



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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 2

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 461005

Procurement Type: Central Master Agreement

Vendor ID: 000000197591

Legal Name: SONNY MERRYMAN INC

Alias/DBA:

Total Bid: \$397,314.00

Response Date: 08/15/2018

Response Time: 13:21

SO Doc Code: CRFQ

SO Dept: 0805

SO Doc ID: PTR1900000003

Published Date: 7/31/18

Close Date: 8/15/18

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum 2- 158" Wheelbase  
Cutaway Vehicle Paratransit



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

State of West Virginia  
 Solicitation Response

Proc Folder : 461005

Solicitation Description : Addendum 2- 158" Wheelbase Cutaway Vehicle Paratransit

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-08-15 13:30:00	SR 0805 ESR08151800000000724	1

VENDOR
000000197591 SONNY MERRYMAN INC

Solicitation Number: CRFQ 0805 PTR1900000003

Total Bid : \$397,314.00      Response Date: 2018-08-15      Response Time: 13:21:08

Comments:

**FOR INFORMATION CONTACT THE BUYER**  
 Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

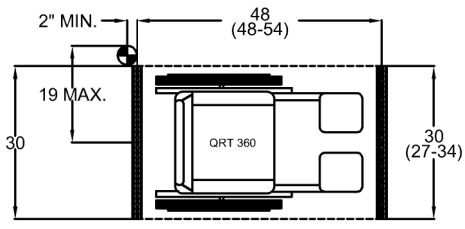
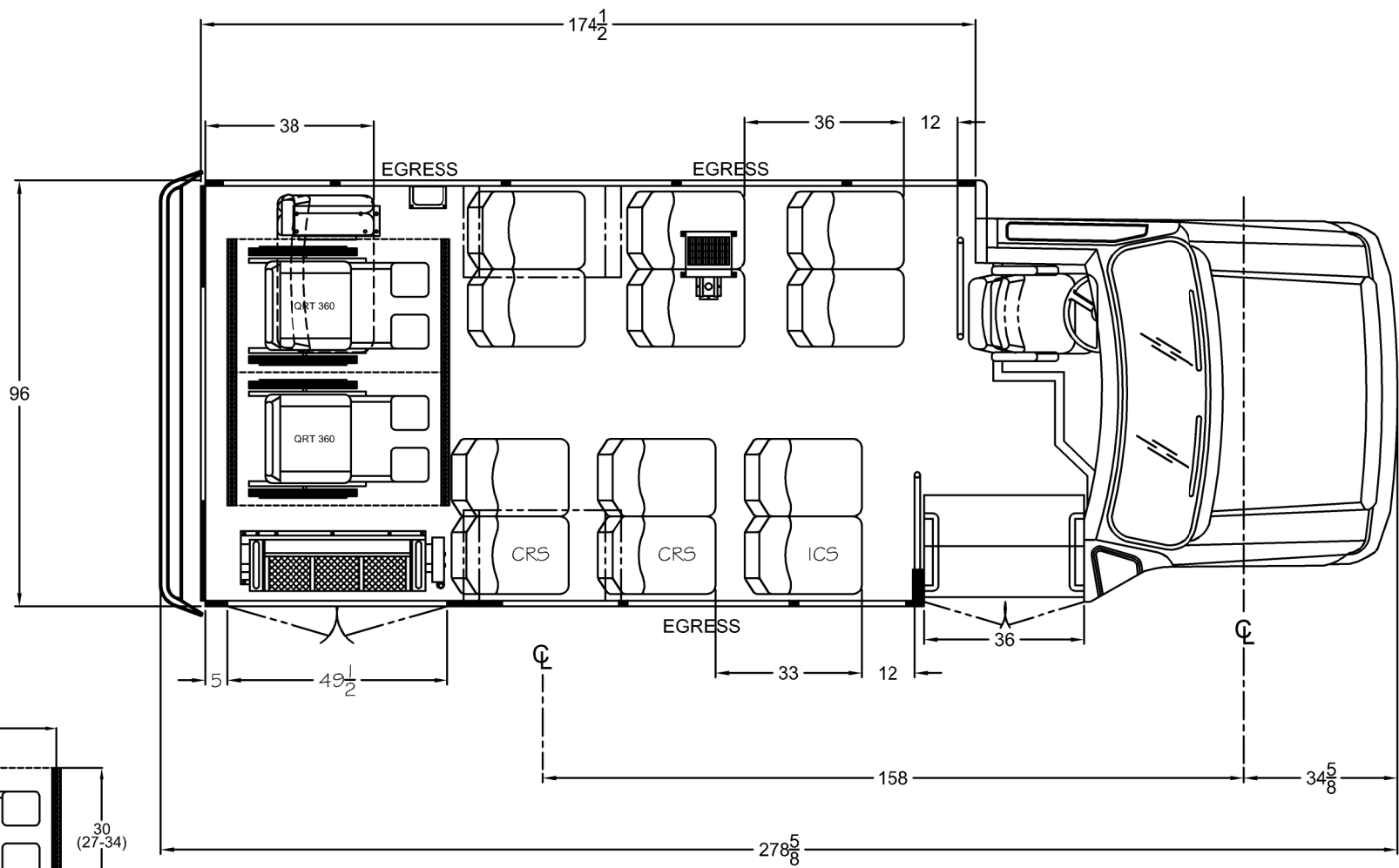
Signature on File      FEIN #      DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	158" Wheelbase Cutaway Vehicle Paratransit	1.00000	EA	\$397,314.000000	\$397,314.00

Comm Code	Manufacturer	Specification	Model #
25101502			

**Extended Description :** 158" Wheelbase Cutaway Vehicle Paratransit  
\*\*\*\*\*  
Vendor should type or clearly print the information into the Exhibit A-Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Exhibit A -Pricing Page as attachment. TOTAL BID FOR EVALUATION is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the



NOTE: SHOWN WITH MID HI FREEDMAN SEATS  
 E-450 14,500 GVWR  
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.  
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.  
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A  
 COMPLETED ORDER WITH ALL OPTIONS SHOWN.  
 OPTIONAL EQUIPMENT MAY BE SHOWN.  
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

**DEALER APPROVAL**

APPROVED

\_\_\_\_\_  
**CUSTOMER SIGNATURE**

**SCALE IN INCHES**

TOLERANCE UNLESS OTHERWISE SPECIFIED		FOREST RIVER BUS	
WOOD	OTHER	DATE: 08/02/18	TITLE: 12 2 WC 158" WB 163 BDY E-450 WIDE BODY
± 1/8"	± 1/16"	NAME: JPC	
± 1°	± 1/2°	DWG. No. 12 2 WC 1 DB FOLD 158 163-28 USA	

THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARTRANS BUS, A DIVISION OF FOREST RIVER.

REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.







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: 461005

Doc Description: Addendum 1- 158" Wheelbase Cutaway Vehicle Paratransit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-24	2018-08-15 13:30:00	CRFQ 0805 PTR1900000003	2

**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

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 54-0806176

DATE 8/15/18

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



**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 1 issued to modify the following:

Bid Opening Date and Time WAS 08/09/2018 at 1:30 PM EDT

Bid Opening Date and Time CHANGED TO: 08/15/2018 at 1:30 PM EDT

End of Addendum

\*\*\*\*\*

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE PUBLIC TRANSIT DIVISION OF BLDG 5 RM 650 1900 KANAWHA BLVD E CHARLESTON WV25305-0432 US		GENERAL MANAGER PUBLIC TRANSIT DIVISION OF KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY 1550 FOURTH AVE CHARLESTON WV 25324 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	158" Wheelbase Cutaway Vehicle Paratransit	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502	Startrans		Senator II

**Extended Description :**

158" Wheelbase Cutaway Vehicle Paratransit  
\*\*\*\*\*

Vendor should type or clearly print the information into the Exhibit A-Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Exhibit A -Pricing Page as attachment. TOTAL BID FOR EVALUATION is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

**SOLICITATION NUMBER: CRFQ PTR1900000003**  
**Addendum Number: 01**

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The purpose of this addendum is to modify the solicitation identified as (“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
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to August 15, 2018 at 1:30PM, EDT.

No other changes.

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

**Terms and Conditions:**

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

**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 received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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

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

8/15/18

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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

State of West Virginia  
 Request for Quotation  
 36 – Vehicles

Proc Folder: 461005

Doc Description: Addendum 2- 158" Wheelbase Cutaway Vehicle Paratransit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-31	2018-08-15 13:30:00	CRFQ 0805 PTR1900000003	3

**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

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 54-0806176

DATE 8/15/18

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 2 issued to publish the vendor questions and agency answers.

End of Addendum

\*\*\*\*\*

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE		GENERAL MANAGER	
PUBLIC TRANSIT DIVISION OF		PUBLIC TRANSIT DIVISION OF	
BLDG 5 RM 650		KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY	
1900 KANAWHA BLVD E		1550 FOURTH AVE	
CHARLESTON	WV25305-0432	CHARLESTON	WV 25324
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	158" Wheelbase Cutaway Vehicle Paratransit	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502	Startrans		Senator II

**Extended Description :**

158" Wheelbase Cutaway Vehicle Paratransit

\*\*\*\*\*

Vendor should type or clearly print the information into the Exhibit A-Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Exhibit A -Pricing Page as attachment. TOTAL BID FOR EVALUATION is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

**SOLICITATION NUMBER: CRFQ PTR1900000003**  
**Addendum Number: 02**

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The purpose of this addendum is to modify the solicitation identified as (“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
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish vendor questions and agency answers.

No other changes.

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

**Terms and Conditions:**

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

# ATTACHMENT A

**CRFQ PTR190000003**  
**158" Wheelbase Cutaway Vehicle Paratransit**  
**Vendor Questions and Agency Answers**

Question 1) 3. Contract Terms, Page 10, Please allow annual bus body price increase after initial one-year period based on actual commodity cost increase.

Answer 1) The Division is only allowing a price increase on chassis once a year during renewal period.

Question 2) 3.4.1 Fuel System, Page 27, Please accept that gas fuel will be on StreetSide of chassis and cannot be relocated per OEM manufacturer requirements.

Answer 2) The Division will allow this request since it's an OEM requirement.

Question 3) 3.10.4 Back up camera, Page 28, Please accept that the back-up camera will not be from ford. They do not offer one on cutaway chassis.

Answer 3) The Division will allow this request.

Question 4) 3.16.1 Electrical system, Page 30, Please accept that wiring will be color and function coded but not numbered.

Answer 4) The Division will allow this request.

Question 5) 3.21.1 Undercoating and Rustproofing, Page 35, Floor cross members will be painted and primed as well as undercoated. Undercoating will comply with federal flammability standards.

Answer 5) The Division will allow this request.

Question 6) 3.25.3 Windows/Glazing, Page 41, Please accept that the passenger door windows will be AS-2 not AS-3 as specified. This is a federal regulation.

Answer 6) The Division will allow this request.

Question 7) 3.25.6 Windows/Glazing, Page 41, Please accept that the driver OEM standard window is operated with a crank not electricity as specified.



Answer 7) The Division will allow this request.

Question 8) 3.26.2 Air conditioning and 4.1 Vehicle Classes, Page 41 and 56, Please accept passenger compartment air conditioning that meets the spec and is rated 70,000 BTU when combined with the chassis a/c system. This has been used in the past by west Virginia in buses of the same size and passenger capacity.

Answer 8) The Division will allow this request.

Question 9) 3.27.5 Interior Lighting, Page 43, Please accept manufacturer's standard interior led lighting. Fixture with an ABS base.

Answer 9) The Division will allow this request.

Question 10) 3.29.2 Floor and Floor Covering, Page 44, Please remove RCA transit flooring from the spec. This is a less expensive rubber floor and the seams cannot be welded. The state has required GERFLOR or ALTRO floor in the past. Also remove "double groove rib design" as this described RCA rubber flooring. GERFLOR and ALTRO floor coverings are smooth not ribbed.

Answer 10) The Division will remove the RCA flooring from the spec.

Question 11) 3.30.1 Seating, Page 45, Please accept that Freedman Seating states that ABS plastic seat backs are not available on double seats with ICS position and companion position and so these double seats will not have ABS backs.

Answer 11) ) The Division will accept the seats without the ABS plastic seat backs from Freedman Seating for the ICS positions.

Question 12) 3.31.2.1 Wheelchair Securement, Page 47, Please accept that there is not enough room to have 6" between each wheelchair position on the bus. Nose to tail wheelchair positions will have shared track.

Answer 12) The Division will accept this request.

Question 13) 3.32.15 Mobility Aids, Page 49, Please accept that the L-track will not run "full length" in the bus. It will run cross ways. See floor plan.

Answer 13) The Division will accept this request.

Question 14) Engine: Specs call for 362 HP, the 6.8L engine only produces 305 HP. Please amend.

Answer 14) The Division will accept this request.

Question 15) GLOVE BOX: There is a glove box spec that calls for a light. Ford does NOT have a light in their glove box. Need spec amended.

Answer 15) The Division will accept this request.

Question 16) ELECTRICAL Section references a modular distribution block, such as Cooper Bussman Series 3000 BEC, TCT or equal. We believe the TCT is typographical and should be RCT (RC Tronics). We use both RC Tronics and also the Intermotive Flex-Tech electrical systems. Please approve.

Answer 16) The Division will accept this request.

Question 17) BODY/STRUCTURE section calls for 2 added tubular "roll bars" in the roof. Our body successfully passed the roll over test (FMVSS 220) without adding additional structure. This is because we place our roof bows on 16" centers instead of 24" or more as other builders. Please approve the deletion of the roll bars if they were not required to pass FMVSS 220.

Answer 17) The Division will accept this request.

Question 18) In answers to the 176"-190" WB models, the State agreed to remove any reference to RCA as flooring. We need the same approval on the 158"-176" and 158" Paratransit bids as well. Here is the question and their answer:

**Question 14) 3.29.2 Floor and Floor Covering, Page 44, Please remove RCA transit flooring from the spec. This is a less expensive rubber floor and the seams cannot be welded. The state has required GERFLOR or ALTRO floor in the past. Also remove "double groove rib design" as this described RCA Rubber flooring. GERFLOR and ALTRO floor coverings are smooth not ribbed. (Answer 14) RCA flooring is to be removed from the specs.\_**

Answer 18) The Division will accept this request.

Question 19) Distance step to ground says 12" Maximum. The required MAX GAWR package on the front springs has made the 12" dimension unpredictable. We request that the 12" be +/- 1" to more accurately reflect the step height when initially built. The front springs do relax and "settle" with miles, but not when new.

Answer 19) The Division will accept this request.

Question 20) Wheelchair lift pendant cable: Spec calls for a steel wire cover. Braun does not offer this option. Request removing it.

Answer 20) The Division will accept this request.

Question 21) Specs call for a power driver side window. They agreed on the 176"-190" bid to take a crank window control if the power is not available. This needs to be applied to the 158"-176" and 158" Paratransit bids.

Answer 21) The Division will accept this request.

Question 22) AS-3 glass is incorrectly specified for the passenger entry door. By FMVSS it can only be AS-2. They agreed on the 176"-190" bid.

Answer 22) The Division will accept this request.

Question 23) Air Conditioning: Here is the question and answer on the 176"-190" bid that needs acceptance on the 158"-176" WB and also 158" Paratransit bids. Please accept passenger compartment air conditioning that meets the spec and is rated 70,000 BTU when combined with the chassis air system. This has been used in the past by West Virginia in buses of the same size and passenger capacity. **Answer 12) The Division accepts the air conditioning.**

Answer 23) The Division will accept this request.

Question 24) We need to get approval for our standard Optronics brand lighting featuring a lifetime warranty. They are the dominant supplier to the industry with an excellent reputation.

Answer 24) The Division will accept this request.

Question 25) SEATING: Several floor plans call for High Back in lieu of Mid-High seats. Please accept that Freedman does not offer ABS backs for High Back seating.

Answer 25) The Division will accept this request.

Question 26) SEATING: As pointed out in the 176"-190" bid, ABS backs are not available on the ICS seats.

Answer 26) The Division will accept this request.

Question 27) SEATING: There is no definitely stated requirement for ABS backs on the foldaway seats. Does the State want ABS backs? If so, this requires the use of more expensive Notchback foldaway seats. Please reply.

Answer 27) It is not necessary for the fold away seats to have ABS backing.

Question 28) SEATING: CRS 225 requirements state two double mid-high seats will have CRS restraints for child seats. Is this a total of 2 required or 4?

Answer 28) The Division is only requiring 2 CRS restraints.

Question 29) SEATING: Please clarify the correct quantity of ICS (integrated child seats) seats per vehicle. Specifications appear to require 2 seats, but floor plans provided show only 1.

Answer 29) The Division is only requiring 2 CRS restraints.

Question 30) DRIVER seat belt extension. There is no extender available for the Ford Driver seat that has been pull tested. Please delete this.

Answer 30) The Division will remove this requirement.

Question 31) WHEELCHAIR SPACING: In 176"-190" replies the following question and answer appeared. Please apply this to the 158"-176" and 158" Paratransit bids as well. Wheelchair Securement. Please accept that there is not enough room to have 6" between each wheelchair position on the bus. Nose to tail wheelchair positions will have shared track. **Answer The Division understands and accepts this request.**

Answer 31) The Division understands and accepts this request.

Question 32) EXTERIOR MIRRORS: Rosco no longer provides the 715 series mirrors known as Eurostyle. They have changed to the 815 series Accustyle. The head is the same, but Accustyle has a more robust mounting spine and reduced vibration. Also, there is no mirror of 5" diameter integrated into the mirror head. There is a convex mirror built into the head. Please approve.

Answer 32) The Division will accept this request.

Question 33) Bike Rack Mounting Plate: The 176"-190" and 158"176" bids have this requirement; however no bike rack model is given to allow reliable, accurate pricing. Please advise. Is it, perhaps a Sportworks DL-2?

Answer 33) The Division will accept the Sportworks DL-2.

Question 34) Is manufacturer identification permitted? For example on the mud flaps an small nameplates on the chassis and body? You do say no Dealer advertising.

Answer 34) The manufacturer identification is allowable.

,

**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 received)

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

\_\_\_\_\_  
Company

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

8/15/18

\_\_\_\_\_  
Date

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

Revised 6/8/2012

August 15, 2018

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

Dear Mrs. Childers:

Thank you for the opportunity to submit this bid in response to your Request for Quotation # PTR1900000003. We are offering the Startrans Senator.

Should we receive an award for this solicitation, we will provide the material as outlined. The Startrans Senator II will be constructed in Goshen, Indiana.

Also addressed and included in the proposal are curb weights and warranty locations to be used to maintain vehicles.

We meet the warranty requirements specified within PTR1900000003.

We are in full understanding of training and will provide personnel to conduct training if we are the successful bidder. We have included "as-built" wiring schematics in our bid price. Also, as requested, we are offering schemes to match your existing fleets. The prices for the paint and graphics are included in our pricing.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'C Seals', written in a cursive style.

