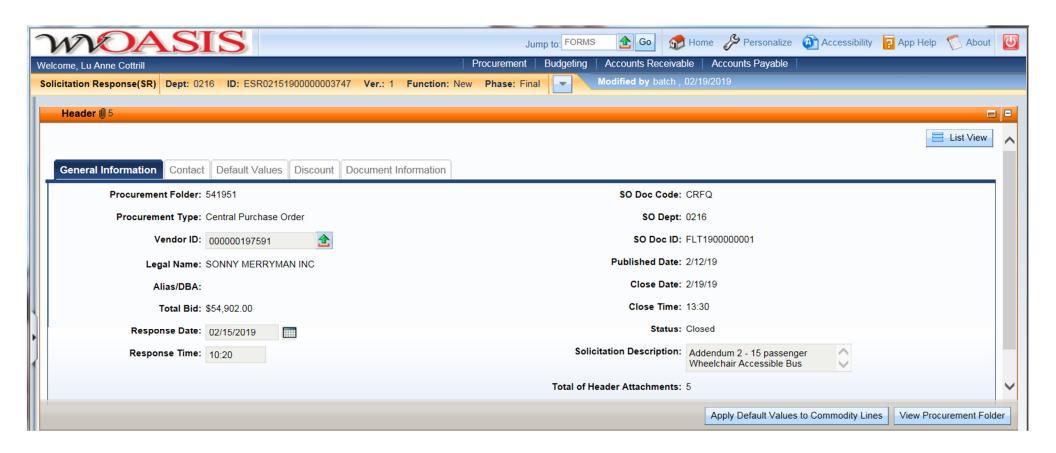
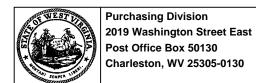


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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: 541951

Solicitation Description: Addendum 2 - 15 passenger Wheelchair Accessible Bus

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-02-19 13:30:00	SR 0216 ESR02151900000003747	1
	10.00.00		

VENDOR

000000197591

SONNY MERRYMAN INC

Solicitation Number: CRFQ 0216 FLT1900000001

**Total Bid:** \$54,902.00 **Response Date:** 2019-02-15 **Response Time:** 10:20:11

**Comments:** 

FOR INFORMATION CONTACT THE BUYER

Linda B Harper (304) 558-0468 linda.b.harper@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	2019 or newer 15 passenger Wheelchair accessible bus	1.00000	EA	\$54,902.000000	\$54,902.00

Comm Code	Manufacturer	Specification	Model #	
25101502				

Extended Description :

2019 or newer 15 passenger Wheelchair accessible bus per the attached specifications.

### STATE OF WEST VIRGINIA Purchasing Division

### **PURCHASING AFFIDAVIT**

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Sowny Merryygow Ture.		
Authorized Signature:		Date: 2/11/19
State of Virginia		
County of Campbell to-wit:		
Taken, subscribed, and sworn to before me this Ilth day	y of <u>February</u>	, 20 <u>19</u> .
My Commission expires HOGAN Millian 30	, 20 <u>20</u> .	•
AFFIX SEAL HERE PUBLIC	NOTARY PUBLIC	Vata Melner
MY COMMISSION  EXPIRES  O6/30/2020  WIREMAN  OF THE PROPERTY O		Purchasing Affidavit (Revised 01/19/2018

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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

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

Addendum Numbers Received:	· · · · · · · · · · · · · · · · · · ·
(Check the box next to each addendum rec	ceived)
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5	☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ Addendum No. 10
I further understand that any verbal represe discussion held between Vendor's represer	eipt of addenda may be cause for rejection of this bid entation made or assumed to be made during any oral ntatives and any state personnel is not binding. Only d to the specifications by an official addendum is
Sonny Merryman Inc.	
Company  Authorized Signature	
Authorized Signature	
2/14/19	
Date / /	

