1.15** Bus should have a bi-folding passenger walk through door.

#### 4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost (Lump Sum) as shown on the Pricing Pages.
- **4.2 Pricing Page:** If responding on paper, Vendor should complete the Exhibit "A" Pricing Page by completing the Lump Sum price for the vehicle as well as all contact information. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

If responding within wvOASIS, Vendor should input their Lump Sum price as the Unit Price for the commodity line. wvOASIS will automatically calculate the extended price. Vendor should complete the wvOASIS Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

#### 5. PAYMENT:

**Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. In this case after delivery and acceptance by Mildred Mitchell-Bateman Hospital, vendor can send an original invoice to Accounts Payable Department at 1530 Norway Avenue, Huntington, WV 25705.

#### 6. DELIVERY:

**6.1 Shipment and Delivery:** Vendor shall deliver the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to

proceed. Vendor shall deliver the Contract Items within 180 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1530 Norway Avenue, Huntington WV 25705.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

- **6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- **Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- **Return Due to Agency Error**: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

### 7. VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
  - **7.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
  - **7.1.2** Failure to comply with other specifications and requirements contained herein.

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

- **7.1.4** Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
  - **7.2.1** Immediate cancellation of the Contract.
  - **7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - **7.2.3** Any other remedies available in law or equity.

#### 8. MISCELLANEOUS:

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

Contract Manager: \_\_C. Chad Seals

Telephone Number: \_\_1-800-533-1006

Fax Number: \_\_1-434-821-8203

Email Address: \_\_chad@sonnymerryman.com



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

### State of West Virginia Request for Quotation 36 — Vehicles

Proc Folder: 281516

Doc Description: 15 PASSENGER WHEELCHAIR BUS FOR MMB HOSPITAL

Proc Type: Central Purchase Order

 
 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2017-02-02
 2017-03-01 13:30:00
 CRFQ
 0506 MMB1700000003 1
 1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

### VENDOR

Vendor Name, Address and Telephone Number:

Sonny Merryman Inc 5120 Wards Road Evington, Va. 24550 (P)(800) 533-1006

FOR INFORMATION CONTACT THE BUYER

April Battle (304) 558-0067 april.e.battle@wv.gov

Signature X

FEIN # 540806-176

DATE 03/01/2017

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

	7.1.3	Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
	7.1.4	Failure to remedy deficient performance upon request.
7.2	The followin	g remedies shall be available to Agency upon default.
	7.2.1	Immediate cancellation of the Contract.
	7.2.2	Immediate cancellation of one or more release orders issued under this Contract.
	7.2.3	Any other remedies available in law or equity.

## 8. MISCELLANEOUS:

Contract Manager

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

C Chad Saale

Contract Manager.	C. Chau Seais
Telephone Number:	1-800-533-1006
Fax Number:	1-434-821-8203
Email Address:	chad@sonnymerryman.com

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.
1 111 82 1 1 1
Clare Tills - Communeur Salo
(Name, Title) C. Chad Seals - Commercial Sales
(Printed Name and Title)
5120 Wards Road Evington, Va. 24550
(Address) 1-800-533-1006 / 1-434-821-8203
(Phone Number) / (Fax Number) chad@sonnymerryman.com
(email address)
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.
Sonny Merryman Inc. (Company)
(company)
COUX - Cammind Sal
(Authorized Signature) (Representative Name, Title)
C. Chad Seals - Commercial Sales
(Printed Name and Title of Authorized Representative)
03/01/2017
(Date)
1-800-533-1006 / 1-434-821-8203
(Phone Number) (Fax Number)

# STATE OF WEST VIRGINIA Purchasing Division

# **PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

#### **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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

# WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Sonny Merryman Inc.	
Authorized Signature:	Date: 02/23/2017
State of VIRGINIA	
County of <u>CAMPBELL</u> , to-wit:	
Taken, subscribed, and sworn to before me this 23 day	y of <u>February</u> , 20 <u>17</u> .
My Commission expires April 30	, 20 <u>20.</u> .
AFFIX SEAL HERE NOTARY PUBLIC REG # 110524	NOTARY PUBLIC Usely M Overstree! #110584

# PRICING PAGE CRFQ MMB1700000003

EXHIBIT "A"

T	Estimated							
Item #	Usage:	Description		Lump Sum Price				
3.1.1	1 EA	Fifteen (15) Passenger Wheelchair Bus		\$52,450.00				
		GRAND TOTAL LUMP SUM BID SUB	MISSION	\$52,450.00				
Awarding of the contract will be to the vendor who provides the lowest overall GRAND TOTAL cost and meets or exceeds the specifications of the Request for Solicitation.  The quantities listed in Solicitation are approximations only, based on estimates supplied by the Agency.								
It is underst whether mo	ood and agre	ed that the Contract shall cover the quantities $\epsilon$ in the quantities shown.	actually ordered during the term	of this Contract,				
Company N	lame:	Sonny Merryman Inc						
Sales Repre	sentative:	C. Chad Seals						
Vendor Add	iress:	5120 Wards Road Evington, VA. 24550						
Vendor Pho	ne:	1-800-533-1006	Fax Number:	1-434-821-8203				
Email Addr	ess:	<u>cnad@sonnymerryman.com</u>						
1	1.	USC	3/1/20	017				
	Sign	ature	Date					
Remit to Ac	idress:	5120 Wards Road						
		Evington, VA. 24550						