Chad Seals  
Account Manager  
West Virginia Public Transit Providers  
800-533-1006 x352  
434-821-4456  
[chad@sonnymerryman.com](mailto:chad@sonnymerryman.com)



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

State of West Virginia  
 Request for Quotation  
 36 – Vehicles

Proc Folder: 461005

Doc Description: 158" Wheelbase Cutaway Vehicle Paratransit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-17	2018-08-09 13:30:00	CRFQ 0805 PTR1900000003	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

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X FEIN # 54-0806176 DATE 8/15/18

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



**ADDITIONAL INFORMATION:**

## Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

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ACCOUNTS PAYABLE		GENERAL MANAGER	
PUBLIC TRANSIT DIVISION OF		PUBLIC TRANSIT DIVISION OF	
BLDG 5 RM 650		KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY	
1900 KANAWHA BLVD E		1550 FOURTH AVE	
CHARLESTON	WV25305-0432	CHARLESTON	WV 25324
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
25101502	Startrans		Senator II

**Extended Description :**

158" Wheelbase Cutaway Vehicle Paratransit

\*\*\*\*\*

Vendor should type or clearly print the information into the Exhibit A-Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Exhibit A -Pricing Page as attachment. TOTAL BID FOR EVALUATION is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

<b>PTR1900000003</b>	<b>Document Phase</b> Final	<b>Document Description</b> 158" Wheelbase Cutaway Vehicle Paratransit	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Request for Quotation  
 36 — Vehicles

Proc Folder: 461005

Doc Description: Addendum 1- 158" Wheelbase Cutaway Vehicle Paratransit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-24	2018-08-15 13:30:00	CRFQ 0805 PTR1900000003	2

**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

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X FEIN # 54-0806176 DATE 8/15/18

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 1 issued to modify the following:

Bid Opening Date and Time WAS 08/09/2018 at 1:30 PM EDT

Bid Opening Date and Time CHANGED TO: 08/15/2018 at 1:30 PM EDT

End of Addendum

\*\*\*\*\*

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE		GENERAL MANAGER	
PUBLIC TRANSIT DIVISION OF		PUBLIC TRANSIT DIVISION OF	
BLDG 5 RM 650		KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY	
1900 KANAWHA BLVD E		1550 FOURTH AVE	
CHARLESTON	WV 25305-0432	CHARLESTON	WV 25324
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	158" Wheelbase Cutaway Vehicle Paratransit	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502	Startrans		Senator II

Extended Description :

158" Wheelbase Cutaway Vehicle Paratransit

\*\*\*\*\*

Vendor should type or clearly print the information into the Exhibit A-Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Exhibit A -Pricing Page as attachment. TOTAL BID FOR EVALUATION is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

<b>PTR1900000003</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 1- 158" Wheelbase Cutaway Vehicle Paratransit	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Request for Quotation  
 36 — Vehicles

Proc Folder: 461005

Doc Description: Addendum 2- 158" Wheelbase Cutaway Vehicle Paratransit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-31	2018-08-15 13:30:00	CRFQ 0805 PTR1900000003	3

**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

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X FEIN # 54-0806176 DATE 8/15/18

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 2 issued to publish the vendor questions and agency answers.

End of Addendum

\*\*\*\*\*

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

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BLDG 5 RM 650		KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY	
1900 KANAWHA BLVD E		1550 FOURTH AVE	
CHARLESTON	WV 25305-0432	CHARLESTON	WV 25324
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	158" Wheelbase Cutaway Vehicle Paratransit	1.00000	EA		

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**Extended Description :**

158" Wheelbase Cutaway Vehicle Paratransit

\*\*\*\*\*

Vendor should type or clearly print the information into the Exhibit A-Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Exhibit A -Pricing Page as attachment. TOTAL BID FOR EVALUATION is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

<b>PTR1900000003</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 2- 158" Wheelbase Cutaway Vehicle Paratransit	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



## **IMPORTANT CONTACT INFORMATION**

**Mailing Address: P.O. Box 495, Rustburg, VA 24588**  
**Shipping: 5120 Wards Road, Evington, VA 24550**

• **MAIN OFFICE:**

**TOLL FREE: (800) 533-1006**

(434) 821-1000

FAX: (434) 821-8203

WEB: [www.sonymerryman.com](http://www.sonymerryman.com)

• **SERVICE DEPARTMENT:**

**TOLL FREE (800) 533-1006**

FAX: (434) 821-2131

Brady Childress, Director Customer Support

Ext. 332, [brady@sonnymerryman.com](mailto:brady@sonnymerryman.com)

Pam Lawhorn, Service Administrator

Ext. 341, [pam@sonnymerryman.com](mailto:pam@sonnymerryman.com)

Tim George, Service Team Leader

Ext. 353, [tim@sonnymerryman.com](mailto:tim@sonnymerryman.com)

• **WARRANTY:**

Patty Webb, Warranty Administrator

Ext. 323, [patty@sonnymerryman.com](mailto:patty@sonnymerryman.com)

• **PARTS:**

**TOLL FREE: (800) 386-7278**

FAX: (434) 821-2621

Gerald Layne, Parts Team Leader

Ext. 318, [gerald@sonnymerryman.com](mailto:gerald@sonnymerryman.com)

• **BUSINESS:**

June Wooten, Accounts Payable

Ext. 327, [june@sonnymerryman.com](mailto:june@sonnymerryman.com)

**Hampton Roads Sales & Service Center**

1221 Fleetway Drive

Chesapeake, VA 23320

**TOLL FREE: (866) 481-7211**

(757) 361-9070, FAX (757) 361-9072

Reggie Lewis, Customer Support Manager

[reggie@sonnymerryman.com](mailto:reggie@sonnymerryman.com)

**Northern Virginia Sales & Service Center**

10149 Piper Lane

Bristow, VA 20136

**TOLL FREE: (866) 470-0305**

(703) 331-5516 –(703) 331-5517

FAX (703) 331-5518

Ken Lewis, Customer Support Manager

[Kenlewis@sonnymerryman.com](mailto:Kenlewis@sonnymerryman.com)

## **Service Locations**

- **Matheny Motor Truck Company**  
**4125 1<sup>st</sup> Ave.**  
**Nitro, WV 25143**  
**(304)769-5860**
- **Matheny Motor Truck Company**  
**50 Matheny Lane**  
**Mineral Wells, WV 26150**  
**(304)485-4418**
- **Sonny Merryman Inc.**  
**10149 Piper Lane**  
**Bristow, VA 20136**  
**(703)331-5516**
- **Sonny Merryman Inc.**  
**5120 Wards Road**  
**Lynchburg, VA 24550**  
**1-800-533-1006**
- **Nearest Ford dealer that is truck certified (E450)**



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

State of West Virginia  
 Request for Quotation  
 36 - Vehicles

Proc Folder: 461005

Doc Description: 158" Wheelbase Cutaway Vehicle Paratransit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-17	2018-08-09 13:30:00	CRFQ 0805 PTR1900000003	1

**BID RECEIVING LOCATION**

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

**VENDOR**

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**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 54-0806176

DATE 8/15/18

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

**ADDITIONAL INFORMATION:**

## Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

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25101502	Startrans		Senator II

**Extended Description :**

158" Wheelbase Cutaway Vehicle Paratransit

\*\*\*\*\*

Vendor should type or clearly print the information into the Exhibit A-Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Exhibit A -Pricing Page as attachment. TOTAL BID FOR EVALUATION is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

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- 18.1.2 Failure to comply with other specifications and requirements contained herein.
- 18.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 18.1.4 Failure to remedy deficient performance upon request.
- 18.1.5 The Following remedies shall be available to Agency upon default.
- 18.1.6 Immediate cancellation of the Contract.
- 18.1.7 Immediate cancellation of one or more release orders issued under this Contract.
- 18.1.8 Any other remedies available in law or equity.

**19. MISCELLANEOUS:**

- 19.1 **No Substitutions:** Vendor shall supply only Vehicles as submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 19.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 19.3 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** C. Chad Seals

**Telephone Number:** 1-800-533-1006 Ext. 352

**Fax Number:** 1-434-821-4456

**Email Address:** chad@sonnymerryman.com

**20. NOTIFICATION OF FEDERAL PARTICIPATION**

Federal funding for this project is being provided by the Federal Transit Administration through various CFDA grants for 80% of the project cost. CFDA grants will be specified after award.

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

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**BID FORM #1**

**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

**Location(s) of Technical Service Representative(s)  
closest or in the State of West Virginia**

**Name:** Brady Childress

**Address:** 5120 Wards Road

Evington, VA. 24550

**Telephone:** 1-800-533-1006 Ext. 332

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Location(s) of Parts Distribution Center(s)  
closest or in the State of West Virginia**

**Name:** Derek Shelton

**Address:** 5120 Wards Road

Evington, VA. 24550

**Telephone:** 1-800-533-1006 Ext. 386

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

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**BID FORM #2**

**CERTIFICATION FOR AIR & WATER POLLUTION  
MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

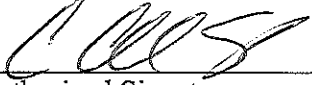
The Vendor certifies that the vehicles proposed:

**ARE XX** in compliance with the regulations in 40 CFR Part 85, 40 CFR Part 86, 40 CFR Part 600, Clean Water Act and the air/water pollution criteria established by the Environmental Protection Agency of the United States Government.

**ARE NOT \_\_\_\_\_** in compliance with the regulations in 40 CFR Part 85, 40 CFR Part 86, 40 CFR Part 600, Clean Water Act and the air/water pollution criteria established by the Environmental Protection Agency of the United States Government.

8/15/18

\_\_\_\_\_  
Date

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

Commercial Sales

\_\_\_\_\_  
Title

Sonny Merryman Inc.

\_\_\_\_\_  
Company Name

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

---

**BID FORM #3**

**DISADVANTAGED BUSINESS ENTERPRISE  
VENDORS/ MANUFACTURERS CERTIFICATION**

**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

**(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.

XX 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.

8/15/18

Date

  
Authorized Signature

Commercial Sales

Title

Sonny Merryman Inc.  
Company Name



REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

---

**BID FORM #4**

**BUY AMERICA CERTIFICATION  
ROLLING STOCK  
MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

**Certificate of Compliance**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j), as amended and the applicable regulations of 49 CFR 661.12:

8/15/18

Date



Authorized Signature

Sonny Merryman Inc.

Company Name

C. Chad Seals

Name

Commercial Sales

Title

**Certificate for Non-Compliance**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j), as amended, but may qualify for an exception to the requirement consistent and the applicable regulations in 49 CFR 661.7.

Date

Authorized Signature

Company Name

Name

Title

Revised 10/27/14

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

---

**BID FORM #5**

**FEDERAL MOTOR VEHICLE  
SAFETY STANDARDS CERTIFICATION**

**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

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.

8/15/18

Date



Authorized Signature

Commercial Sales

Title

Sonny Merryman Inc.

Company Name

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

---

**BID FORM #6**  
**U.S. Comptroller's Debarment List Certification**  
**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**


\_\_\_\_\_ hereby certifies that it

\_\_\_\_\_ IS or

IS NOT (specify one) included on the U.S. GSA's debarment and suspension information available at <https://www.sam.gov>.

8/15/18

\_\_\_\_\_ Date

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

Commercial Sales

\_\_\_\_\_ Title

Sonny Merryman Inc.

\_\_\_\_\_ Company Name

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

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**BID FORM #7**

**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

**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),


Sonny Merryman Inc. (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),

Sonny Merryman Inc., 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.

 - Commercial Sales  
\_\_\_\_\_  
Signature and Title of Authorized Official

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

**BID FORM #8**  
**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

***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.

8/15/18  
\_\_\_\_\_  
Date

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

Commercial Sales  
\_\_\_\_\_  
Title

Sonny Merryman Inc.  
\_\_\_\_\_  
Company Name

**SPECIFICATION COMPLIANCE**

NOTE: Please check if what is offered is not 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.**

- XX 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.

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

**BID FORM #9**  
**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

**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 influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the undersigned assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, sub agreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The undersigned also understands that any person who fails to file a 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.

The (Vendor, Contractor) Sonny Merryman Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (Vendor, Contractor) understands and agrees that the provisions of 31 U.S.C. §§ 3801, et seq., apply to this certification and disclosure.

8/15/18

Date

  
Authorized Signature

Commercial Sales

Title

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)  
BID FORM #10

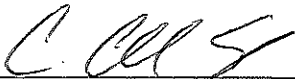
CERTIFICATION OF COMPLIANCE WITH FTA'S  
BUS TESTING REQUIREMENTS

The undersigned (Vendor/Manufacturer) certifies that the vehicle offered in this procurement complies with 49 U.S.C. 5318, as amended by MAP-21, and FTA regulations, "Bus Testing," 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.

8/15/18

Date



Authorized Signature

Commercial Sales

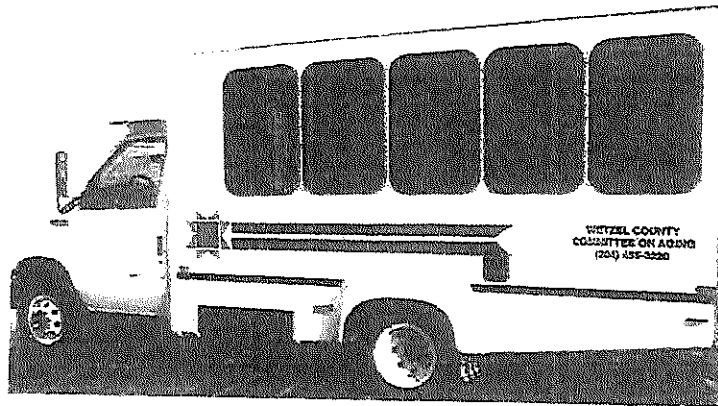
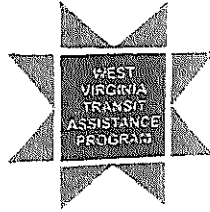
Title

Sonny Merryman Inc.

Company Name

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

**EXHIBIT B**  
**WV TRANSIT ASSISTANCE PROGRAM**  
**LOGO AND STRIPES EXAMPLE**  
(To be applied to both sides of vehicle)





REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

**REQUIRED BID DOCUMENTATION CHECKLIST**

Manufacturer: Startrans      Model Year: 2019      Model: Senator II

**Mandatory Bid Forms – must be submitted with bid:**

- x   Bid Form #1: Locations of Technical Service Representatives  
and Parts Distribution Centers
- x   Bid Form #2: Certification for Air & Water Pollution
- x   Bid Form #3: Disadvantaged Business Enterprise Vendors/Manufacturers Certification  
**The vendor shall also supply with bid FTA TVM DBE Goal Concurrence for  
the Current Fiscal Year Approval Letter.**
- x   Bid Form #4: Buy America Certification Rolling Stock  
**Should the Vendor be declared responsive and low bid, pursuant to Pre-  
Award and Post Delivery Audit Requirements, the Division will require the  
Vendor to submit documentation (with the bid or prior to any award) that  
lists:**
- 1) Component and sub-component parts of the rolling stock to be purchased  
identified by manufacturer of the parts, their country of origin and costs: and
  - 2) The location of the final assembly point for the rolling stock, including a  
description of the activities that will take place at the final assembly point  
and the cost of final assembly.
- x   Bid Form #5: Federal Motor Vehicle Safety Standards Certification  
**Vendor shall also supply with bid a breakdown of FMVSS standards to be met  
with proposed vehicle.**
- x   Bid Form #6: U.S. Comptroller's Debarment List Certification
- x   Bid Form #7: Certification of Primary Participant Regarding  
Debarment, Suspension, and Other Responsibility Matters
- x   Bid Form #8: Vendor's Certification of Understanding and Acceptance
- x   Bid Form #9: Certification of Restrictions on Lobbying
- x   Bid Form #10: Certification of Compliance with FTA's Vehicle Testing Requirements  
**A copy of the vehicle testing report (if available) shall be included with the bid.**
- x   Exhibit A Pricing Page

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

**DOCUMENTATION TO BE SUBMITTED WITH BID:**

**Section**  
**Referenced**

- x 3.1.11 Provide details of water testing procedures.
- x 3.2 Chassis: provide product description, warranty information and product literature.
- x 3.2 Wheelbase: provide length of proposed wheelbase.
- x 3.3 Engine: gasoline: provide product description, warranty information and product literature.
- x 3.5 Radiator and Cooling System: provide product description, warranty information and product literature.
- x 3.6 High Idle System, provide product description, warranty information and product literature.
- x 3.8 Transmission: provide product description, warranty information and product literature.
- x 3.10.4 Rear View Back-Up Camera: provide product description, warranty information and literature.
- x 3.11.4 Tilt Wheel, Cruise Control and Power Steering: provide product description.
- x 3.13 Brakes: provide product description, warranty information and product literature.
- x 3.14 Wheels: provide product description, warranty information and product literature.
- x 3.15 Tires: provide product description, warranty information and product literature.
- x 3.16.5 Alternator: provide product description, warranty information and product literature.
- x 3.16.6 Battery: provide product description, warranty information and product literature.
- x 3.17.1 Radio/AM/FM/USB/MP3: provide product description, warranty information and product literature.
- x 3.19 Body Structure/Roof Specifications: provide a description of how construction/ conversion will take place and meet the specification requirements. Provide actual interior height and body length of proposed vehicle.
- x 3.19.15 Stepwell: provide a description of construction.
- x 3.22 Entrance, Exit, Lift and Emergency Exit Doors: Provide product description, dimensions, description of connection with interlock system, and locks to be provided.
- x 3.23 Rear Bumper: provide product description, warranty information and product literature.


REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

- x 3.24      Wheelchair Lift: provide product description, warranty information and product literature.
  
- x 3.24.9    Interlock System: provide product description, warranty information and product literature.
  
- x 3.26      Front and Rear Heating and Air Conditioning: provide product description, warranty information, product literature.
  
- x 3.29      Flooring: provide a description of product to be used, samples of floor covering, colors to be used and assembly process.
  
- x 3.30.1    Passenger Seats and Restraints: provide product description, warranty information and product literature.
  
- x 3.30.2    Padded Grab Handle: provide product description.
  
- x 3.30.11   Driver's Seat: provide product description, warranty information and product literature.
  
- x 3.31      Wheelchair Securement System: provide product description, warranty information and product literature.
  
- x 3.32      Mobility Aid/ Occupant Restraint Systems: provide product description, warranty information and product literature.
  
- x 3.33.1    Exterior Mirrors: provide product description, warranty information and product literature.
  
- x 3.37      Dual Purpose Safety Vent: provide product description, warranty information and product literature.
  
- x 3.38      Storage Compartment: provide information on proposed location.
  
- x 3.44      Training: submit letter of understanding to the terms in this Section.
  
- x 4.0.2.1   Security Camera System Including Playback: provide product description, warranty information and product literature.
  
- x 6.1.7.4   Warranty Provider Locations: provide names of providers in WV.
  
- x 6.1.7.5   Warranties: provide information on warranties to be provided.
  
  
- x 11.1.1    Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and/or number.
  
- x 11.1.2    Proposed interior floor plans, showing detailed dimensions including the location of the wheelchair securement system.
  
- x 11.1.3    Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.


REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

- 11.1.6 Rustproofing and Undercoating: provide product description, warranty information and product literature.
  
- 11.1.8 A list of five (5) users names, addresses, emails and telephone numbers who have been provided similar equipment.
  