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

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: FLT1900000001

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

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

	Addendum Numbers Received:						
(Che	ck the	bo:	x next to each addendun	n received	1)		
	[ 🗸	ĺ	Addendum No. 1	Į.	]	Addendum No. 6	
	[√.	]	Addendum No. 2	[	]	Addendum No. 7	
	[	]	Addendum No. 3	[	]	Addendum No. 8	
	[ ]	]	Addendum No. 4	[	]	Addendum No. 9	
	[ ]	]	Addendum No. 5	[	]	Addendum No. 10	
furth discu	understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.						
'						Sonny Merryman, Inc.	
						Company	
	C-CUG						
						Authorized Signature	
						2/14/2019	
						Date	

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

Revised 6/8/2012

<b>DESIGNATED CONTACT:</b> Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.
Cypellary Co text Commercial Soles
(Name, Title)
C. Chad Seals - Commercial Sales
(Printed Name and Title) 5120 Wards Road, Evington, Va. 24550
(Address)
(800)-533-1006
(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)  - Chad Sents Commocial Sales
(Authorized Signature) (Representative Name, Title)
C. Chad Sents - Commount Siles
(Printed Name and Title of Authorized Representative)
2/14/19
(Date) /
(800)-533-1006
(Phone Number) (Fax Number)

- 7.1 The following shall be considered a vendor default under this Contract.
  - **7.1.1** Failure to provide Contract Items 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:

Contract Manager:					
Telephone:	(800)-533-1006				
Fax:	(434)-821-4456				
Email:	chad@sonnymerryman.com				

1 nors

warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.

### 3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements: Contract Item must meet or exceed the mandatory requirements listed below.
  - 3.1.1 15 (fifteen) Passenger Wheelchair Bus
    - **3.1.1.1** Bus must have a total capacity of fifteen (15) passengers.
      - 3.1.1.1.1 Consisting of twelve (12) seats.
      - 3.1.1.1.2 Two (2) wheelchair tie downs.
      - **3.1.1.1.3** One driver seat.
      - **3.1.1.1.4** The driver and twelve (12) passenger seats must be mid back vinyl.
      - 3.1.1.5 Must have interior AV grab handles fastened on the tops of the seat backs, and they will be required to be on each seat to make it easier for the passengers to get up and have a place to hold on to.
      - 3.1.1.1.6 All seats must have seat belts.
      - **3.1.1.1.7** Fuel type must be Gasoline.
    - 3.1.1.2 The bus vehicle mechanical features must include a minimum of three (3) year or 36,000-mile bumper to bumper warranty with a zero-dollar deductible during this warranty period with the authority to use the closest dealer in proximity for warranty issues.
    - 3.1.1.3 Bus must have a fully automatic wheelchair lift

### One, 2019 or Newer 15 Passenger Wheelchair Accessible Bus FOR THE REAL ESTATE DIVISION, PARKING SECTION

- 3.1.1.3.1. Wheelchair lift must have a minimum one (1) year warranty for all parts and labor with a zero dollar deductible during this warranty period.
- 3.1.1.3.2. Wheelchair securement areas and systems shall fully comply with all applicable U.S. Department of Transportation's American's with Disabilities requirements.
- 3.1.1.4 Bus must have a minimum of 6.0L EFI V8 Engine, or Hybrid equal.
- 3.1.1.5 Bus must have automatic transmission.
- 3.1.1.6 Bus must have anti-lock braking system.
- **3.1.1.7** Bus must have Mor/Ryde suspension system or equal with the following:
  - 3.1.1.7.1 Minimum 4" suspension travel
  - 3.1.1.7.2 Added lateral support to reduce frame stress
  - **3.1.1.7.3** A shock absorber at each wheel where needed
  - 3.1.1.7.4 Suspension should have sufficient capacity to accommodate 15 passengers which include all mobile related ADA equipment, wheelchairs, etc.
- **3.1.1.8** Bus must have rubber mat flooring.
- 3.1.1.9 Bus must be white in color.
- **3.1.1.10** Bus must have six (6) all season standard tires.
  - 3.1.1.10.1 Bus must have dual rear wheels
- 3.1.1.11 Bus must have legal tinted windows.
- 3.1.1.12 Bus must have bi-folding passenger walk through door.
- 3.1.1.13 Bus must have a minimum of 70,000 BTU front and rear air conditioning with 35,000 BTU rear heat.
- 3.1.1.14 Bus must have a minimum of an AM/FM radio.
- 3.1.1.15 Bus must have interior overhead lights and exterior lift lights.
- 3.1.1.16 Bus wheelchair lift must measure a minimum of 34"W x 54"L.