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ MMB1700000003

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

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

Add	en	<u>du</u>	m	<u>Num</u>	<u>bers</u>	Rece	ved:
						_	

(Check the box next to each addendum received)

[ v		Addendum No. 1	[	]	Addendum No. 6
[	]	Addendum No. 2	[	]	Addendum No. 7
[	]	Addendum No. 3	[	]	Addendum No. 8
[	]	Addendum No. 4	[	]	Addendum No. 9
[	]	Addendum No. 5	ſ	]	Addendum No. 10

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

Company

Authorized Signature

2/27/17

Date

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

# SOLICITATION NUMBER: CRFQ MMB1700000003 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ MMB1700000003 ("Solicitation") to reflect the change(s) identified and described below.

## Applicable Addendum Category:

	Modify bid opening date and time
[ ]	Modify specifications of product or service being sought
[X]	Attachment of vendor questions and responses
[]	Attachment of pre-bid sign-in sheet
[ ]	Correction of error
[]	Other

Description of Modification to Solicitation: To list the questions and answers to this solicitation.

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

## **Terms and Conditions:**

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

# The **Senator II**





As a leader in the medium-duty transit bus industry, the Senator II is backed by StarTrans' commitment to excellence. That's why design, durability and attention to detail are at the forefront of how we do business.

- **Design.** When it comes to design, the Senator II delivers. Engineered to accommodate a variety of seating arrangements, including wheelchair accessibility and various storage options in luggage, the Senator II gives you the versatility you need to meet your passengers' needs.
- **Durability.** All of our products undergo a series of rugged testing procedures in Altoona, Pennsylvania, to ensure their structural integrity and we back our buses with a 5-year/75,000 mile body structural warranty.
- **Detail.** StarTrans Bus doesn't take a backseat when it comes to passenger convenience and comfort. Wide aisles and doors for easy accessibilty, spacious luggage racks, large windows and straight side wall construction to maximize passenger shoulder space are just some of the benefits of the Senator II.

If you need buses that perform well, look great and deliver on promises, look to the Senator II from StarTrans Bus.

# **Senator II** Features

# Features to Meet Your Specific Needs



Optional ADA wheelchair lift mounted in the rear of the bus



Optional high-back seats, upholstery, padded cloth walls and ceiling, and overhead luggage racks



Driver's switch panel conveniently located within view of the road and not on the engine cover



# The **Senator II**

# STARTRANS BUS a division of Forest River, Inc.

## **Standard Exterior Feature Highlights**

- Fully welded steel cage construction with laminated sidewall structure meeting all applicable FMVSS requirements
- "Starview" drivers visibility window in front of entry door
- Electric actuated passenger entry door with full length glass
- 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white galvanized steel sidewalls and skirts
- Fiberglass front and rear caps
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Sealed LED stop, tail, and turn signal lights with reverse lights
- Exterior LED front and rear marker lights

### **Standard Interior Feature Highlights**

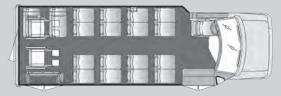
- 93" interior width
- 80" interior floor to ceiling height with standard floor (raised floor is 75")
- Floor and wall seat track for flexible seating
- Black slip resistant floor covering
- 5/8" exterior grade plywood flooring
- Ceiling and rear wall fabric for sound abatement
- FRP (fiberglass reinforced plastic) sidewalls for ease of cleaning
- White step nosing
- 1.25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- LED Entry door step well lights
- LED driver and passenger area lighting
- Non-retractable seat belts

### **Popular Option Highlights**

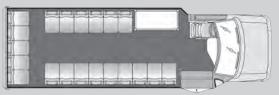
- Stainless steel wheel inserts
- Luggage Storage areas (overhead luggage racks with reading lights, interior luggage racks, rear storage area)
- Rear emergency door with window(s)
- Passenger area rear heat and air conditioning
- Complete rubber flooring
- Passenger grab rails
- Ceiling and rear wall fabric for sound abatement
- Audio and video systems
- · Mid back or high back seating
- ADA and FMVSS compliant wheel chair lifts and securement systems
- Fiberglass side walls and skirts



12 Passenger 2 Wheelchair 4 Passenger Foldaway Seats Plus Driver



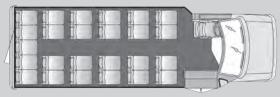
16 Passenger 2 Wheelchair 4 Passenger Foldaway Seats Plus Driver



20 Passenger with Interior Luggage Plus Driver



21 Passenger with Rear Luggage Plus Driver



25 Passenger Plus Driver





Due to our commitment to product quality, specifications and options are subject to change without notice in the interest of product improvement and market changes.

StarTrans Bus, a division of Forest River, Inc., is owned by Berkshire Hathaway, one of the most respected and financially secure companies in the industry.



Scan this barcode using a QR Reader on your smart phone to learn more about Forest River.