- No Debt Affidavit
  
- Addendum Acknowledgement

**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.

 - Commercial Sales  
\_\_\_\_\_  
(Name, Title)  
C. Chad Seals - Commercial Sales  
\_\_\_\_\_  
(Printed Name and Title)  
5120 Wards Road, Evington, Va. 24550  
\_\_\_\_\_  
(Address)  
1-800-533-1006 Ext.352 / 1-434-821-4456  
\_\_\_\_\_  
(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)  
 C. Chad Seals - Commercial Sales  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
C. Chad Seals - Commercial Sales  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
8/15/18  
\_\_\_\_\_  
(Date)  
1-800-533-1006 Ext.352 / 1-434-821-4456  
\_\_\_\_\_  
(Phone Number) (Fax Number)

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 received)*

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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

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

8/15/18

\_\_\_\_\_  
Date

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

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 exceeds 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: Sonny Merryman Inc.

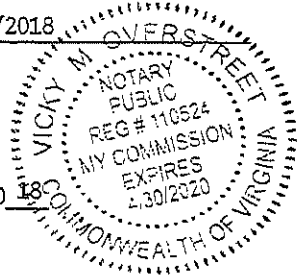
Authorized Signature: [Signature] Date: 07/31/2018

State of Virginia

County of Campbell, to-wit:

Taken, subscribed, and sworn to before me this 31 day of July, 2018

My Commission expires April 30, 2020



AFFIX SEAL HERE

NOTARY PUBLIC Vicky M Overstreet



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

State of West Virginia  
 Request for Quotation  
 36 – Vehicles

Proc Folder: 461005

Doc Description: 158" Wheelbase Cutaway Vehicle Paratransit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-17	2018-08-09 13:30:00	CRFQ 0805 PTR1900000003	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

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 54-0806176

DATE 8/15/18

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



**ADDITIONAL INFORMATION:**

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE		GENERAL MANAGER	
PUBLIC TRANSIT DIVISION OF		PUBLIC TRANSIT DIVISION OF	
BLDG 5 RM 650		KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY	
1900 KANAWHA BLVD E		1550 FOURTH AVE	
CHARLESTON	WV25305-0432	CHARLESTON	WV 25324
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	158" Wheelbase Cutaway Vehicle Paratransit	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502	Startrans		Senator II

**Extended Description :**

158" Wheelbase Cutaway Vehicle Paratransit  
 \*\*\*\*\*

Vendor should type or clearly print the information into the Exhibit A-Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Exhibit A -Pricing Page as attachment. TOTAL BID FOR EVALUATION is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.



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

State of West Virginia  
 Request for Quotation  
 36 – Vehicles

Proc Folder: 461005

Doc Description: Addendum 1- 158" Wheelbase Cutaway Vehicle Paratransit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-24	2018-08-15 13:30:00	CRFQ 0805 PTR1900000003	2

**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

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 54-0806176

DATE 8/15/18

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 1 issued to modify the following:

Bid Opening Date and Time WAS 08/09/2018 at 1:30 PM EDT

Bid Opening Date and Time CHANGED TO: 08/15/2018 at 1:30 PM EDT

End of Addendum

\*\*\*\*\*

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE		GENERAL MANAGER	
PUBLIC TRANSIT DIVISION OF		PUBLIC TRANSIT DIVISION OF	
BLDG 5 RM 650		KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY	
1900 KANAWHA BLVD E		1550 FOURTH AVE	
CHARLESTON	WV25305-0432	CHARLESTON	WV 25324
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	158" Wheelbase Cutaway Vehicle Paratransit	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502	Startrans		Senator II

**Extended Description :**

158" Wheelbase Cutaway Vehicle Paratransit  
\*\*\*\*\*

Vendor should type or clearly print the information into the Exhibit A-Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Exhibit A -Pricing Page as attachment. TOTAL BID FOR EVALUATION is the amount Vendor is to enter into wOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.



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

State of West Virginia  
 Request for Quotation  
 36 – Vehicles

Proc Folder: 461005

Doc Description: Addendum 2- 158" Wheelbase Cutaway Vehicle Paratransit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-31	2018-08-15 13:30:00	CRFQ 0805 PTR1900000003	3

**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

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 54-0806176

DATE 8/15/18

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 2 issued to publish the vendor questions and agency answers.

End of Addendum

\*\*\*\*\*

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE		GENERAL MANAGER	
PUBLIC TRANSIT DIVISION OF		PUBLIC TRANSIT DIVISION OF	
BLDG 5 RM 650		KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY	
1900 KANAWHA BLVD E		1550 FOURTH AVE	
CHARLESTON	WV25305-0432	CHARLESTON	WV 25324
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	158" Wheelbase Cutaway Vehicle Paratransit	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502	Startrans		Senator II

**Extended Description :**

158" Wheelbase Cutaway Vehicle Paratransit

\*\*\*\*\*

Vendor should type or clearly print the information into the Exhibit A-Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Exhibit A -Pricing Page as attachment. TOTAL BID FOR EVALUATION is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.



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

State of West Virginia  
 Request for Quotation  
 36 - Vehicles

Proc Folder: 461005

Doc Description: Addendum 1- 158" Wheelbase Cutaway Vehicle Paratransit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-24	2018-08-15 13:30:00	CRFQ 0805 PTR1900000003	2

**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

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 54-0806176

DATE 8/15/18

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 1 issued to modify the following:

Bid Opening Date and Time WAS 08/09/2018 at 1:30 PM EDT

Bid Opening Date and Time CHANGED TO: 08/15/2018 at 1:30 PM EDT

End of Addendum  
 .....

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE PUBLIC TRANSIT DIVISION OF BLDG 5 RM 650 1900 KANAWHA BLVD E CHARLESTON WV25305-0432 US		GENERAL MANAGER PUBLIC TRANSIT DIVISION OF KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY 1550 FOURTH AVE CHARLESTON WV 25324 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	158" Wheelbase Cutaway Vehicle Paratransit	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502	Startrans		Senator II

**Extended Description :**

158" Wheelbase Cutaway Vehicle Paratransit  
 .....

Vendor should type or clearly print the information into the Exhibit A-Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Exhibit A -Pricing Page as attachment. TOTAL BID FOR EVALUATION is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

SOLICITATION NUMBER: CRFQ PTR1900000003

Addendum Number: 01

---

The purpose of this addendum is to modify the solicitation identified as ("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
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to August 15, 2018 at 1:30PM, EDT.

No other changes.

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

**Terms and Conditions:**

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



**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 received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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

\_\_\_\_\_  


Authorized Signature

\_\_\_\_\_  
8/15/18

Date

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

Revised 6/8/2012



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

State of West Virginia  
 Request for Quotation  
 36 - Vehicles

Proc Folder: 461005

Doc Description: Addendum 2- 158" Wheelbase Cutaway Vehicle Paratransit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-31	2018-08-15 13:30:00	CRFQ 0805 PTR1900000003	3

**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

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 54-0806176

DATE 8/15/18

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 2 issued to publish the vendor questions and agency answers.

End of Addendum  
\*\*\*\*\*

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE PUBLIC TRANSIT DIVISION OF BLDG 5 RM 650 1900 KANAWHA BLVD E CHARLESTON WV25305-0432 US		GENERAL MANAGER PUBLIC TRANSIT DIVISION OF KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY 1550 FOURTH AVE CHARLESTON WV 25324 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	158" Wheelbase Cutaway Vehicle Paratransit	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502	Startrans		Senator II

Extended Description :

158" Wheelbase Cutaway Vehicle Paratransit  
\*\*\*\*\*

Vendor should type or clearly print the information into the Exhibit A-Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Exhibit A -Pricing Page as attachment. TOTAL BID FOR EVALUATION is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

**SOLICITATION NUMBER: CRFQ PTR1900000003**  
**Addendum Number: 02**

---

The purpose of this addendum is to modify the solicitation identified as (“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
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish vendor questions and agency answers.

No other changes.

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

**Terms and Conditions:**

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

**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 received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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



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

8/15/18

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

REFERENCES

---

**Washington Metropolitan Area Transit Authority**

Don Scruggs, Assistant Director MetroAccess (301) 562-5371

Washington Metropolitan Area Transit Authority

Department of Access Services

6505 Belcrest Road, Room 413

Hyattsville, MD 20782

[DScruggs@WMATA.com](mailto:DScruggs@WMATA.com)

Business to date: Over \$40,000,000/ Over 1000 units

**Virginia Department of Rail and Public Transportation**

Neil Sherman, Specialized Transportation Program Manager (804) 786-1154

Virginia Department of Rail and Public Transportation

600 East Main Street, Suite 2102

Richmond, VA 23219

[Neil.sherman@drpt.virginia.gov](mailto:Neil.sherman@drpt.virginia.gov)

Business to date: Over \$70,000,000/ Over 1,500 units

**Greater Richmond Transit Authority**

Gerald Brink, Director of Maintenance (804) 358-3871

Greater Richmond Transit

301 East Belt Boulevard

Richmond, VA 23224

[gbrink@ridegrtc.com](mailto:gbrink@ridegrtc.com)

Business to date: Over \$5,000,000/ Over 100 units



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

State of West Virginia  
 Request for Quotation  
 36 – Vehicles

Proc Folder: 461005

Doc Description: 158" Wheelbase Cutaway Vehicle Paratransit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-07-17	2018-08-09 13:30:00	CRFQ 0805 PTR1900000003	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

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X FEIN # 54-0806176 DATE 8/15/18

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

**ADDITIONAL INFORMATION:**

## Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE PUBLIC TRANSIT DIVISION OF BLDG 5 RM 650 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0432	GENERAL MANAGER PUBLIC TRANSIT DIVISION OF KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY 1550 FOURTH AVE CHARLESTON US	WV 25324

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	158" Wheelbase Cutaway Vehicle Paratransit	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502	Startrans		Senator II

**Extended Description :**

158" Wheelbase Cutaway Vehicle Paratransit  
\*\*\*\*\*

Vendor should type or clearly print the information into the Exhibit A-Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Exhibit A -Pricing Page as attachment. TOTAL BID FOR EVALUATION is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 30, 2018 at 10:00 AM EDT

Submit Questions to: Michelle Childers, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Michelle.L.Childers@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus       N/A       convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:                    August 9, 2018 at 1:30 PM EDT

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on Upon Award and extends for a period of One (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.



**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

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

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

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

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

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

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

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

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

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

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.



**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

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

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles with air conditioning, fixed seats, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

Vehicles supplied shall conform in all respects to the applicable Motor Vehicle Laws of the State of West Virginia, Federal Motor Vehicle Safety Standards, Environmental Protection Agency, Federal and State Regulations in effect at the time of manufacture and all must be in compliance with Americans with Disabilities Act (ADA) regulations at the time production of the vehicle commences.

The Vendor is to deliver a complete new 2019 or current year vehicle in one of the two (2) proposed floor plans as defined in these specifications with different configurations identified as a Class on the Exhibit A Pricing Pages, ready for operation. **All required Federal Transit Administration certification forms shall be included in the bid proposal.**

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them.
- 2.1** "Contract Item" means the 158" Wheelbase Dual Rear Wheel (DRW) Cutaway vehicles more fully described by these specifications.
- 2.2** "Pricing Pages" or "Contract Items" means the list of vehicles with the configurations identified herein and on the Pricing pages as Classes A through D.
- 2.3** "Division" means the West Virginia Division of Public Transit, DPT.
- 2.4** "EPA" means Environmental Protection Agency.
- 2.5** "Gross Vehicle Weight Rating (GVWR)" means the maximum loaded weight (including curb weight, operator & passenger weight, and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.
- 2.6** "Manufacturer/Brand" means the name of the maker of the contract item which will be supplied by the vendor.
- 2.7** "Model & Number" means the model name and model number associated with the contract item as defined by the manufacturer.
- 2.8** "OEM" means Original Equipment Manufacturer.
- 2.9** "Powertrain" means the group of components used to transmit engine power to the

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158" Wheelbase Cutaway Vehicle (Paratransit)

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wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft, and rear-axle gears.

- 2.10** “**Pricing Page**” means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
- 2.11** “**QVM**” means Qualified Vehicle Manufacturer.
- 2.12** “**Solicitation**” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.13** “**Vendor Name**” means the company name of the vendor who will be supplying the contract item(s) to the Division.
- 2.14** “**Warranty**” means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer’s responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.
- 2.15** “**Wheelbase**” means the distance from the centerline of the front axle to the centerline of the rear axle. Minimum of 158”.
- 2.16** “**Curb Weight**” means Weight of the vehicle including maximum fuel, oil, and coolant and all equipment required for the operation as required by this specification without passengers or driver.
- 2.17** “**Gross Load**” means one hundred and seventy five (175) pounds for every design passenger seating position and for the driver and three hundred (300) pounds for every wheelchair station. Vehicles will be operated without standees.
- 2.18** “**Fireproof**” means materials that will not burn or melt at temperatures less than 2,000 degrees Fahrenheit.
- 2.19** “**Fire Resistant**” means Materials that have a flame-spread index less than 150 as measured in a radiant panel flame test per FTA Docket 90A  
<https://www.govmark.com/pdf/information-bulletin/public-transportation-requirements.pdf>
- 2.20** “**ASTM**” means American Society for Testing and Materials
- 2.21** “**SAE**” means Society of Automotive Engineers
- 2.22** “**FMVSS**” means Federal Motor Vehicle Safety Standards

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- 2.23 “EPA” means Environmental Protection Agency
- 2.24 “DMV” means Division of Motor Vehicles, State of West Virginia
- 2.25 “FTA” means Federal Transit Administration
- 2.26 “ADA” means Americans with Disabilities Act of 1990 including applicable federal regulations issued pursuant to the Act and in effect at the time production of the vehicle commences.
- 2.27 “DBA” means the decibel scale A weight to measure upper middle frequencies over time that can impact hearing loss.
- 2.28 “RPM” means Revolutions per minute.
- 2.29 “HP” means the power of an engine measured in terms of a unit of power equal to 550 foot pounds per second.
- 2.30 “GAWR FR” is the maximum distributed weight that may be supported by the front axle.
- 2.31 “GAWR RR” is the maximum distributed weight that may be supported by the rear axle.

### 3. GENERAL REQUIREMENTS

**3.1 CONTRACT Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

- 3.1.1 In all cases, materials shall be furnished as specified. Where brand names or specific items or processes are used in the specifications, consider the term or equal to follow.
- 3.1.2 **Legal Requirements** – The vehicle shall meet all applicable FMVSS, DMV, ADA and federal and state regulations in effect at the date of manufacture. Vendor shall supply certification that vehicle meets all FMVSS Regulations and that vehicle complies with all relevant federal and State of West Virginia Standards at the time of delivery.
- 3.1.3 **Components, Materials, Workmanship, and Completeness:** These specifications reflect the Division of Public Transit's preference as to dimensions, materials, and major components. However, the vendor shall not omit any part or detail which goes to make the vehicle complete and ready for service, even though such part or detail is not mentioned in these specifications.

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- 3.1.4** All units or parts shall be manufacturer's best quality and shall conform in material, design and 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.
- 3.1.5** The price quoted in any proposal submitted shall include all items of labor, material, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the vehicle pursuant to these specifications.
- 3.1.6** It is the intent of these specifications to provide and require a complete vehicle of the type prescribed ready for operation. The vendor shall assume sole responsibility for the entire vehicle as to warranty and after-sales parts and service.
- 3.1.7** Warranty to become effective on the first day, after the date of final acceptance, of each vehicle by the Division of Public Transit.
- 3.1.8 Exhaust Emissions Control Requirements:** The vehicle shall comply with all federal and state requirements applicable to the year of manufacture.
- 3.1.9 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. Vendor shall supply report showing testing results of noise control.
- 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.
- 3.1.10 Inspection Facilities:** In order to comply Inspection Stations, the manufacturer shall provide on its premises a suitable hoist for a complete inspection of the underside of the vehicle. **A pit is not acceptable.** 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
- 3.1.11** Body shall be thoroughly water tested and made tight to prevent leakage. All vehicles purchased under this contract shall, during the course of the manufacture and prior to acceptance, shall be subjected to a water test to determine body leaks. This test shall consist of a series of nozzles, which are strategically located around the perimeter of the vehicle as to spray

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water over the entire surface of the vehicle. The nozzles shall eject a volume of water no less than twenty-two pounds per square inch measured at the nozzle tip. Body shall be thoroughly water tested and made tight to prevent leakage. The bidder shall provide the procuring agency with details of its water testing procedures with the bid.

LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS/ HER REFUSAL TO EXTEND THE PRICES, TERMS AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS/ HER BID.

ALSO, THE PRICES, TERMS AND CONDITIONS OF THE BID MAY BE EXTENDED TO WEST VIRGINIA TRANSIT AUTHORITIES AND PRIVATE NON PROFITS. VENDOR MUST CLEARLY INDICATE A REFUSAL IN HIS / HER BID.

### **3.2 CHASSIS**

**3.2.1** Chassis shall be OEM's original wheelbase. Chassis extensions behind the rear axles to support the body shall be in accordance with OEM's recommended practices and painted to match the original. All welds and cuts shall be properly dressed and deburred to present a professional finish.

### **3.3 ENGINE / EXHAUST SYSTEM**

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

**3.3.2** The engine shall be furnished with a large capacity full flow oil filter easily reached and replaced without removal of any major component. Engine shall be equipped with oil fill access in top of rear valve pan cover. Front oil filler tube shall be extended to rear of front access door. All service tubes should be extended in a similar manner. Care should be taken to ensure that the battery and alternator supply wire is insulated to prevent grounding during oil filter removal/replacement. Transmission cooler lines should not interfere with the oil filter removal or replacement. A low voltage light shall be under the hood in order for service personnel to service vehicle.

**3.3.3** An engine oil-cooling system and dry type air cleaner is required. Two (2) ambulance bilge-style cooling ports shall be installed on OEM hood to facilitate air exchange in the engine compartment.

**3.3.4** The engine shall be installed to produce a minimum of vibration. A



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firewall of sandwich construction shall separate the engine and passenger compartments, providing both thermal and acoustic insulation and sealing against intrusion of exhaust fumes into the vehicle. Non-combustible insulation shall be used.

**3.3.5 Exhaust System** to be OEM stainless steel exhaust pipes and muffler installed with heat shield and baffles. The tail pipe shall be designed to direct exhaust away from the lift area toward the street side.

**3.4 FUEL SYSTEM**

**3.4.1** A single fuel tank shall have the maximum capacity allowed by OEM and be located between the chassis rails behind the rear wheels. Fueling should be possible from the street or curbside. Engine mounted fuel filter is required with replacement type element. Locking fuel door to be provided on each vehicle.

**3.5 COOLING SYSTEM**

**3.5.1** The cooling system shall have sufficient capacity to provide satisfactory cooling at 115 degrees Fahrenheit at sea level and shall be equipped with an overflow tank such that coolant expelled is saved and restored to the cooling system. The cooling system shall be the OEM chassis supplier's heaviest duty system.

**3.6 HIGH IDLE SYSTEM**

**3.6.1** A high-idle system, intended to maintain battery charging under heavy demand when the vehicle is stationary and the emergency brake is applied shall be provided on all vehicles. The fast idle switch will automatically disengage when the vehicle is placed in forward or reverse gears.