## One, 2019 or Newer 15 Passenger Wheelchair Accessible Bus FOR THE REAL ESTATE DIVISION, PARKING SECTION

- 3.1.1.16.1 Wheelchair lift must have a minimum lifting weight capacity of 1,000 lbs.
- **3.1.1.16.2** Wheelchair lift must be located in the rear on the passenger side.
- 3.1.1.17 Bus must have power steering.
- 3.1.1.18 Bus must have license mounts located on the front and rear bumpers. Prior to delivery, vehicle must be pre-drilled, with hardware installed, to meet specifications required for both front and rear license plates. Any vehicle delivered without such plate mounts will be rejected.
- 3.1.1.19 Bus must have Bluetooth and back-up camera with LCD display.

#### 3.1.2 WHEELCHAIR SECUREMENT SYSTEM

- 3.1.2.1 Each wheelchair station shall have a securement system fully complying with ADA requirements and capable of securing most common wheelchairs and other mobility aid devices. Each wheelchair space shall have at least six (6") inches in between each space for easy access of driver.
- 3.1.2.2 At each required wheelchair position, a wheelchair security system shall be provided to securely hold the wheelchair in the wheelchair position.
- 3.1.2.3 Provisions shall be made, in the wheelchair position area, to stow the straps and buckles off the floor when they are not in use. The stored straps shall not interfere with passenger movement or sitting space.
- 3.1.2.4 The vendor shall provide with vehicle upon delivery a pamphlet, brochure or similar literature describing and instructing the use and maintenance of the wheelchair securement system and shall demonstrate to the recipient the proper method of using the system. Demonstration of the securement system must be performed to insure correct use of the system.
- **3.1.2.5** A restraint system shall be provided for the occupant of the wheelchair at each wheelchair position. The restraint system shall

be a seat belt assembly permanently attached to the floor or side of the vehicle or to the wheelchair lock supports. The restraint system shall be capable of securing a passenger in all types of wheelchairs or scooters, while the chairs are locked in position. The seat belt shall be at least eighty (80) inches long and shall be easily fastened and unfastened by the wheelchair occupant. Each seat belt shall be equipped with a retractor or other device, which keeps the seat belt webbing or strap off the floor when the seat belt is not in use. A complete retreactable wheelchair and occupant restraint system with S-Hooks shall be installed at each wheelchair location. The system will have automatic belt retractors; tensioning knobs; and easy to use tension release mechanisms. The system shall be a Q-Straint QRT 360 Deluxe, Secura brand, or equal with the brand appropriate L-Track System to be used.

- **3.1.2.6** Wheelchair retractors shall be fully automatic, auto locking and self-tensioning.
- **3.1.2.7** Retractors shall automatically remove any slack in the webbing after they are secured to the wheelchair.
- 3.1.2.8 Retractors are self-retracting; therefore, no belts are left on the floor, keeping them cleaner and longer lasting.
- 3.1.2.9 Retractor shall have a 'LOCKED' indicator tag and shall only be visible when the retractor is in the LOCKED mode assuring the retractor is not in the release condition when properly secured to the wheelchair.
- **3.1.2.10** Restractors shall be heavy duty with heat treated structural components and plated for superior corrosion resistance.
- 3.1.2.11 Retractors shall have BLUE or BLACK webbing and the occupant restraints shall be of a contrasting color for easy identification in the field. Retractors shall be designed to be low profile to fit under most wheelchair foot rests.
- **3.1.2.12** Retractors shall be equipped with anchoring points for the attachment of the occupant restraint lap belts.
- **3.1.2.13** Retractors shall be able to be used with a variety of shoulder/lap belt combinations.