**3.7 ENGINE OIL COOLER**

**3.7.1** An OEM oil cooler shall be provided.

**3.8 TRANSMISSION**

All fill tubes must be extended to an accessible position for easy service access.

**3.8.1** Transmission shall be manufacturers strongest duty available, six-speed automatic minimum, with increased cooling capacity to match GVWR of vehicle.

**3.8.2** The transmission and drive shall be manufacturers strongest duty available. Each section of the drive shaft shall be equipped with a guard to prevent the shaft from striking the passenger compartment floor or the ground in the event it should break.

**3.8.3** The transmission shall have a separate cooling system appropriate for the intended use of the vehicle. The cooling system shall be protected with permanent type antifreeze to twenty-five below zero Fahrenheit.

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**3.8.4** The vehicle shall be equipped with a differential having a gear ratio appropriate to maintain a speed of 70 mph with the vehicle loaded and not exceed manufacture's recommended operation engine rpm. The gear ratio will be adjusted by the vendor after the delivery to the end user to be appropriate for the agency's use and terrain.

**3.9 SUSPENSION**

**3.9.1** Shall be the highest rating available. Suspension system shall provide the low, unsprung weight characteristics necessary for passenger comfort without sacrificing vehicle stability and shall provide heavy-duty shock absorbers. A front axle with independent suspension is preferred. Vendor must perform a front end alignment after each vehicle is completely built. The vendor shall supply a camber and caster kit for each vehicle. Vendor shall supply a statement of completion verifying that alignment was completed with warranty information.

**3.9.2** MOR/RIDE Suspension System or equal shall be supplied on each vehicle. Defined as rubber shear spring suspension that works in conjunction with the chassis steel leaf spring suspension to absorb road shock.

**3.10 AUDIBLE ALARMS /BACK UP CAMERA**

**3.10.1** A 12 volt dual horn shall be situated beneath the front end of the vehicle, protected from wheel wash.

**3.10.2** A rear alarm shall be provided that is clearly audible outside of the vehicle when the transmission is in reverse.

**3.10.3** An audible door ajar alarm/buzzer shall be provided for rear emergency exit door, emergency exit windows and non-ambulatory wheelchair lift door.

**3.10.4** An OEM back up camera will be provided at the rear of the vehicle. The viewing screen will be mounted to allow the driver a clear view of the area directly behind the vehicle. Location of the viewing screen will be determined by the successful vendor and the Division of Public Transit.

**3.11 FRONT AXLE AND STEERING**

**3.11.1** GAWR FR compatible with chassis OEM.

**3.11.2** The steering mechanism shall be constructed so that the vehicle can be easily steered by its operator and shall be such as to make the wheel free from road shock and vibration. The steering mechanism shall be self-centering, requiring little or no effort for the operator to bring the vehicle back to a straight-ahead position from a turning position. Steering wheel rim shall be 25 inches maximum in diameter and the wheel rim shall be of plastic or synthetic resin construction molded over metal. The steering gear box should be placed in an easily accessible location for service. Steering shall be power assisted.

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**3.11.3** With the vehicle stationary on dry, level pavement and the engine idling, steering effort shall be as low as possible at the steering wheel. This effort shall remain approximately constant from just off straight-ahead to approaching full lock.

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

**3.12 REAR AXLE**

**3.12.1** GAWR RR compatible with chassis OEM.

**3.13 BRAKES**

**3.13.1 Service Brakes:** The Anti-Lock Brake System (ABS) foundation brakes shall be a power-actuated hydraulic split system of four-wheel disc-type, with four channel anti-lock braking control. Braking system shall include a red brake warning lamp in the instrument cluster that lights when the parking brake is on, when a front or rear hydraulic failure occurs, or when brake fluid is low in the reservoir.

**3.13.2** Emergency parking brakes shall be provided on the driveline or rear brakes.

**3.13.3** The brake system shall meet all federal and state requirements for vehicles over 10,000 GVWR for stopping distance, stability while braking, fade resistance, water recovery and warning devices. The warning devices must meet FMVSS standards.

**3.14 WHEELS**

**3.14.1** 16.0 diameter X 6.0" width or sized compatible with the suspension and GVWR will be furnished.

**3.14.2** Both inner and outer wheels shall be painted to match the basic body color, which is white.

**3.15 TIRES**

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

**3.15.2** Manufacturer shall provide a spare tire as standard equipment. The spare wheel and tire shall be sized per 3.15.1 and shall be shipped secured in the body of the vehicle appropriately secured so as not to damage the vehicle interior during shipment. Spare is to be the exact same tire and provided on the vehicle. Spare tire shall be painted as per 3.14.2 and it shall be as inflated to the proper pressure with air, not nitrogen.

**3.15.3** Tires shall be supplied with the vehicle from the factory.

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

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

**3.16 ELECTRICAL SYSTEM / WIRING**

**3.16.1** The vehicles are to be supplied with a twelve (12) volt electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws, due to lights, flashers, air conditioning or heaters, and other accessories in constant operation. As Built Schematics must be supplied and current with all vehicles in Word or Adobe reader format. **Two (2) 11" x 17" clearly readable laminated print copies of the as built schematics shall be provided for each vehicle at the time of delivery.** All wiring shall be loomed and held in place by insulated clamps spaced every 12 inches on center. Wiring shall be system coded, numbered and function coded. All wiring must be at least 14 gauge where possible. The Division will accept lower gauge wiring in places where 14 gauge is not possible by OEM. All wiring shall have adequate electrical insulation and provide flexibility and resistance against solvents or abrasives in accordance with SAE standards. All exposed underbody connectors shall be weather proofed for protection against the elements.

SAE Standard <http://standards.sae.org/ams3625/>

**3.16.2** Wiring shall be correctly grouped and coded and installed such that systems checks, maintenance, and replacement can be affected with minimum effort.

**3.16.3** Wiring shall be adequately supported. Where penetration of structural members occurs, grommets or similar devices shall be used to prevent chafing.

**3.16.4** Where applicable, all circuits shall be suppressed with capacitors to eliminate interference with radio and TV transmission and reception.

**3.16.5 Alternator:** OEM 225-amp alternator with a rectifier is required. Rectifier maybe either integral or externally connected. Bidder shall specify the nature of the rectifier and method of installation. The voltage regulator shall be solid state. The alternator shall be sized to provide a minimum of 90 percent of the continuous system draw at the engine manufacturer's recommended idle or 100 percent at automatic fast idle as specified (3.6 High Idle System). The alternator speed shall not exceed its recommended maximum or recommended high engine speed. The continuous system draw shall include all accessories in their "high" position, which could operate as the vehicle is in motion; i.e., excluding intermittently operating devices, such as turn signals, brake lights, or wheelchair lifts.

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- 3.16.6 Batteries:** Two (2) strongest duty 12 volt batteries shall be provided with a minimum total capacity of 1275 CCA.
- 3.16.7** Batteries shall be at an easily accessible location from the exterior of the vehicle. Any chassis OEM battery located under the hood shall remain there. The second battery is to be installed in a stainless steel battery box on a stainless steel slide-out tray located on the curb side of the vehicle. An access door will be provided in the skirt to access this battery box. The access door will be secured with two (2) quarter-turn latches.

**3.17 INSTRUMENTS AND CONTROLS:**

The following instruments shall be provided. All controls shall be within the driver's arm reach when his seat belt is fastened. All instruments are to be grouped on a single panel in full view of the driver with no instruments obstructed by controls, trim panels, or other appurtenances and arranged in a consistent and uniform manner.

- 3.17.1** Vehicle shall be equipped with the OEM's deluxe digital AM/FM/USB/MP3 radio stereo with a 6-speaker system for the passengers. One (1) additional speaker shall be installed in the driver's door or driver's side of the dashboard.
- 3.17.2** Speedometer with recording odometer
- 3.17.3** Ammeter or voltammeter gauge
- 3.17.4** Low-charge warning light
- 3.17.5** Oil pressure gauge
- 3.17.6** Fuel tank level gauge(s)
- 3.17.7** Engine temperature gauge
- 3.17.8** Headlight on indication and headlight high beam indicator
- 3.17.9** Directional signal and flasher action light
- 3.17.10** Parking Brake Indicator

**The following controls, in addition to the normal steering, braking, and transmission functions shall be provided:**

- 3.17.11** Separate switches and temperature controls for rear passenger compartment heater and air conditioner.
- 3.17.12** Separate switch and temperature controls for driver's heater, defroster and air conditioner.

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

**3.17.14** Passenger compartment lights

**3.17.15** Back Up Camera

**3.17.16** Tilt Steering Wheel

**3.17.17** Cruise Control

**3.17.18** OEM charging port for cell phones.

**3.17.19** Emergency flasher control facing driver and clearly visible

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

**3.17.21** A two-speed heavy duty commercial vehicle circulation fan shall be provided in the driver's area for increased circulation. The fan shall be a minimum of six (6) inches in diameter with at least a three position control switch. Location will be approved by the West Virginia Division of Public Transit.

**3.17.22** Glove box with 12 volt light installed.

**3.17.23** Each vehicle shall be equipped with driver's air bag.

**3.18 ELECTRICAL FUSES/CIRCUIT BREAKERS**

**3.18.1** The fuse panel box shall be large enough so that the wires are not cramped and easily accessible for service. The panel door shall have enough space between door and panel so that the door and wires do not touch when closed.

**3.18.2** All fuses and/or circuit breakers other than the OEM's chassis shall be placed in a waterproof electrical distribution panel located above the driver's door, accessible from inside the vehicle. Fuses will be automotive mini blade type fuses that plug into a modular distribution block, such as Cooper Bussman Series 3000 BEC, TCT, or equal.

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

**3.19 BODY STRUCTURE / ROOF**

**3.19.1** Body shall be steel framed with a minimum 18 gauge steel and be built as an

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integral welded unit mounted on a chassis and adequately reinforced at all joints where stress concentration may occur. Side walls, rear wall, roof, and floor must be welded together; joining by other means is not acceptable. Details of body construction including materials, methods of joining and assembling components or sub-assemblies and method of attachment of the body to the chassis shall be submitted in bid. Honeycomb construction is not acceptable. Roof structure to include two roll bars fabricated from steel tubing incorporated into roof structure to provide additional strength.

- 3.19.2** Federal and state requirements including FMVSS #220 Rollover Protection are required to be met. The side and end forming shall be so designed and constructed that they will carry their proportion of the stresses imposed and absorb excessive impacts with as little damage as is practical. Adequate reinforcement shall be installed around all doors in order to transfer the stresses around these openings. All posts in body, side, and roof sections shall be of square section tubing or equal construction securely fastened to the under-frame structure so that the entire frame shall act as one unit without any movement at the joining. The end posts shall be designed to standards as required for federal and state standards for shear, static load on roof, and side panel impact protection.

FCMSS Standard #220

<https://www.exponent.com/services/practices/engineering/vehicle-engineering/capabilities/rollover-testing/federal-motor-vehicle-safety-standard-220/?serviceId=f84b5ba1-f219-4ff8-80cd-af5606807d39&loadAllByPageSize=true&knowledgePageSize=3&knowledgePageNum=0&newseventPageSize=3&newseventPageNum=0>

- 3.19.3** All steel components are to be anti-corrosive that meets ASTM B117 (3500 hours) and ASTM D870 (1000 hours). The Division will accept gray self etching primer on steel components and G40 galvanized materials as equals.

ASTM B117 <https://www.astm.org/Standards/B117.htm>

ASTM D870 <https://www.astm.org/Standards/D870.htm>

- 3.19.4** All nuts, bolts, clips, washers, clamps, and like-parts shall be galvanized, zinc-coated, or given a coat of primer as additional protection against corrosion. All exterior screws and bolts shall be stainless steel.
- 3.19.5** Interior surfaces of any exterior painted body panels and posts which are covered by trim material shall be given a coat of primer as additional protection against deterioration.
- 3.19.6** All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate type or acceptable substitute. Application of exterior sidewalls with two sided tape is not acceptable.
- 3.19.7** All interior panels shall be riveted, welded or fastened to the body frame. All fasteners shall be installed to resist vibratory loosening. Exterior seams shall be

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constructed in such a manner that they shed water; the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone. All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate type tape, butyl rubber type, or equal.

- 3.19.8** All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished.
- 3.19.9** Lower skirts to be of thick molded fiberglass or galvanized steel. Skirt seams **MUST** be placed above the wheel wells or adjacent to one of the A/C skirt condensers only.
- 3.19.10** Ceiling and side panels shall match the interior color scheme and provide a hard, vandal resistant, flame-retardant surface.
- 3.19.11** The passenger entrance frame and wheelchair door shall be aluminum or stainless steel construction only.
- 3.19.12** The front cap shall have an extra framed support from the side of the passenger entrance door to the floor.
- 3.19.13** Roof shall be one piece metal, fiberglass, or equal panel with one and one half (1 – 1/2") minimum thickness rigid foam insulation or equivalent. Side panels above the floor line shall be one piece fiberglass reinforced plastic (FRP), steel, aluminum, or equals on the exterior, of one piece construction, firmly attached to prevent flexing of the panels to the frame structure to present a smooth pleasant appearance and to be free from drumming or oil canning. Vacuum lamination is the preferred method.
- 3.19.14** Side panels (skirt) below the floor line shall be detachable aluminum and separate from the above panels for ease of the maintenance and repair. An aluminum or galvanized steel underfloor shall be provided for the whole of the passenger compartment, and it shall be fully undercoated.
- 3.19.15** Stepwells shall be of one-piece stainless steel or aluminum construction welded into the floor and side-structures. The bottom of the steps and risers will be coated with undercoating, such as Z Tech, Z Guard 20060 B-2, Z-Guard 9902 Star or an equal. Stepwells shall be of one piece construction of corrosion resistant steel with covered corners and adequate reinforcement to prevent deflection.

Stepwell shall be the full width of the door opening, and designed like the Talon Tread-type step or approved equal, which eliminates separation and exposure of metal to moisture on the treads and risers. The preferred method of manufacturing is a process where the contrasting step nosing and flooring are heated with the metal stepwell so that the metal and flooring material are fused with fewer seams and less caulking.

The entire underside of the stepwell shall be fully undercoated. The nosing of each step shall be marked with bright yellow marking with abrasive strip insert not less



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than two (2) inches wide, reflective type material Gerflor Stepbus Nosing or equal.

Floor covering shall be laid without gaps or openings. Joints shall be filled with color matching material to be tight against any influx or seepage of water and all edges to be sealed. Stepwell flooring and aisles to be a contrasting color against under passenger seat flooring for higher visibility.

- 3.19.16** Wheel housing shall be steel and should provide clearance for wheels equipped with chains to move freely and to allow a wheel to be removed with the vehicle jacked on the rear axle.

**3.20 EXTERIOR:**

Vehicle exterior paint shall be OEM standard "white" finish.

- 3.20.1 Vehicle Vinyl Scheme: Vinyl Logo/Striping Schemes on All Vehicles**  
The agency's name, phone number and WV Transit Assistance Program Logo and Striping shall be applied to both sides of the vehicle by the Vendor at the factory. (See Exhibit B for example.)
- 3.20.2** The agency names, phone numbers and the artwork for the logo and stripes will be provided by the Division upon award.
- 3.20.3** Signs and numbers shall be fade, chip, and peel-resistant: NO painted signs, decals or pressure sensitive appliques.
- 3.20.4** All decals shall be sealed with clear, waterproof sealant around the edges and on all exposed surfaces.
- 3.20.5** Successful vendor to work directly with the Division of Public Transit regarding what names, phone numbers, logo, stripes, etc. to be applied. See Exhibit B for Example of Vinyl Scheme.

**3.21 UNDERCOATING AND RUSTPROOFING:**

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

ASTM C920 Standards: <https://www.astm.org/Standards/C920.htm>

- 3.21.2** The vehicles shall be fully undercoated at the point of manufacture prior to delivery. Division will accept the underbody coating complicit with the Ford Quality Vehicle Modifier Program (QVM) see link below.  
[http://www.fleet.ford.com/ngtemplates/downloads/showroom/limo-livery-funeral/QVM/qvmrating.pdf?trk=profile\\_certification\\_title](http://www.fleet.ford.com/ngtemplates/downloads/showroom/limo-livery-funeral/QVM/qvmrating.pdf?trk=profile_certification_title)

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**3.22 DOORS – ACCESS AND ENTRANCE / EXIT**

- 3.22.1 Access Doors:** Access doors shall be provided where necessary to service transmission, engine, radiator, batteries, air conditioning, and radio system components.
- 3.22.2 Ambulatory Passenger Doorway:** A driver operated 2 leaf, outward opening passenger access door shall be located towards the front of the right of the vehicle.
- 3.22.3 Dimensions shall be:**
- |                         |                   |
|-------------------------|-------------------|
| Overall Clear Height    | Approximately 80" |
| Overall Clear Width     | Not Less Than 36" |
| Tread Depth             | Minimum of 8.5"   |
| Riser Height            | Maximum of 9"     |
| Distance Step to Ground | Maximum of 12"    |
- 3.22.4** The door shall be fully glazed or provided with upper and lower windows allowing the driver an adequate view of the curbside area outside of the door. **Tempered safety glass shall be used.**
- 3.22.5** When the door is closed, the lower step shall not protrude beyond the door line more than two (2) inches.
- 3.22.6** Brushes or other appropriate seals shall be fitted to the bottom of the door panels to assist in sealing and snow clearance.
- 3.22.7** Electrically Operated door to be provided with Kubota key switch or equal. Door control shall be within twenty-eight (28) inches from the right side of the driver's shoulder. The door frame shall be welded at all seams to ensure that the door frame will not separate. An additional post shall run from the side of the passenger entrance door to the cap to provide an extra support for the front cap.
- 3.22.8** The passenger entrance and non-ambulatory passenger entrance/exit door frames shall be aluminum or stainless steel construction only.
- 3.22.9** Passenger door shall be key operated from the outside and by a rocker or toggle switch from the driver's console. Door pivot pins shall incorporate permanently lubricated bearings. Door must have an emergency release in case electric is not properly working.
- 3.22.10** Driver's door shall have a diamond plate running board to provide easy access for the driver. The running board shall be no less than 8.5" wide and within 12.5" off the ground.
- 3.22.11** An interlocking system such as Intermotive Gateway, ILIS, or equal,

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shall be provided which renders the door inoperative unless the transmission shift lever is in the "park" position. Once the door is closed and the vehicle is placed in drive, the interlocking system will disengage.

- 3.22.12 Non-Ambulatory Passenger Entrance/Exit:** A driver operated two-piece wheelchair entrance door with large upper viewing window, capable of being locked, shall be located at the rear of the curbside and behind the rear wheels. Doors shall be fitted with heavy-duty, full-length piano hinges. These doors shall not sag when open, and if there is a possibility of sagging, additional preventative gussets need to be inserted.
- 3.22.13** A minimum clear vertical distance of 68" inches required through the doorway and lift installation.
- 3.22.14** Overall door width of approximately 52" inches is required. The door width must provide operating clearance for a lift meeting the requirements of the lift section.
- 3.22.15** A warning light shall be provided at the driver's station to indicate when the door is open for wheelchair operation and a buzzer to indicate when it is ajar with the vehicle in motion.
- 3.22.16** Door ajar signal is to be activated by a magnetic proximity switch or a plunger type switch. The striker for the signal must not have contact with flexible section of the door. It must either make contact with the top mullion or have a two (2) inch by two (2) striker plate to prevent false alarms.
- 3.22.17** Air springs shall be heavy, riveted to body and door or double nut and lock nut. Air springs will firmly secure the door in the open position.
- 3.22.18 Emergency Exit Door:** A full height rear emergency exit door with a minimum clear opening of thirty-five and a half (35.5) inches by fifty-seven (57) inches minimum that fully complies with ADA standards shall be provided on all floor plans.
- 3.22.19** Large upper and lower windows shall be provided in the door to maximize rearward visibility.
- 3.22.20** Emergency exits with full length stainless steel piano style hinges will be required on all floor plans. A cam-over or spring style holdback to be used to secure door in open position. A gas shock style hold open device will be accepted.
- 3.22.21** A warning light shall be provided at the driver's station to indicate when the door is open for wheelchair operation and a buzzer to indicate when it is ajar with the vehicle in motion.
- 3.22.22 Roof Gutters:** Water deflecting roof gutters shall be provided over ambulatory and wheelchair accessible doors and windows.

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**3.23 BUMPERS / FENDERS AND MOLDING**

- 3.23.1 Bumpers:** The front bumper shall be the OEM chassis supplier's.
- 3.23.2** The rear bumper shall be unpressurized, self-contained, self-restoring, energy absorbing bumper of the HELP system, such as the ROMEO RIM, SMI or equal, having the same specifications as mentioned above.
- 3.23.3** Fenders: Flexible fenders shall be provided for the rear wheels, the Division of Public Transit shall approve materials and configuration. Rubber molding shall run the length of the passenger compartment at floor level. The molding shall be secured in a manner other than snapped onto a metal rail. The ends of the molding shall be finished and caulked if necessary to prevent sharp edges at the angle cuts.

**3.24 WHEELCHAIR LIFT**

The lift shall meet or exceed all the U.S. Department of Transportation's minimum and Americans with Disabilities Act requirements.

- 3.24.1** Vehicle shall be equipped with one (1) fully automatic wheelchair lift, Braun Century Series or equal. The lift shall have been tested to a minimum static load of 2,400 lbs. The lift shall have a one thousand (1,000) pound rated lifting capacity and shall be installed in the rear curbside of vehicle.
- 3.24.2** The lift shall have a self-cleaning, see-through, non-skid platform which can be folded and unfolded by one person.
- 3.24.3** Lift control switch shall be completely weather proof with illuminated functions and labeled as to function. The controls shall be placed adjacent to the lift in such a position to enable the attendant or the disabled person, once the person is on the platform, to operate the lift. In the fully lowered position the platform shall measure at least thirty seven (37) inches wide and have an effective length of at least fifty one (51) inches. A safety barrier shall be the full length of the curb side edge of the platform and shall be a moveable hinged surface to provide a barrier to prevent the wheelchair from rolling off the lift during operation. Barrier to have a durable rubber nose guard and be powder coated yellow for safety and high visibility. A two (2) inch high barrier shall also be provided on each side of the platform to prevent wheelchairs from rolling over the edge. Two (2) automatic fold handrails shall be provided one on each side of the platform. A safety belt shall be installed on the lift to secure the occupant during the use of the lift with retractable belt.
- 3.24.4** Power unit shall be twelve (12) volt electro-hydraulic system. Power unit shall be readily accessible for service. A manual hand crank shall be installed for lift operation in the event of power failure.
- 3.24.5** Lift shall be capable of being used from curb level or ground. The lift should be capable of safely lifting a one thousand (1,000) pound rated lifting capacity.

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The lift platform should be capable of being raised or lowered with a load in no more than twelve (12) seconds. All power units, operating joints, linkage, and mounting points to the body shall be certified by the manufacturer as being adequate for the loading. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions.

- 3.24.6** All sliding surfaces and load bearing pivot points shall be free of exposed grease and constructed with ball and roller bearings. All electrical and hydraulic lines and units, all control mechanisms and cables shall be securely fastened and placed so as not to interfere with passenger ingress and egress, or with any moving parts. All moving parts shall be shielded from contact with passengers and operator.
- 3.24.7** Platform shall fold into door area for storing while not in use. Platform in stored position shall not intrude into vehicle body more than 14 inches. Lift shall be adequately restrained in stored position to prevent lift from coming adrift while vehicle is in motion. The lift in its stored position shall not rattle.
- 3.24.8** It is the vendor's responsibility to provide instructions on the use of lift to meet the specified performance standards, and on the safe operation, maintenance and service of the lift, as well as, warranty information. An instructional video explaining the lift operations and lift maintenance shall be provided with each vehicle.
- 3.24.9** Lift controls shall be interlocked with the vehicle brakes and transmission and door, or other approved means, to ensure that the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlock mechanism(s) are engaged. The lift must not be able to be deployed without engaging the interlock system and the interlock must prevent the vehicle from being moved until the lift is stowed. Any interlock which can be disengaged prior to lift stowage will cause the vehicle not to be accepted. Intelligent Lift Interlock System Model # ILIS501 or equal.
- 3.24.10** An interlocking system with fast idle, such as Intermotive Gateway, ILIS, or equal, shall be provided which renders the lift inoperative unless the transmission shift lever is in the "park" position and the emergency brake is applied.
- 3.24.11** A wheelchair lift light shall be located inside the vehicle to illuminate the lift. An additional light will be mounted in the area to illuminate the surrounding area of the street. The lights shall function automatically when the lift door is opened, even with the running lights switch is in the off position to provide illumination in accordance with FTA/ADA requirements. Installation of the lights shall not intrude upon the headroom or effective width of the wheelchair access area.
- 3.24.12** Lift Installation:

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- 3.24.12.1 The lift shall be installed by bolting through the floor into structural steel that is an integral part of the body underfloor structure.
- 3.24.12.2 The power unit shall be placed at the forward side of the lift for rear mounted lifts and on the rear side for forward mounted lifts and be readily accessible for service. In the event of power failure, the deployed lift platform shall be able to be lowered manually with passenger and raised without passengers.
- 3.24.12.3 System control valve shall be solenoid controlled and shall be accessibly mounted for easy maintenance. All lift components shall either be inside the vehicle or enclosed and protected for water wash.
- 3.24.12.4 Electrical control switches shall be completely weather proof and labeled as to function. All switches shall be of the momentary type.
- 3.24.12.5 The lift installation shall provide a hand-held switch for remote operation of the lift in addition to or in place of the regular door-mounted electrical lift controls. The lift control cable shall have a protective steel wire cover from control to base for lift, if available.
- 3.24.12.6 A caution sign shall be prominently displayed in full view of persons standing at curbside of the vehicle as a warning to stand clear for lift operations.
- 3.24.12.7 Activating the lift circuitry through a lift master switch will cause the rear hazard lights to flash.
- 3.24.12.8 Wheelchair lift shall have a grounding strap from the chassis frame to the lift frame.
- 3.24.12.9 The lift shall meet the NHTSA FMVSS platform lift systems for accessible motor vehicles in all areas, but not limited to minimum platform dimensions, maximum size limits on protrusions and other hardware, handrails, retaining barriers, and performance standards. A safety strap from handrail to handrail is required.

Federal Motor Vehicle Safety Standards; Platform Lift systems for Accessible Motor Vehicles Platform Lift Installations on Motor Vehicles:  
<https://www.federalregister.gov/articles/2000/07/27/00-18773/federal-motor-vehicle-safety-standards-platform-lift-systems-for-accessible-motor-vehicles-platform>

### 3.25 WINDOWS / GLAZING

- 3.25.1 **Windshield** shall be OEM tinted. Windshield shall be one (1) piece and laced in, but “not glued,” unless OEM is a two piece windshield.

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- 3.25.2 Passenger Windows** shall be T slider top mounted with at least one curbside and two street side hinged to provide emergency egress. Emergency exits are to be denoted with fade and peel resistant decals, lighted and equipped with a buzzer if opened while the vehicle is moving. Size shall be approximately thirty six (36) inches wide by thirty six (36) inches high with 1/8 inch AS-3 tempered glass tinted for 31 percent transmittance. Heavy-duty latches are to be used on all windows.
- 3.25.3 Passenger Door** panels shall have full height AS-3 tempered glass windows for maximum visibility of the curb.
- 3.25.4 Lift Door Windows** shall incorporate a single large window in each door panel consistent with the other passenger windows. Doors shall be two-piece as is specified in section 3.22.12.
- 3.25.5 Rear Windows** In addition to the windows in the rear emergency door, windows shall be provided on both sides of the door to increase rearward visibility.
- 3.25.6 Driver's Window** shall be OEM standard window to be controlled by electric switch.
- 3.25.7 Transition Window** The transition panel between the passenger door and the front fender shall have a window of approximately thirty-four (34) inches by ten (10) inches dimensions to enhance the view of the curb area.  
**Vendor shall submit dimensioned diagram with bid.**

**3.26 HEATING AND AIR CONDITIONING**

**3.26.1 Heating System:**

- 3.26.1.1** The heating system shall provide heat for both the driver and passengers, as well as, defrost air for the windshield. The system shall provide for a comfortable temperature for passengers throughout the vehicle by providing heat from both a dash and passenger compartment heater.
- 3.26.1.2** An electrical stepwell system heater, to be approved by the Division of Public Transit, shall be provided to eliminate ice and snow build-up. Heater using the coolant system shall be stainless steel.
- 3.26.1.3** A passenger compartment heater shall be provided towards the back of the vehicle to ensure consistent heat distribution throughout the vehicle. Gate valves shall be provided to allow the rear heater system to be shut off. Heater fans shall have high and low speeds. (Heater Capacity 2 x 35,000 BTU minimum).

**3.26.2 Air Conditioning:**

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- 3.26.2.1** The OEM chassis supplier's heaviest duty air-conditioning system shall be supplied plus such other components as necessary to ensure effective, uniform cooling throughout the vehicle. Trans Air, ACC, Burgess, ACT are approved or equals. At a minimum, the system should consist of:
- 3.26.2.2** The OEM's engine driven compressor with a minimum displacement of 9 cubic inches. Provided a secondary engine-driven compressor of sufficient size to circulate the rear A/C per specifications.
- 3.26.2.3** The OEM's front mounted condenser shall not be removed.
- 3.26.2.4** A three fan oversized (minimum fan size – 12"; rated at 82,000 BTU's per hour), skirt-mounted condenser shall be shielded from road spray.
- 3.26.2.5** A ceiling mounted evaporator at the rear of the passenger compartment with a minimum capacity of 93,000 BTU's and separate fan speed control.
- 3.26.2.6** All A/C hoses, heater hoses and wiring shall be properly protected to ensure against wear from friction and the elements.
- 3.26.2.7** The A/C systems will include, as standard, ATCO, Quick Click, Burgaflex or approved equal connectors and hoses. Beadlock fittings and rubber barrier hoses are not acceptable.
- 3.26.2.8** The A/C system shall utilize environmentally friendly R-134a refrigerant. Refrigerant hoses shall be double braided (Type C, Class II) and the refrigerant hoses and fittings must be SAE specification J2064 compliant.

### **3.27 INTERIOR LIGHTING**

- 3.27.1** The interior shall be illuminated by LED fixtures. Interior shall be illuminated to provide a minimum of twelve (12) foot candles of illumination measured at thirty-six (36) inches above the floor over each two-passenger cross seat. Provide detailed information on the installed interior lights with bid submittal.
- 3.27.2** The stepwell area shall be illuminated to FTA/ADA standards by door activated LED stepwell lights including the immediate area outside. These lights shall be shielded to protect passengers' eyes from glare. Light fixture shall be totally enclosed, splash-proof, designed to provide ease of cleaning, as well as, lamp housing removal and shall not be easily removed by passenger. Stepwell lights shall be protected from damage caused by passengers kicking the lenses or fixtures and shall not be a hazard to passenger. Stepwell lights shall be activated by operating the passenger door even with the running lights switch in the OFF position.
- 3.27.3** Red LED location indicator lights shall be provided above all emergency doors and window exits.



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- 3.27.4 Fire Retardancy must meet or exceed FMVSS 302, ASTM-E 162 Surface mobility, and Flame Spread Index F - 5<150.

FMVSS 302:

[https://www.sp.se/en/index/services/firetest\\_building/firetest\\_bu%C3%ADding/FMVSS302/Sidor/default.aspx](https://www.sp.se/en/index/services/firetest_building/firetest_bu%C3%ADding/FMVSS302/Sidor/default.aspx)

- 3.27.5 Light fixtures shall be designed to prevent accumulation of dust, insects and other materials. Light fixture shall have an aluminum base and polycarbonate lens designed for easy maintenance and cleaning. Lens shall be effectively sealed such that incursion of dust and insects is prevented.

- 3.27.6 Light fixtures shall mount to the interior surface of the vehicle without requirement for perforation of that surface for other than threaded fasteners and wire. Light fixtures shall have formed endcaps that are shaped without sharp corners (rounded) and provide a finished appearance. If fixtures are round, end caps not required.

**3.28 EXTERIOR LIGHTING:**

- 3.28.1 Exterior lighting shall be in accordance with Federal Motor Vehicle Safety Regulations (393.12) See link below.

<http://icsw.nhtsa.gov/cars/rules/standards/conspicuity/TBMpstr.html>

- 3.28.2 All exterior lights to be single contact. Double contact may be used for tail, stop and rear turn signals. **Light Emitting Diode (LED) lights shall be used for taillights, brake lights, turn signal, collision avoidance lights, and clearance marker lights.** Truck-Lite or Equal is recommended.
- 3.28.3 Headlights of sealed beam type are required with high and low beams controlled by column-mounted lever switch or by a foot switch mounted on the floor, which will be sealed from moisture. Sealed beam units shall be of the latest type and low beam rating of 600-hour life. **Headlights shall be wired for daytime running.**
- 3.28.4 Directional signals independent of the brake lights shall be provided and shall have sealed amber lens in front and rear. Rear stoplights are to be independent of directional and hazard warning signals.
- 3.28.5 LED Rear stop and taillights shall be provided. Rear stoplights are to be independent of directional and hazard warning signals.
- 3.28.6 In addition to the normal stop lights provided on the base vehicle, an extra LED stoplight shall be provided. This light shall be mounted on the centerline of the vehicle above the rear door and shall be wired to operate in conjunction with the normal stoplights.
- 3.28.7 Red rear reflectors shall be provided. Additional four reflectors, two on each side of the vehicle, amber front and red rear, shall be provided.

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- 3.28.8** LED mid-ship side directional signals wired to operate with front directional signals shall be provided.
- 3.28.9** A circuit shall be provided for the directional signal which, when on, will cause them to function as traffic hazard warning signals.
- 3.28.10** License plate mounts: located on the rear cap. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that require rear license plate. Any vehicle delivered without such plate mounts will be rejected.
- A rear LED license plate light shall be provided to meet Federal and State of West Virginia regulations. License plate mounting and light are acceptable on the rear cap.
- 3.28.11** Two (2) LED back-up lights shall be provided which are adequate to meet Federal and State of West Virginia regulations.
- 3.28.12** An LED wheelchair lift light shall be located inside the vehicle to illuminate the lift. One (1) additional LED light will be mounted on the skirt below the lift to illuminate the surrounding area of the street. The light shall function automatically when the lift door is opened, even when the running light switch is in the off position and provide illumination in accordance with FTA/ADA requirements. Installation of the lights shall not intrude upon the headroom of effective width of the wheelchair access area.
- 3.28.13** LED Marker, Cluster, and all other lights as required by State and Federal regulations shall be provided. Lights shall operate with or **without engine running**.
- 3.28.14** The rear hazard flashers shall be activated when the lift operating circuits are energized.
- 3.28.15** All lights are to be LED lights with the exception of the dome lights and headlights.

**3.29 FLOOR AND FLOOR COVERING**

- 3.29.1** Flooring shall be constructed of a minimum of five-eighths inch (5/8"), five ply, exterior BC grade (or better) water-resistant plywood without visible cracks or holes firmly secured to the floor structure by the use of adhesive and mechanical fasters with no intrusions into the vehicle body compartment.
- 3.29.2** Floor shall be laid in such a matter as to be free from squeaking. All flooring shall be RCA Transit Flooring, Altro, Gerflor Tarabus Sirius, or equal, being non-slip resistant, double groove rib design, able to stand up to heavy traffic. Color to be selected by the Division of Public Transit.
- 3.29.3** Entrance area shall be covered with one-eighth (1/8) inch floor covering. All step edges to be marked in accordance with FTA/ADA requirements. The nosing of each step shall be marked with bright yellow marking with abrasive strip insert

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not less than two (2) inches wide, reflective type material Gerflor Stepbus Nosing or equal.

- 3.29.4 Aisle front entrance and securement areas shall be covered with one-eighth (1/8) inch floor covering.
- 3.29.5 A Standee Line is required. Color to be same as step nosing. **(Yellow is the preferred color).**
- 3.29.6 Insulation of rigid closed cell polystyrene, polyurethane foam, or bagged fiberglass shall be provided for the full depth of the structure between all interior and exterior panels and any cavities between the subfloor and floor construction. Vendor shall specify the type of insulation with their bid and provide documentation that it is flame retardant and non-toxic.

**3.30 SEATING**

- 3.30.1 Seats shall be Freedman or equal, being a Mid-high back double with semi-bucket and contoured configuration. Seats shall be spring base with five (5) inches of foam padding. Upholstery shall be grade 4 or higher with ABS Knee-Saver back. **Description of offered product to be provided with bid submittal. Five (5) seat belt extenders shall be provided per vehicle ordered.**
- 3.30.2 A padded grab rail shall be provided on top of each forward facing seatback and all fold-away. Grab rail is not required on the rearmost seats.
- 3.30.3 The seats shall be equipped with the Freedman USR (under seat retractor) system or equal complying with FMVSS 210. (see link below) Or equal would meet FMVSS 210 and the belts shall be fully retractable into housings and shall not touch the floor at any time. Retractable seatbelts shall be attached to the seat frames. All belts shall be permanently kept in the correct position for securement applications.  
  