- **3.1.2.14** Retractors shall have manual knobs for additional tightening, if needed.
- **3.1.2.15** Retractor shall be able to secure a wheelchair with one hand in as little as 10 seconds.
- **3.1.2.16** Retractors shall have a warranty period of three (3) years and shall have a manufacturing label to identify the part number and date of manufacture for easy traceability.
- **3.1.2.17** Retractors, occupant restraints, and anchoring equipment shall be installed in accordance with the manufacturer's installation instructions and recommendations.
- 3.1.2.18 Medium-duty L-Track with flanges, mounting holes, and clear anodized finish to be used, like FE-748-100-PD4C track with end caps, or equal, floor anchoring product for wheelchair tie-downs and occupant restraint systems. The division accepts standard non-anodized aluminum L-Track. L-Track should run full length of the vehicle.
- 3.1.2.19 The seams between the flooring and the track need to be treated to ensure that no moisture can get to the track to cause track deterioration.
- **3.1.2.20** Track and securement system need to comply with manufacturer's recommendations using the same manufacturer's track and securement system.
- 3.1.2.21 Vendor shall provide four (4) each of 16" (sixteen inch) quick straps for each for each securement location.
- **3.1.2.22** The retractors shall be designed to be low profile to fit under most wheelchair foot rests.
- 3.1.2.23 The vendor shall provide upon delivery a pamphlet, brochure or similar literature describing and instructing the use and maintenance of the wheelchair securement system and shall demonstrate to the recipient the proper method of using the system. Demonstration of the securement system must be performed to insure correct use of system.
- **3.1.3 EXTERIOR:** Vehicle exterior paint whall be OEM standard "white" finish.

- 3.1.3.1 Sign and numbers shall be fade, chip, and peel resistant: NO painted signs, decals, or pressure sensitive appliques.
- 3.1.3.2 All decals shall be sealed with clear, waterproof sealant around the edges and on all exposed surfaces.
- 3.1.3.3 Successful vendor to work directly with State of West Virginia, Fleet Management Division regarding what logo, stripes, etc. to be applied.

#### 3.1.4 EXTERIOR REFLECTIVE VINYL TAPE

- 3.1.4.1 The vehicle shall be stripped from front to back with exterior white reflective vinyl tape around the egress passenger windows, meeting DOT-C2 standards.
- 3.1.4.2 When the existing logos are not on the rear of the vehicle, the white reflective tape must circle the rear emergency door window, if present, even when the color vinyl is used in the logo.
- 3.1.4.3 When reflective tape and paint are used for the same color on vehicle, they must match (Example: painting the vehicle skirt and using tape stripes for the side of the vehicle must match.)
- **3.1.4.4** Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals.
- 3.1.5 INTERIOR DECALS: To be installed unless noted otherwise.
  - 3.1.5.1 "No Smoking" at the front top of the vehicle.
  - **3.1.5.2** "Seat Belt Useage Required" at the front top of the vehicle.
  - **3.1.5.3** "EMERGENCY EQUIPMENT" RED, Parking Section will install.

	3.1.5.4	All emergency exits and windows to be noted with decals.
	3.1.5.5	Clearance feet inches" above driver's visor. Specific figures on clearance will be determined by exact dimension of vehicle.
	3.1.5.6	"Emergency Dial 911" at the top front of the vehicle.
	3.1.5.7	Black lettering on yellow background "Watch Your Step" decal shall be affixed to entrance stop riser.
3.1.6	EXTER	IOR DECALS: To be supplied and installed.
	3.1.6.1	"Vehicle Stops at all Railroad Crossings" on the back of the vehicle.
	3.1.6.2	The International Wheelchair Accessibility symbol on the back of the vehicle.
	3.1.6.3	"Caution Frequent Stops" on the back of the vehicle.
	3.1.6.4	"CAUTION: STAND CLEAR FOR LIFT OPERATIONS" on lift door.
3.1.7	EMERG	ENCY/SAFETY EQUIPMENT
	3.1.7.1	First Aid Kit – First Aid kit shall comply with the United States Department of Labor, Occupational Safety & Health Administration's minimal acceptable number and type of first-aid kits required under paragraph (d) (2) of the logging standards. First-Aid kits shall be stored in storage compartment or mounted so as to provide for access in the event of an accident, away from foot traffic.
	3.1.7.2	Kit shall be housed in a polypropylene or metal box which contains at least the following items:

Instant Cold Pack (1)

Certicaine or Burn Spray (minimum 1 oz)

3.1.7.2.1

3.1.7.2.2

3.1.7.2.3	1"x3", or comparable size, Adhesive Bandages, twenty five (25)
3.1.7.2.4	3/4" x 3", or comparable size, Adhesive Bandages, ten (10)
3.1.7.2.5	Extra Large Adhesive Bandages, ten (10)
3.1.7.2.6	3"x3" minimum size Gauze Pads, ten (10)
3.1.7.2.7	Antiseptic Wipes, ten (10)
3.1.7.2.8	2" x 6 yds minimum size Gauze Bandage
3.1.7.2.9	½" x 2.5 yds. or similar Adhesive Tape
3.1.7.2.10	Burn Ointment (1/8 oz minimum), four (4)
3.1.7.2.11	Insect Sting Swabs, four (4)
3.1.7.2.12	PVP Iodine Swabs, four (4)
3.1.7.2.13	Tweezers, one (1)
3.1.7.2.14	Scissors, one (1)
3.1.7.2.15	Safety Pins, five (5)

- 3.1.8 Fire Extinguisher 5 lb dry chemical fire extinguisher with a minimum of a 20-A:180-B: C rating shall be approved in vehicle and shall be mounted in an accessible compartment with a hinged door or on a vehicular-type quick access bracket away from foot traffic.
- 3.1.9 Web/Seat Belt Cutter: A 5.5" x 3" Web/Seat Belt Cutter shall be secured in a location accessible from the driver's seat.
- 3.1.10 Safety Vest: A highly visible reflective safety vest to be worn by the driver in case of an emergency that makes the driver visible to evacuating passengers and other motorists.

### 4. CONTRACT AWARD:

### One, 2019 or Newer 15 Passenger Wheelchair Accessible Bus FOR THE REAL ESTATE DIVISION, PARKING SECTION

- 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 as shown on the Pricing Page.
- 4.2 Pricing Page: If responding on paper, Vendor should enter the Unit Price on page two (2), Commidity Line 1, then multiply by the Unit Price by the Quantity, and enter the Total Price in Commodity Line 1. Vendor must include the manufacturer, brand, model name, and number of vehicle in the column provided. 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 enter the Unit Price for the commodity line and WVOASIS will automatically calculate the Total Price. Vendor must include the manufacturer, brand, model name, and number of vehicle. 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.

#### 5. 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 the Real Estate Division, Parking Section, 601 57<sup>th</sup> Street SE, Suite 3, Charleston, WV 25304. The original invoice, Certificate of Origin, odometer statement, and title application must be completed and delivered to the Fleet Management Office, 2101 Washington Street, Charleston, WV 25305, Attention: Ms. Becky Farmer.

### One, 2019 or Newer 15 Passenger Wheelchair Accessible Bus FOR THE REAL ESTATE DIVISION, PARKING SECTION

#### 6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 90 working days after receiving a purchase order. Contract Items must be delivered to Real Estate Division, c/o Surplus Property, 2700 Charles Avenue, Dunbar, WV 25064.
- 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.

- **Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 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.
- 6.5 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:



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: 541951		
	Doc Description: One (1 Proc Type: Central Purch	) 2019 or newer 15 passenger Wheelchair Accessible	e Bus
Date Issued	Solicitation Closes	Solicitation No	Version
2019-01-25	2019-02-08 13:30:00	CRFQ 0216 FLT1900000001	1

BID RECEIVING LOCATION

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

**VENDUK** 

Vendor Name, Address and Telephone Number:

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

FOR INFORMATION CONTACT THE BUYER

Linda B Harper (304) 558-0468 linda.b.harper@wv.gov

Signature X

FEIN

540806176

DATE 2/14/19

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