FMVSS 210  
[http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571\\_1210&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_1210&rgn=div8)
- 3.30.4 Seats shall use a single T pedestal leg with black painted finish and side rail for mounting.
- 3.30.5 **Priority Seating:** Appropriately positioned decals shall indicate that the first two (2) rows on each side are designated as priority seating for the elderly and persons with disability.
- 3.30.6 Seats shall conform to the following dimensions:

Width per Passenger	17.5 inches
Height of Seat Cushion	18 inches
Depth of Seat	17 inches

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Height of Seat Back	23 inches max. (except rear row)
Hip-to-Knee Room	27 inches minimum
Aisle Width	14 inches minimum

**3.30.7** Seats and Seating shall comply with the following FMVSS Standards:

FMVSS Standard 207 Seating Systems:

<https://www.law.cornell.edu/cfr/text/49/571.207>

FMVSS Standard 208 Occupant Crash Protection:

<https://www.law.cornell.edu/cfr/text/49/571.208>

FMVSS Standard 209 Seat Belt Assemblies and Anchorage:

<https://www.law.cornell.edu/cfr/text/49/571.209>

FMVSS Standard 210 Seat Belt Assemblies and Anchorage:

<https://www.law.cornell.edu/cfr/text/49/571.210>

- 3.30.8** A fold up armrest will be provided on all aisle passenger seats. Seat shall have FMVSS certified seat-belts with retractor.
- 3.30.9** Two (2) double mid-high seats will be **integrated child restraint seats** which are capable of securing one child between the height of thirty three (33) inches and forty-nine (49) inches with a weight between twenty (20) to sixty (60) pounds and an adult. Instructions for the securement shall be printed on the seat in English and Spanish, and shall be easy to understand.
- 3.30.10** Two (2) double mid-high seats will have **installed CRS restraints for child seats**.
- 3.30.11** Driver's Seat: The driver's seat shall be power high-back bucket seat with commercial grade cloth material that matches the color of the passenger seats (Grade 4 cloth minimum). Driver's seat shall have a folding armrest, a headrest, and a lumbar support as a minimum. Freedman Shield operator seat is equal. Seat shall have a minimum of four (4) inches fore and aft adjustment. Seat installation shall allow for unimpeded movement over the whole seat range. A shoulder belt is required. Seat Belt Extension to be provided for driver seat.

Seats and seating shall comply with the following FMVSS Standards:

Standard Number 207 Seating Systems

[http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571\\_1207&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_1207&rgn=div8)

Standard Number 208 Occupant Crash Protection

[http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571\\_1208&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_1208&rgn=div8)

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[idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571\\_120&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_120&rgn=div8)

Standard Numbers 209 Seat Belt Assemblies [http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571\\_120&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_120&rgn=div8)

Standard Number 210 Seat Belt Anchorage  
<https://www.law.cornell.edu/cfr/text/49/571.210>

**3.31 WHEELCHAIR SECUREMENT SYSTEM:**

**3.31.1** Wheelchair securement areas and systems shall fully comply with all applicable U.S. Department of Transportation's Americans with Disabilities Requirements.

**Vendor is to supply the description, warranty and literature information of this product with bid.**

**3.31.2** Vehicle shall be equipped with two (2) wheelchair positions.

**3.31.2.1** 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.

**3.31.2.2** At each required wheelchair position a wheelchair securement system shall be provided to securely hold the wheelchair in the wheelchair position.

**3.31.2.3** 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.

**3.31.3** The vendor shall provide with each 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.

**3.32 MOBILITY AID / OCCUPANT RESTRAINT SYSTEM**

**3.32.1** A restraint system shall be provided for the occupant of the wheelchair at each wheelchair position. The restraint system shall be a seat belt assembly permanently attached to the floor or side of the vehicle or to the wheelchair lock

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

- 3.32.2** Wheelchair retractors shall be fully automatic, auto locking and self- tensioning.
- 3.32.3** Retractors shall automatically remove any slack in the webbing after they are secured to the wheelchair.
- 3.32.4** Retractors are self-retracting; therefore no belts are left on the floor, keeping them cleaner and longer lasting.
- 3.32.5** Retractor shall have a "LOCKED" indicator tag and shall only be visible when the retractor is in the LOCKED mode assuring the retractor is not in the release condition when properly secured to the wheelchair.
- 3.32.6** Retractors shall be heavy duty with heat treated structural components and plated for superior corrosion resistance.
- 3.32.7** Retractors shall have a chrome plated metal cover for long lasting protection.
- 3.32.8** 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.
- 3.32.9** Retractors shall be equipped with anchoring points for the attachment of the occupant restraint lap belts.
- 3.32.10** Retractors shall be able to be used with a variety of shoulder/lap belt combinations.
- 3.32.11** Retractors shall have manual knobs for additional tightening if needed.
- 3.32.12** Retractor shall be able to secure a wheelchair with one hand in as little as 10 seconds.

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- 3.32.13** Retractors shall have a warranty period of 3 years and shall have a manufacturing label to identify the part number and date of manufacture for easy traceability.
- 3.32.14** Retractors, occupant restraints and anchoring equipment shall be installed in accordance with the manufacturer's installation instructions and recommendations.
- 3.32.15** Medium-Duty Series 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 shall run full length of the vehicle.
- 3.32.16** 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.
- 3.32.17** Track and securement system need to comply with manufacturer's recommendations regarding using the same manufacturer's track and securement systems.
- 3.32.18** Vendor shall provide **four (4) each of sixteen inch (16") quick straps** for each securement location.
- 3.32.19** The retractors shall be designed to be low profile to fit under most wheelchair foot rests.
- 3.32.20** Retractors and occupant restraints shall meet or exceed but not limited to the following specifications:

30mpg/20g Impact Test Criteria per SAE J2249  
[http://standards.sae.org/j2249\\_199901/](http://standards.sae.org/j2249_199901/)

ISO 10542  
[http://www.iso.org/iso/catalogue\\_detail.htm?csnumber=60372](http://www.iso.org/iso/catalogue_detail.htm?csnumber=60372)

Canadian Z605  
<http://www.scc.ca/en/standardsdb/standards/6595>

National Standards for School Buses  
<http://www.nasdpts.org/ncstonline/>

ADA (49 CFR Part 38)  
[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr38\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr38_main_02.tpl)

FMVSS 209  
<https://www.law.cornell.edu/cfr/text/49/571.209>

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FMVSS 222

<https://www.law.cornell.edu/cfr/text/49/571.222>

FMVSS 302

[https://www.sp.se/en/index/services/firetest\\_building/firetest\\_bu%C3%A4dning/FMVSS302/Sidor/default.aspx](https://www.sp.se/en/index/services/firetest_building/firetest_bu%C3%A4dning/FMVSS302/Sidor/default.aspx)

- 3.32.21** The vendor shall provide with each 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.

### **3.33 MIRRORS**

#### **3.33.1 Exterior:**

Two (2) six and one-half inch (6-1/2") x nine and one-half inch (9-1/2") minimum size fully adjustable outside rear-view mirrors, such as the Rosco model number 71H for Driver's side and 717H for passenger side, or equal shall be provided: one at the driver's door and one at the right front body corner. Mirror arms shall be constructed on anodized aluminum, stainless steel, powder coated steel, or another non-corrosive, approved equal material. Mirror arm may be chrome plated. Convex "blind spot" mirrors shall also be provided on each side of the vehicle, with a minimum five inch (5") diameter. The convex mirror shall be built into the same head as the flat mirror and shall not be of the stick on type. Both mirrors shall be reinforced mounted breakaway mirrors. Bolts shall be of the heaviest grade to ensure from breaking or snapping. Mirrors shall be heated and remote controlled, such as those produces by Rosco, Lucerix, or equal, and shall be heated and remote controlled. **Crossover mirrors are not acceptable.**

- 3.33.2 Interior:** Vehicle shall have a rectangular flat mirror with a viewing area of at least 6"X 16" installed that provides a complete view of the interior to the driver.

- 3.33.3** Each vehicle shall be equipped with a sun visor for driver that is able to pivot to cover their door unless a single visor is provided by OEM.

- 3.33.4 Rear View Mirror:** The OEM rear view mirror shall be retained.

- 3.33.5 Fresnel Lens:** Each vehicle shall be equipped with a large Fresnel flat, wide-range lens, approximately 11"X 14", ready for installation/placement by the purchaser upon delivery of the vehicle.



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**3.34 PASSENGER ASSISTS**

- 3.34.1 Passenger assists shall be constructed of seamless stainless steel tubular stock having an outside diameter of between 1.25 inches and 1.50 inches and shall be provided as specified below on all vehicles. Assists shall be securely installed to prevent passengers from moving or twisting the assists when grasped.
- 3.34.2 Assists shall be securely installed as inclined hand rails 30 inches above the step treads on both sides of the passenger step well.
- 3.34.3 Passenger assists shall be provided as floor-to-ceiling vertical stanchions at the top of the steps at both sides of the step well and shall be fully padded above seat level operations.
- 3.34.4 Passenger assists shall be provided as over-head assists on both sides of and parallel to the center aisle for the full-length of the passenger compartment except where they will substantially interfere with wheelchair operation.
- 3.34.5 Passenger assists shall be provided as vertical stanchions, padded above seat level, elsewhere within the vehicle, including the driver's barrier.
- 3.34.6 All stanchions shall have rubber fittings at top and bottom where the tube inserts into the anchor to provide more stability and vibratory wear resistance.

**3.35 MODESTY PANELS**

- 3.35.1 Sturdy modesty panels constructed of padded material complementing the interior trim shall be provided ahead of the forward row of seats on both sides the aisle. A full height 3/8" LEXAN translucent barrier shall be provided behind the driver's seat and above the modesty panel. **Location of modesty panel installation must be approved by the Division of Public Transit.**

**3.36 EXTERIOR REFLECTIVE VINYL TAPE:**

- 3.36.1 The vehicle shall be stripped from front to back with exterior white reflective vinyl tape around the egress passenger windows, meeting DOT-C2 standards. (See the following link regarding DOT-C2 standards.)

<http://reflectivetape.info/what-is-dot-c2-reflective-truck-tape-required-specifications/>

- 3.36.2 The white reflective vinyl must circle the rear emergency door window.
- 3.36.3 Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals.

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**3.37 DUAL PURPOSE SAFETY VENT**

**3.37.1** Each vehicle shall be equipped with a five (5) way, 23" X 23" minimum dual purpose safety vent capable of being used as a multi-position roof ventilator and as an emergency exit/escape in compliance with FMVSS 217 and 302.

FMVSS 217: <https://www.law.cornell.edu/cfr/text/49/571.217>

**3.38 STORAGE COMPARTMENT**

**3.38.1** A storage compartment capable of accommodating jumper cables, seat belt cutter, and other items shall be provided in the front header above the driver. The compartment will be provided with a latching or other mechanism to hold it in the open position.

**3.38.2** Bottom hinged compartment doors will be provided with restraint straps to limit its movement to 90 degrees. **The Division of Public Transit must approve location and size.**

**3.38.3** A storage box, when no room is available, floor mounted to curbside of engine cover is allowed. **The Division of Public Transit must approve location and size.**

**3.38.4** Storage bins shall be provided in driver's door.

**3.39 INTERIOR DECALS:** To be supplied and installed unless noted otherwise.

**3.39.1** "No Smoking" at the front top of vehicle.

**3.39.2** "Seat Belt Usage Required" at the front top of the vehicle.

**3.39.3 EMERGENCY EQUIPMENT** – Agency will install.

**3.39.4** All emergency exits and windows to be noted with decal.

**3.39.5** "Clearance \_\_\_ feet \_\_\_ inches" above driver's visor. Specific figures on clearance will be determined by exact dimension of vehicle.

**3.39.6** "Emergency Dial 911" at the front top of the vehicle.

**3.39.7** Black lettering on yellow background "Watch Your Step" decals shall be affixed to entrance step risers.

**3.40 EXTERIOR DECALS:** To be supplied and installed.

**3.40.1** "Vehicle Stops at all Railroad Crossings" on the back of the vehicle.

**3.40.2** The International Wheelchair Accessibility Symbol on the back of the vehicle.

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**3.40.3** "Caution Frequent Stops" on the back of the vehicle.

**3.40.4** "CAUTION: STAND CLEAR FOR LIFT OPERATIONS" on lift door.

**3.41 EMERGENCY/SAFETY EQUIPMENT**

**3.41.1 First Aid Kit** - First-Aid Kit shall comply with 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. (See link below) 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.

[https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=9863](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9863)

**3.41.2** Kit shall be housed in a polypropylene or metal box which contains at least the following items:

- 3.41.2.1** Instant Cold Pack (1)
- 3.41.2.2** Certicaine or Burn Spray (1 oz.)
- 3.41.2.3** 1" x 3" Adhesive Bandages, twenty-five (25)
- 3.41.2.4** 3/4" x 3" Adhesive Bandages, ten (10)
- 3.41.2.5** Extra Large Adhesive Bandages, ten (10)
- 3.41.2.6** 3" x 3" Gauze Pads, ten (10)
- 3.41.2.7** Antiseptic Wipes, ten (10)
- 3.41.2.8** Alcohol Prep Pads, twenty (20)
- 3.41.2.9** Ammonia Inhalants, ten (10)
- 3.41.2.10** 2" x 6 yds. Gauze Bandage
- 3.41.2.11** 1/2" x 2.5 yds. Adhesive Tape
- 3.41.2.12** Burn Ointment (1/8 oz.), four (4)
- 3.41.2.13** Insect Sting Swabs, four (4)
- 3.41.2.14** PVP Iodine Swabs, four (4)
- 3.41.2.15** Tweezers, one (1)
- 3.41.2.16** Scissors, one (1)

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- 3.41.2.17 Safety Pins, five (5)
- 3.42.3 **Fire Extinguisher**– 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 accessible compartment with a hinged door or on a vehicular-type quick access bracket away from foot traffic.
- 3.42.4 **Reflectors** – Three (3) 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.
- 3.42.5 **Bloodborne Pathogen Protection Kit** - A ten (10) unit (minimum) kit housed in a polypropylene or metal box and containing at least the following items:
  - 3.42.5.1 Gown/Cap (1)
  - 3.42.5.2 Goggles (Eye Shield) (1)
  - 3.42.5.3 Mask (1)
  - 3.42.5.4 Three (3) Pairs of Protective, Disposable Gloves
  - 3.42.5.5 Scraper (1) plastic, scoop to pick up biohazard fluids.
  - 3.42.5.6 Crepe Towels two (2)
  - 3.42.5.7 Antiseptic Towelettes, four (4)
  - 3.42.5.8 Disinfectant Towelette, four (4)
  - 3.42.5.9 Mouth to Mouth Barrier, one (1)
  - 3.42.5.10 Scoop Bag, three (3)
  - 3.42.5.11 Infectious Liquid Control Powder (2 oz.)
  - 3.42.5.12 Red Bio-Hazard Bags with Ties, two (2)
- 3.42.6 **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.
- 3.42.7 **Mylar Blankets**: Two (2) folded, sealed and stored silver 80-85" x 50-70" Mylar disposable rescue blankets.
- 3.42.8 **Wool Blankets**: Two (2) wool blankets (62" X 80" each) shall be provided.
- 3.42.9 **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

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other motorists.

**3.42.10 Wheel Chocks:** Each vehicle will be equipped with one (1) set of wheel chocks with storage.

**3.42.11 Tire Traction Chains:** Each vehicle will be equipped with one (1) set of chains of the appropriate size. Chains will be secured in the vehicle at a location approved by the Division.

**3.42.12 Vehicle Jack & Lug Wrench:** Each vehicle will be equipped with one (1) jack and lug wrench of the appropriate size. Jack and lug wrench will be secured in the vehicle at a location approved by the Division.

**3.42.13 Jumper Cables:** Each vehicle will be equipped with jumper cables of stranded copper, 4-6 gauge, and seven (7) feet minimum length. Jumper cables will be secured in the storage compartment of the vehicle.

**3.43 UNSPECIFIED ACCESSORIES & FEATURES**

**3.43.1** All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to confirm to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included. Vehicles must have all equipment found on the manufacturer's base model plus other equipment requirements, packages, items, etc. needed to meet the specifications.

**3.44 TRAINING**

**3.44.1** The Vendor shall, at its own expense conduct two (2) one day training sessions at two different locations between the hours of 8:00 a.m. to 5:00 p.m. Dates will be mutually agreed upon, with the option of additional training days, if necessary. The Division will arrange a venue and registration. The vendor will provide one or more qualified instructor(s) and materials. Instructors shall conduct schooling sessions which shall be designated to instruct the Recipient Agency's in-house driver training staff in proper and safe on-road operation of the vehicle, in operating characteristics and limitations of the vehicle, and identification and proper operation of all driver's controls. Instructors shall also conduct training sessions for maintenance instructors and qualified mechanics to give thorough and proper training in the maintenance and repair of all operating systems of the vehicle including: (1) power train, (2) electrical system, (3) heating, ventilation and air conditioning system, (4) braking and air system, and (5) wheelchair lift and securement systems. The Vendor shall also provide visual and other teaching aids for use by each Recipient Agency's own staff.

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**4.0 VEHICLE CLASSES – Requirements specific to each vehicle class.**

**4.0.1 Class A: Vehicle** – A vehicle having at least 12 fixed forward facing mid high back seats plus two (2) wheel chair positions, meeting all requirements of Section 3 of this RFQ. The Division of Public Transit shall approve the proposed seating configuration. The vehicles furnished per these specifications shall be of the following dimensions:

WHEELBASE	158" Minimum
REAR AXLE	Dual Rear Wheel
GVWR	14,500 Maximum
TIRE	225/75/R16 Minimum
LOAD RATING	E
WIDTH (MAXIMUM)	96"
OVERALL LENGTH	275" Maximum
OVERALL HEIGHT (MAXIMUM)	120"
TURNING RADIUS (MAXIMUM)	32'
SEAT/WHEELCHAIR CAPACITY	12+2 WC Passengers
PASSENGER HEAT	2 x 35,000 BTU with Circulating Pump
PASSENGER A/C	82,000 BTU Separate from the Dash
ENGINE TYPE	Gas
ENGINE CAPACITY	6.8 L Minimum
SPARE TIRE	Loose
BATTERY	Dual
FAST IDLE	Yes
CURBSIDE EMERGENCY WINDOWS	1 Minimum
STREETSIDE EMERGENCY WINDOWS	2 Minimum

**4.0.1.1 Class A Vehicle:** Vehicles in Class A shall meet the mandatory requirements listed in Section 3 that include the: **Vehicle Vinyl Scheme: Vinyl Logo/Striping Schemes on All Vehicles.** The agency's name, phone number and WV Transit Assistance Program Logo and Striping shall be applied to both sides of the vehicle by the Vendor at the factory as defined in Section 3.20. Examples of the logo and stripes have been provided in Exhibit B.

Logo, striping schemes and colors will be furnished to the successful Vendor by the Division of Public Transit. Successful vendor to work directly with the Division of Public Transit regarding what names, phone numbers, logo and stripes, etc. to be applied.

**4.0.2 Class B Vehicle: (Security Camera System):** Vehicles identified as Class B vehicles shall meet the mandatory requirements listed in Section 3 and the mandatory requirements of Class A with the addition that Class B vehicles shall include a security camera system as described:

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**4.0.2.1 Security Camera System –**

- 4.0.2.1.1** Each Vehicle shall be equipped with Pro-Vision HD Recording System Model DVR-808, or equal. Including six (6) cameras. Or equal, having the following characteristics:
- 4.0.2.1.2** Solid State Design
- 4.0.2.1.3** 1080p True HD Video Quality
- 4.0.2.1.4** System shall be capable of recording sixteen (16) cameras simultaneously at the maximum quality and frame rate.
- 4.0.2.1.5** The system must include at least one SDXC Card with a capacity of no less than 128GB.
- 4.0.2.1.6** The system must have a removable 2.5" drive tray to support an optional 500GB, 1TB or 2TB Solid State Drive space for expanded recording capacity.
- 4.0.2.1.7** The system must at minimum provide video coverage for person entering the door, the driver, front row passengers and all the way to the rear seating area with the use of one camera.
- 4.0.2.1.8** The system must have the ability to use a single wide angle interior camera to provide coverage of the driver, the seat area of the bus, and of persons standing outside the entry door on the passenger side.
- 4.0.2.1.9** The system must have the ability to use wide angle exterior cameras to provide coverage from headlight to taillight on each side of the vehicle with a single camera per side.
- 4.0.2.1.10** The system must include a lockable enclosure constructed of no less than 18 gauge steel to prevent access to the storage device, power, camera connection, and all mounting screws.
- 4.0.2.1.11** The system must have the ability to download video manually by removing the storage device, manually through WI-FI, or automatically through Wi-Fi.
- 4.0.2.1.12** The system must be capable of complete setup and aiming of cameras with a web based interface.
- 4.0.2.1.13** All software, cables and necessary equipment needed to install the system and operate it must be included.

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**5.0 ADDITIONAL REQUIREMENTS APPLICABLE TO ALL VEHICLES**

**5.0.1 Summary of Items to Be Provided Upon Delivery**

By the time of delivery, the following items shall be furnished by the successful Vendor for each vehicle:

- 5.0.1.1** All warranty verification vouchers, certificates or coupons.
- 5.0.1.2** Current model year of the following manuals to each Agency per model year.  
  
Wiring schematics of auxiliary circuits and all other necessary prints for the maintenance of the vehicle and Operations manual Chassis and Body.
- 5.0.1.3** Completely filled fuel tank or tanks.
- 5.0.1.4** Protection to 20° F below zero with permanent type antifreeze.
- 5.0.1.5** A vehicle(s) free of dealer signs and emblems.
- 5.0.1.6** Assurance of compliance with manufacturer's pre-delivery service, lubed, serviced and ready for immediate service.
- 5.0.1.7** A vehicle(s) which is clean, (If delivery of the vehicle occurs during the winter months of October through March, the vehicle shall be washed directly prior to delivery at Kanawha Valley Regional Transportation Authority to ensure that the vehicle is free of dirt and salt deposits)
- 5.0.1.8** Operation, maintenance and warranty information for any add on equipment will be provided upon delivery if available to the Vendor. Such as: lift, wheelchair securement system, occupant restraint system and security camera system.
- 5.0.1.9** Original vehicle chassis manufacturer's factory sticker itemizing equipment on the vehicle.
- 5.0.1.10** A certified weight slip showing front and drive axle weights for the vehicle at its curb weight.
- 5.0.1.11** Proof of Alignment.
- 5.0.1.12** Vehicle shall comply with and conform to the State of West Virginia Motor Vehicle Inspection Law and shall have the current inspection sticker attached to the windshield.
- 5.0.1.13** Proof of rustproofing/undercoating warranty.



## 5.1 TITLE

- 5.1.1** Adequate documents for securing the vehicle in the name of the Agency shall be provided to the Division of Public Transit at least 10 working days prior to the delivery of each vehicle. **The Division of Public Transit will supply with each release order the Agency names(s) for titling documents.** The Vendor warrants that the title shall pass to the Division of Public Transit/Agency free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims and demands of any character.
- 5.1.2** According to WV State Code §5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$10 per calendar day for failure to provide the titling documentation at the time of vehicle delivery. This clause shall in no way be considered exclusive and shall not limit the State or agency's right to pursue any other additional remedy to which the State or agency may have legal cause for action including further damages against the vendor.
- 5.1.3** All documentation (Certificate of Origin, Delivery/Odometer Statement, Etc.) in original form must be mailed or hand carried to:
- 5.1.4** WV Division of Public Transit  
1900 Kanawha Blvd., East  
Building 5, Room 650  
Charleston, WV 25305

## 6.0 QUALITY ASSURANCE

### 6.0.1 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.

#### 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.

#### 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,

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and acceptance/rejection of materials and manufactured articles in the production of the vehicles.

**6.0.2 QUALITY ASSURANCE ORGANIZATION FUNCTIONS**

The quality assurance organization shall include the following minimum functions.

**Work Instructions**

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

**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.

**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.

**6.0.3 STANDARDS AND FACILITIES**

**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.

**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.

**Production Tooling as Media of Inspection**

When production jigs, fixtures, tooling master 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.

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**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.

**6.0.4 CONTROL OF PURCHASES**

The Vendor shall maintain quality control of purchases.

**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.

**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.

**6.1 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.

**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.

**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.

**Statistical Techniques**

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

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**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.

**6.1.1 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.

**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 integrity; electrical; hydraulic; through floor securements; OEM defects; coverage of the undercoating; 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.

The manufacturer shall provide on its premises a suitable hoist for a complete inspection of the underside of the vehicle. **A pit is not acceptable.**

**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.

**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.

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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.

**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.

**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.

**6.1.2 SERVICE AND PARTS**

The Vendor shall state on **Bid Form #1** the representative(s) responsible for assisting the Recipient Agencies, as well as, the location of the nearest distribution center(s) which shall furnish a complete supply of parts and components for the repairs and maintenance of the vehicles to be supplied.

**6.1.3 Materials and Workmanship**

- 6.1.3.1** Vendor shall incorporate in the proposed vehicle(s) the latest technological achievements consistent to achieving maximum service life and superior attractiveness of appearance.
- 6.1.3.2** Vehicle(s) shall be delivered in new, first-class condition, complete and ready for operation on the street and the Vendor shall assume all responsibility and liability incident to said delivery.

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- 6.1.3.3 All materials used in the construction of vehicle(s) and in all its parts and accessories shall conform to A.S.T.M., S.A.E., or similar associations published standards, and be of top quality.
- 6.1.3.4 The vehicle(s) shall be built with suitable and easily accessible compartments provided for all apparatus, sound deadening insulation, wherever needed, and all operating devices so mounted as to reduce and keep all noise and vibration to an absolute minimum.
- 6.1.3.5 Vendor shall assume responsibility for all material and accessories used in vehicle(s) and their proper installation and their warranty, whether the same is manufactured by the Vendor or purchased ready-made from a source outside the Vendor's company.

**6.1.4 Spare Parts** –The Vendor shall guarantee the availability of replacement parts for these vehicles for at least a seven (7) year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provision of this contract.

**6.1.5 Engineers** – The Vendor shall, at its own expense, have a competent engineering representative(s) available on request to assist the Recipient Agencies staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period.

**6.1.6 Documents** – The Vendor shall keep maintenance manuals available for a period of ten (10) years after the date of acceptance of the vehicles procured under this contract. The Vendor shall also keep parts books up-to-date for a period of ten (10) years. The supplied maintenance and operators' manuals shall incorporate all equipment ordered on the vehicles covered by this procurement.

**6.1.7 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.

**6.1.7.1 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:

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**6.1.7.2 Complete Vehicle**

The vehicle is warranted and guaranteed to be free from defects and related defects for 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 Agencies locales.

**6.1.7.3 Warranty of Basic Vehicle Structure**

The Vendor shall warranty the frame and suspension members for 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 Agencies voids the warranty as outlined in this Section. If the frame or suspension fails or shows indication of imminent failure, the Recipient Agencies will immediately notify the Vendor of said defect. Within ten (10) calendar days the Vendor will inform the Recipient Agencies 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 Agencies 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 Agencies until the defect is completely repaired.

**6.1.7.4 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 vehicle 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.

**6.1.7.5 Subsystems and Components –**

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

ENGINE: Three (3) years or 36,000 miles, whichever comes first.

TRANSMISSION: Three (3) years or 36,000 miles, whichever comes first.

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DRIVE AXLE: Three (3) years or 36,000 miles, whichever comes first.

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

BASIC BODY STRUCTURE INTEGRITY: Three (3) years or 36,000 miles, whichever comes first.

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

WHEELCHAIR LIFT SYSTEM: Two (2) years.

ALL ADD ON COMPONENTS: Two (2) years, unlimited miles.

**6.2 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 Agencies fails to conduct normal inspections and scheduled preventative maintenance procedures as recommended in the Vendor's maintenance manuals.

**6.3 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 Agencies such as radios, fare boxes 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.

**6.4 DETECTION OF DEFECTS**

If the Recipient Agency detects a defect within the warranty periods defined in Section 6.6 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 Agencies 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 affect the repairs defined in Section 6.7 of this Part shall commence within ten (10) working days after receipt of notification by the Vendor.

**6.5 SCOPE OF WARRANTY REPAIRS**

When warranty repairs are required, the Recipient Agencies and the Vendor's representative shall agree within five (5) days after notification on the most



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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 Agencies reserves the right to commence the repairs in accordance with Section 6.7.3.

**6.6 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.

**6.7 REPAIR PROCEDURES**

**6.7.1 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 Agencies capabilities. All warranty work done by Recipient Agencies personnel will be reimbursed by the Vendor.

**6.7.2 Repairs by Vendor**

If the Recipient Agencies 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 Agencies. The Recipient Agencies 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 Agencies option, the Vendor may be required to complete repairs. At the Recipient Agencies option, the Vendor may be required to remove the vehicle from Recipient Agency's property while repairs are being effected. If the vehicle is removed from Recipient Agency's property, repair procedures must be diligently pursued by the Vendor's representative.

**6.7.3 Repairs by Recipient Agencies**

**6.7.3.1 Parts Used**

If the Recipient Agency 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 to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these reports.

**6.7.3.2 Vendor Supplied Parts**

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

**6.7.3.3 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.

**6.7.3.4 Reimbursement for Labor**

The Recipient Agencies 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 Agencies service garage at the time the defect correction is made.

**6.7.3.5 Reimbursement for Parts**

The Recipient Agencies 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.

**6.8 WARRANTY AFTER REPLACEMENT/REPAIRS**

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If any component, unit, or subsystem is rebuilt or replaced by the Vendor or by the Recipient Agencies personnel, with the concurrence of the Vendor, the subsystem shall have the unexpired warranty period of the original subsystem.

**7. CONTRACT AWARD**

**7.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all 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 Pages.

**7.2** The Federal Transit Administration's "Third Party Contracting Circular" (4220.1F), requires grantees (the DPT) to conduct procurements in a manner that prohibits the use of statutorily or administratively imposed In-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

Therefore, the In-State vendor preference per West Virginia Code 5A-3-37 shall not apply to this procurement since it is partially or entirely funded with Federal Transit Administration funds.

**8. PRICING PAGE**

**8.1** Vendor shall complete Exhibit A Pricing Page by listing the unit price for each vehicle Class, multiplying the unit price by the estimated quantity to arrive at a total. All prices quoted are to be in whole dollars and include delivery charges.

**8.2** Exhibit A Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

**8.3** Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Michelle.L.Childers@wv.gov](mailto:Michelle.L.Childers@wv.gov)

**8.4** Additional agencies, as noted, could purchase from any awarded contract resulting from this bid. Specified deliverables would be as originally advertised, competed, evaluated and awarded.

**9. BID REQUIREMENTS**

**9.1** All bids must remain in effect for the life of the contract except if vehicle chassis manufacturer issues a model year chassis price increase. A request for a model year chassis price increase is the only price increase that will be considered.

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- 9.2** To request a new model year chassis price increase, the request shall be submitted to the Division of Public Transit. Documentation from the actual chassis manufacturer of the chassis price increase is required to be included in the request or the price increase will not be considered.

**10. VENDOR QUALIFICATIONS**

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

- 10.1** Has in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under the contract.
- 10.2** Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.
- 10.3** Has similar vehicles in operation in comparable service for a minimum of one (1) year. The Vendor may be required to furnish a customer list indicating the number of units and dates in service during or equal period or during the bid evaluation period in addition to the requirements under Section 11.1.8 of these specifications.
- 10.4** In lieu of this requirement, certified results of a shaker test may be requested by the Division of Public Transit during the or equal period to prove the proposed vehicles to be capable of operating the service contemplated for these vehicles.
- 10.5** Has the necessary facilities and financial resources to complete the contract in a satisfactory manner within a required time. The Division of Public Transit shall have the right to conduct a pre-award survey of each Vendor.
- 10.6** Has complete and accurate maintenance, parts and operators' manuals.

**11. MISCELLANEOUS ITEMS TO BE SUPPLIED WITH BID**

**11.1 Pre-Award Review** – The Vendor shall submit the following items and any further items requested.

- 11.1.1** Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and/or number. Equipment to be described shall include the wheelchair lift, air conditioner and wheelchair securement system, if these items are specified herein.

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- 11.1.2 Proposed interior floor plans, showing detailed dimensions including the location of the wheelchair securement system and stanchions if specified.
- 11.1.3 Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.
- 11.1.4 Description of the warranties the Vendor proposes to furnish for the vehicle and for required ancillary equipment, including a listing of sites where warranty work will be performed.
- 11.1.5 The location of the nearest depot which will furnish a complete supply of parts and components for the repair and maintenance of the vehicle to be supplied.
- 11.1.6 Description of the undercoating/rustproofing system, including warranty to be provided.
- 11.1.7 Identification of the specific location of the place of assembly in the case of a vehicle or the place of a conversion in the case of a converted vehicle. If the location changes, the Vendor must notify the Division of Public Transit, in which case the Division of Public Transit reserves the right to perform an inspection similar to the pre-award inspection identified. If the results of the inspection are unsatisfactory, the Division of Public Transit may begin the contract termination process through the WV State Purchasing Division.
- 11.1.8 A list of five (5) users names, addresses, and telephone numbers who have been provided similar equipment by the Vendor. If the Vendor has not provided similar equipment, the Division of Public Transit reserves the right to determine the acceptability of the equipment proposed by the Vendor.

**12. FEDERAL TRANSIT ADMINISTRATION (FTA)  
TERMS, CONDITIONS AND CERTIFICATIONS:**

Current FTA Terms and Conditions are included in this bid and must be met. Certifications for Vehicle Purchases, including Federal Motor Vehicle Safety Standards, Debarred Bidders, Disadvantaged Business Enterprise Manufacturers, Buy America Rolling Stock, Byrd Anti-Lobbying and Vehicle Testing certifications are provided on Bid Form Pages #1 - #10. **All bid forms provided shall be properly completed and furnished by the Vendor as part of the bid. Failure to submit any of these forms shall disqualify the bid.**

**12.1 No Government Obligation to Third Parties**

The Division of Public Transit and the Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express

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written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to DPT, the Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified except to identify the subcontractor who will be subject to its provisions.

**12.2 Program Fraud and False or Fraudulent Statements and Related Acts**

The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended 31 U.S.C. §§ 3801 *et seq.* and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**12.3 Access to Records**

The Vendor agrees to permit DPT, the Secretary of the US DOT and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls and other data and records with regard to the Contract. The Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

**12.4 Federal Regulation Changes**

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Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (FTA MA (24) dated October 1, 2017) <http://www.fta.dot.gov> between the WV Department of Transportation, Division of Public Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Vendor's failure to so comply shall constitute a material breach of this contract.

**12.5 Civil Rights Requirements**

In connection with the execution of this contract, the following requirements will apply:

**12.5.1 Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, *et seq.*, Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et seq.*, and Federal transit law at 49 U.S.C. § 5332, as amended, the Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age or disability. In addition, the Vendor agrees to comply with any other applicable Federal statutes that may be signed into law or regulations that may be promulgated.

**12.5.2 Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:

**12.5.2.1 Race, Color, Religion, National Origin, Sex, Disability, Age, Sexual Orientation, Gender Identity or Status as a Parent.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order Number 11246, "Equal Employment Opportunity", as amended by Executive Order Number 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, national origin, sex, disability, age, sexual orientation, gender identity or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion

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or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

**12.5.3** The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**12.6 Incorporation of FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any DPT requests which would cause DPT to be in violation of the FTA terms and conditions.

**12.7 Energy Conservation Requirements**

The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

**12.8 Debarment and Suspension**

This contract will comply with the requirements of 2 CFR Part 180, subpart C as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200. Vendor is required to submit **Bid Forms #6 & #7** with bid.

The Division will not enter into any arrangement to participate in the development or implementation of a contract with any Vendor that is debarred or suspended except as authorized by Executive Orders No. 12549, "Uniform Suspension, Debarment or Exclusion of Participant from Procurement or Non-procurement Activity," October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989, 31 U.S.C. § 6101 note, and other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Vendors.

The Division will review the U.S. GSA "System for Award Management – Lists of parties Excluded from Federal Procurement and Non-Procurement Program," <https://www.sam.gov>,



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As required by U.S. DOT regulations, 2 CFR Part 1200. If the Vendor's name is on the list, the Division cannot enter into a contract with a Vendor on the debarred list.

Should an approved Vendor have subcontracts, it is required to include similar provisions in each subcontract and review the SAM at <https://www.sam.gov>, to determine that the subcontractor is not on the debarred or suspended list.

**12.9 Buy America Certification** – Vendor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include, microcomputer equipment, software, and small purchases (currently not more than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 65 percent domestic content.

**12.9.1.** A bidder must submit to the Division the appropriate Buy America certification on **Bid Form #4** with all bids on FTA-funded contracts, except those subject to a general waiver. **Per FTA requirements, bids that are not accompanied by a completed Buy America certification must be rejected as non-responsive.** This requirement does not apply to lower tier subcontractors.

**12.9.2. Should the Vendor be declared responsive and low bid, pursuant to Pre-Award and Post Delivery Audit Requirements, the Division will require the Vendor to submit documentation (prior to any award) that lists:**

**12.9.2.1** Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;

**12.9.2.2** The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

**12.9.2.3** The Vendor shall submit one manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification sticker providing information that the vehicle quoted complies with relevant FMVSS, or Manufacturer's certified statement that the contracted vehicles will not be subject to FMVSS regulations.

**12.9.2.4** Vendor shall submit evidence that it will be capable of meeting the bid specifications.

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**12.9.3** As required by the Post Delivery Audit Requirement, any successful vendor will be required to furnish the following prior to any completed vehicle being placed into service or before any payment can be made:

**12.9.3.1** Actual component and sub-component parts of the rolling stock provided, identified by manufacturer of the parts, their country of origin and costs; and

**12.9.3.2** Actual location of the final assembly point for the rolling stock provided, including a description of the activities that took place at the final assembly point and the actual cost of final assembly.

**12.10** **Byrd Anti-Lobbying Amendment**

Every Vendor who applies or bids for an award of \$100,000 or more shall file the certification of **Bid Form #9** required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of the registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the Division.

**12.11** **Environmental Regulations**

The Vendor agrees it will not use any violating facilities, will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities," will report violations of use of prohibited facilities to the Division who will in turn report each violation to FTA and the appropriate EPA Regional Office and will comply with the inspection and other requirements issued pursuant to the Environmental Protection Agency (EPA regulations (40 CFR, Part 15), which prohibits the use under nonexempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

**12.12** **Clean Air & Clean Water**

The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401 – 7671q and the Federal Water Pollution Control Act, U.S.C. 33 §§ 1251 – 1388, as amended.

The Vendor agrees to report each violation to the Division and understands and agrees that the Division will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

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The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance by FTA.

**12.13 Air Pollution and Fuel Economy**

Vendor is to ensure compliance with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Emissions from New and In-Use Vehicles," 40 CFR Part 86; and EPA regulations, "Fuel Economy and Greenhouse Gas Exhaust Emissions of Motor Vehicles" 40 CFR Part 600.

**12.14 Contract Work Hours and Safety Standards Act**

The Vendor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701 *et seq.*, esp. § 3702) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR § 1926) as they involve the employment of mechanics and laborers.

**12.14.1 Overtime Requirements** – No Vendor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweeks.

**12.14.2 Violation - Liability for Unpaid Wages; Liquidated Damages** – In the event of any violation of the clause set forth in above paragraph of this section, the Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in above paragraph of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in above paragraph of this section.

**12.14.3 Withholding for Unpaid Wages and Liquidated Damages** – The Division shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act,

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which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 12.4.2 of this section.

**12.14.4 Subcontracts** – The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**12.14.5 Payrolls and Basic Records** – Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of the training programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**12.15 Disadvantaged Business Enterprise (DBE)**

**12.15.1** All U.S. Department of Transportation, Federal Transit Administration (FTA) assisted contracts between FTA, the Division of Public Transit,  
and any Vendor shall include the following language:

**12.15.2 Policy** – It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26

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that DBEs shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the agreement.

- 12.15.3 DBE Obligation** – The recipient or its Vendor agrees to ensure that DBEs as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the agreement. In this regard, all recipients or Vendors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their Vendors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation-assisted contracts.
- 12.15.4** The manufacturer of transit vehicles shall certify that it has complied with the requirements of 49 CFR Part 26 (March 4, 1999), Section 26.49, and “Transit Vehicle Manufacturers”. This certification shall be submitted with responses to this solicitation on **Bid Form #3**.
- 12.15.5** The Vendor shall make good faith efforts to replace a DBE subcontractor that is unable to perform, with another DBE subcontractor.
- 12.15.6** Where the Vendor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, the Division of Public Transit may declare the Vendor noncompliant and in breach of contract.
- 12.15.7** The Vendor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the Division of Public Transit DBE Program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the Division of Public Transit and will be submitted to the Division of Public Transit upon request.
- 12.15.8** The awarded Vendor agrees to include the following assurance in every subcontract it signs relevant to this contract: The Vendor and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted sub-agreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26.

The Vendor and each third party subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted sub-agreements, third party contracts and third party subcontracts, as applicable.

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Failure by the Vendor and any of its third party contracts or third party subcontractors to carry out the requirements of this subparagraph 13.d (4) (b) is a material breach of this contract, and

The following remedies, or such other remedy as the Division of Public Transit deems appropriate, include, but are not limited to, withholding payments; assessing sanctions; liquidated damages; and/or disqualifying the Vendor from future bidding as non-responsible.

**12.16 Accessibility**

Vendor agrees that any vehicles provided shall be in accordance with the 42 U.S.C. Sections 12101 *et seq.*, and US DOT regulations, "Transportation Services for Individuals with Disabilities Act (ADA)," 49 CFR Part 37; and Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

**12.17 Vehicle Testing**

The Vendor agrees to comply with 49 U.S.C. § 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 12.17.1** A manufacturer of a new vehicle model or a vehicle model produced with a major change in components or configuration shall provide a copy of the final test report to the Division of Public Transit at a point in the procurement process specified by the Division of Public Transit which will be prior to the Division's final acceptance of the first vehicle reflecting a passing score.
- 12.17.2** A manufacturer who releases a report under above paragraph shall provide notice to the operator of the testing facility that the report is available to the public.
- 12.17.3** If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Division prior to the Division's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 12.17.4** If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that

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vehicle's configuration and major components.

**12.17.5** Any bidder must submit to the Division FTA's Vehicle Testing Requirements Certification on **Bid Form #10**. Bids that are not accompanied by a completed certification must be rejected as non-responsive. **A copy of the vehicle testing report should be included with the bid if available.** This requirement does not apply to lower tier subcontractors.

**12.18 Bid Protest Procedures**

Vendors have the option of protesting certain decisions made by the Purchasing Division. Please refer to the following link for Vendor Protest Procedures under Section 12.18.

<http://www.state.wv.us/admin/purchase/vrc/VPG/default.html>

**12.19 Appeals to the Federal Transit Administration (FTA)**

Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

**12.19.1 Requirements for the Protester** – The protester must:

**12.19.1.1 Qualify as an "Interested Party"** – Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.

- i) Subcontractors – A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
- ii) Consortia//Joint Ventures/Partnerships/Teams – An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

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- iii) Associations or Organizations – An association or organization that does not perform contracts does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.

**12.19.1.2 Exhaust Administrative Remedies** – The protester must exhaust its administrative remedies by pursuing the WV Purchasing Division protest procedures to completion before appealing their decision to FTA.

**12.19.1.3 Appeal Within Five (5) Days** – The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA, 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the WV Purchasing Division’s final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the DPT’s failure to have or failure to comply with the WV Purchasing Division’s protest procedures or failure to review the protest.

**12.20 Extent of FTA Review** - FTA limits its reviews of protests to:

- 12.20.1** Failure of DPT to have or adhere to WV Purchasing Division written bid protest procedures, or failure of DPT to review a complaint or protest.
- 12.20.2** Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.
- 12.20.3** Alleged violations of a specific Federal Law or regulation that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal Law or regulation. See, e.g., Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 26.89.

FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA’s overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

**12.21 FTA Determination to Decline Protest Reviews**

FTA’s determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with WV Purchasing Division’s decision or that FTA



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has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

**12.22 Prohibited Interest**

No employee, officer, board member, agent or their family members of the Division of Public Transit may participate in the selection, award or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Vendor selected for the contract.

**12.23 Hold Harmless**

The Vendor agrees to protect, defend, indemnify and hold the State of West Virginia, the Division, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**13. ORDERING AND PAYMENT TO VENDOR**

**13.1 ORDERING:**

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

**13.2 PAYMENT:**

**13.2.1** When submitting invoices for payment to the Division of Public Transit, the Vendor shall be required to provide an original typed invoice. The following items shall appear on the invoice:

- 1) Vendor's Federal Employee Identification Number (FEIN)
- 2) Order number

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3) Invoice should reflect the base vehicle cost and any applicable options with unit cost. **NOTE: Two invoices shall be submitted for each vehicle, one for 90% and one for 10%.**

4) Submit all invoices to:  
Division of Public Transit  
Building 5, Room 650  
1900 Kanawha Blvd., East  
Charleston, West Virginia 25305

**13.2.2** Payment of 90% of the total cost shall be paid upon conditional acceptance of the vehicle(s).

**13.2.3** Conditional acceptance of the vehicle(s) by the Division of Public Transit shall be made upon completion of inspection by the Division of Public Transit under Section 16 of this RFQ.

**13.2.4** Under the conditional acceptance of the vehicle(s) provided, the Division of Public Transit shall retain 10% of the total cost per vehicle until all vehicles provided have been in actual service for thirty (30) days.

**13.2.5** In the event any vehicle is found to be unacceptable during the thirty (30) day period of conditional acceptance, the Division of Public Transit shall furnish to the Vendor, in writing, a letter of non- acceptance detailing any and all deficiencies.

**13.2.6** Final acceptance on each vehicle shall be made by the Division of Public Transit in writing upon completion of the period of conditional acceptance and/or after any and all deficiencies have been corrected.

**13.2.7** Final acceptance shall be made on each individual vehicle provided. (Some vehicles may be accepted, while acceptance of others remains pending.)

**13.2.8** Final acceptance of each vehicle shall be provided in writing by the Director of the Division of Public Transit or his/her authorized representative.

**13.2.9** All warranties as described in this contract shall begin with the first day after the date of final acceptance of each vehicle. **Vendor shall furnish Notification of Delayed Delivery Date of In-Transit Mileage Accumulation Forms for completion by the Division of Public Transit upon acceptance of the vehicle.**

**13.2.10** Prompt Payment – The prime Vendor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime Vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each sub-contractor within fifteen (15) days after the sub-contractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause

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following written approval from the Division of Public Transit. This clause applies to both DBE and non-DBE sub-contractors.

#### **14. PRE-DELIVERY ACCEPTANCE TESTS**

##### **14.1 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.

##### **14.2 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 Section 3: 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.

##### **14.3 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.

##### **14.4 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

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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 retested 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.

**14.5 Final Pre-Delivery Inspection:**

Prior to delivery, all vehicles must be thoroughly inspected and serviced in compliance with the manufacturer's prescribed procedures which includes but is not limited to:

- 14.5.1 Complete vehicle lubrication;
- 14.5.2 Confirm oil level, fill crank case as needed, top off all fluids;
- 14.5.3 Adjust engine to proper operating condition;
- 14.5.4 Verify tire pressure and correct as necessary;
- 14.5.5 Check front end alignment or four wheel alignment, perform alignment, and balance all tires;
- 14.5.6 Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags, etc.;
- 14.5.7 Upon delivery, the vehicles fuel tanks shall be full of fuel;
- 14.5.8 Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered;
- 14.5.9 No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected;
- 14.5.10 Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.

**15. DELIVERY AND RETURN:**

- 15.1 **Delivery Time and Location:** Vendors shall specify approximate delivery dates when submitting bids. Delivery of the vehicle shall be completed within 150 days after receipt

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of executed contract documents. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

- 15.2 Late Delivery:** The Division must be notified in writing if delivery is delayed for any reason. The request for extension must be received by the Division of Public Transit no less than ten (10) days prior to the originally planned vehicle delivery date and must include detailed justification for the length of the time extension. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

Delivery shall be FOB destination to:

Kanawha Valley Regional Transit Authority (KRT)  
1550 4<sup>th</sup> Avenue,  
Charleston, WV 25324

Vendor must contact KRT 24 hours before delivery at 304-343-7594. Delivery will be accepted Monday through Friday, between 9 a.m. and 2 p.m. exclusive of State holidays. Any delay in delivery resulting from the common carrier's operations, accidents, or mechanical failures in route shall be construed as a cause beyond the Vendor's control. However, the Vendor shall have the responsibility of releasing the vehicle to the common carrier in time to reach the delivery site under normal delivery conditions.

- 15.3** In case the delivery of the complete vehicle shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstances beyond the control of the Vendor, as detailed in writing by the Vendor, the term of completion of delivery shall be extended by a number of days to be determined in each instance by mutual agreement of the Division of Public Transit and Vendor.
- 15.4** If the vehicle is delivered over-the-road, a written report shall be submitted by the driver to the Division of Public Transit listing all incidents and unusual vehicle performance during the trip.
- Should any service or repair be required during delivery, a comprehensive report shall be submitted to the Executive Director of the Division of Public Transit describing the nature of the service or repair and the cause.
- 15.5** Prior to acceptance, the Vendor shall have total risk of loss of the vehicle, including any damage sustained during the Vendor's driveway operation. Drivers shall keep a maintenance log enroute and it shall be delivered to the Division of Public Transit with the vehicle.

## **16. POST-DELIVERY ACCEPTANCE TESTS**

- 16.1** The Division of Public Transit shall within fifteen (15) calendar days of **notice from Vendor that vehicle is ready to be inspected for conditional acceptance**, proceed with its inspection of vehicle for conditional acceptance. The Division of Public Transit

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will conduct acceptance tests on each delivered vehicle. 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. 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.

- 16.2** 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.

**17. Conditional Acceptance of Vehicle's**

- 17.1** The vehicle shall undergo the Division of Public Transit's acceptance test. If the vehicle passes these tests, conditional acceptance of the vehicle by the Division of Public Transit occurs on the fifteenth day after delivery. Acceptance may occur earlier if the Division of Public Transit notifies the Vendor of early acceptance. If the vehicle fails these tests, it shall not be accepted until the repairs have been made.

**17.1.1 Repairs After Non-Acceptance**

The Division of Public Transit may require the Vendor, or its designated representative, to perform the repairs after non-acceptance or the work may be done by the Transit Authority or Recipient Agency's personnel with reimbursement by the Vendor.

**17.1.2 Repairs by Vendor**

If the Transit Authority or Recipient Agency requires the Vendor to perform repairs after non-acceptance of the vehicle, Vendor's representative must begin work within five (5) working days after receiving notifications from the Division of Public Transit or Transit Authority of failure of acceptance tests. The Transit Authority or Recipient Agency shall make the vehicle available to complete repairs timely with the Vendor's repair schedule.

The Vendor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At the Transit Authority or Recipient Agency's option, the Vendor may be required to remove the vehicle from their property. The repair procedure must be diligently pursued by the Vendor's representatives and the Vendor shall assume risk of loss while the vehicle is under its control.

**17.1.3 Repairs by Transit Authority or Recipient Agency**

- 17.1.3.1 Parts Used.** If the Transit Authority or Recipient Agency decides to perform the repairs after non-acceptance of the vehicle, it shall correct or repair the defect and any related defects using Vendor specified parts available from its own

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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 procedure shall be submitted by the Transit Authority or Recipient Agency to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these reports.

- 17.1.3.2** Vendor Supplied Parts. If the Vendor supplies parts for repairs being performed by the Transit Authority or Recipient Agency, after non-acceptance of the vehicle, these parts shall be shipped prepaid to the Transit Authority or Recipient Agency from any source selected by the Vendor within ten (10) working days after receipt of the request for said parts, provided said parts are available for shipment.
- 17.1.3.3** Return of Defective Components. The Vendor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor.
- 17.1.3.4** Reimbursement for Labor. The Transit Authority or Recipient Agency shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of actual "man-hours" straight wage rate plus 53 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary. These wage and fringe benefit rates shall not exceed the rates in effect at the Transit Authority or Recipients Agency's service garage at the time the defect correction is made.
- 17.1.3.5** Reimbursement for Parts. The Transit Authority or Recipient Agency shall be reimbursed by the Vendor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and ten (10) percent handling cost.
- 17.1.4** Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's designated location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

**18. VENDOR DEFAULT:**

- 18.1** The Following shall be considered a vendor default under this Contract.
- 18.1.1** Failure to provide Contract Items in accordance with the requirements c obtained herein.

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- 18.1.2 Failure to comply with other specifications and requirements contained herein.
- 18.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 18.1.4 Failure to remedy deficient performance upon request.
- 18.1.5 The Following remedies shall be available to Agency upon default.
- 18.1.6 Immediate cancellation of the Contract.
- 18.1.7 Immediate cancellation of one or more release orders issued under this Contract.
- 18.1.8 Any other remedies available in law or equity.

19. **MISCELLANEOUS:**

- 19.1 **No Substitutions:** Vendor shall supply only Vehicles as submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 19.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 19.3 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** C. Chad Seals

**Telephone Number:** 1-800-533-1006 Ext. 352

**Fax Number:** 1-434-821-4456

**Email Address:** chad@sonnymerryman.com

20. **NOTIFICATION OF FEDERAL PARTICIPATION**

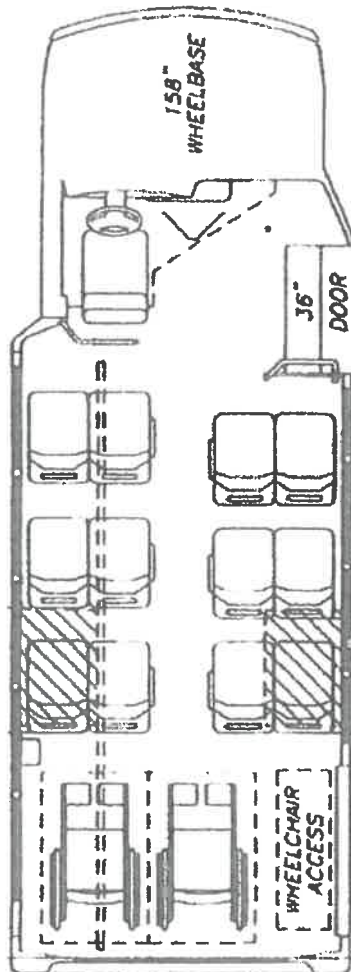
Federal funding for this project is being provided by the Federal Transit Administration through various CFDA grants for 80% of the project cost. CFDA grants will be specified after award.



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**21. PROPOSED FLOOR PLAN - Class A and Class B**



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**REQUIRED BID FORMS**

The following certifications must be properly **completed and furnished by the bidder as part of the bid**. Failure to submit any of these certifications **shall deem the bid non-responsive**.

*A required documentation checklist has been provided for bidder's usage.*

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**BID FORM #1**

**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

**Location(s) of Technical Service Representative(s)  
closest or in the State of West Virginia**

**Name:** Brady Childress

**Address:** 5120 Wards Road

Evington, VA. 24550

**Telephone:** 1-800-533-1006 Ext. 332

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Location(s) of Parts Distribution Center(s)  
closest or in the State of West Virginia**

**Name:** Derek Shelton

**Address:** 5120 Wards Road

Evington, VA. 24550

**Telephone:** 1-800-533-1006 Ext. 386

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

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**BID FORM #2**

**CERTIFICATION FOR AIR & WATER POLLUTION  
MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

The Vendor certifies that the vehicles proposed:

**ARE XX** in compliance with the regulations in 40 CFR Part 85, 40 CFR Part 86, 40 CFR Part 600, Clean Water Act and the air/water pollution criteria established by the Environmental Protection Agency of the United States Government.

**ARE NOT \_\_\_\_\_** in compliance with the regulations in 40 CFR Part 85, 40 CFR Part 86, 40 CFR Part 600, Clean Water Act and the air/water pollution criteria established by the Environmental Protection Agency of the United States Government.

8/15/18

Date

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

Commercial Sales

Title

Sonny Merryman Inc.

Company Name

**BID FORM #3**

**DISADVANTAGED BUSINESS ENTERPRISE  
VENDORS/ MANUFACTURERS CERTIFICATION**

**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

**(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.

XX 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.

8/15/18

\_\_\_\_\_  
Date

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

Commercial Sales

\_\_\_\_\_  
Title

Sonny Merryman Inc.  
\_\_\_\_\_  
Company Name

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**BID FORM #4**

**BUY AMERICA CERTIFICATION  
ROLLING STOCK  
MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

**Certificate of Compliance**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j), as amended and the applicable regulations of 49 CFR 661.12:

8/15/18

\_\_\_\_\_  
Date

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

Sonny Merryman Inc.  
\_\_\_\_\_  
Company Name

C. Chad Seals  
\_\_\_\_\_  
Name

Commercial Sales  
\_\_\_\_\_  
Title

**Certificate for Non-Compliance**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j), as amended, but may qualify for an exception to the requirement consistent and the applicable regulations in 49 CFR 661.7.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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**BID FORM #5**

**FEDERAL MOTOR VEHICLE  
SAFETY STANDARDS CERTIFICATION**

**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

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.

8/15/18

\_\_\_\_\_  
Date

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

Commercial Sales

\_\_\_\_\_  
Title

Sonny Merryman Inc.

\_\_\_\_\_  
Company Name

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**BID FORM #6**  
**U.S. Comptroller's Debarment List Certification**  
**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

\_\_\_\_\_ hereby certifies that it

\_\_\_\_\_ **IS or**

**IS NOT** (specify one) included on the U.S. GSA's debarment and suspension information available at <https://www.sam.gov>.

8/15/18  
Date

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

Commercial Sales  
Title

Sonny Merryman Inc.  
Company Name



**BID FORM #7**

**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID  
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),

Sonny Merryman Inc. (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),**

Sonny Merryman Inc., 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.

- Commercial Sales

\_\_\_\_\_  
Signature and Title of Authorized Official

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**BID FORM #8**  
**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

***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.

8/15/18  
\_\_\_\_\_  
Date

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

Commercial Sales  
\_\_\_\_\_  
Title

Sonny Merryman Inc.  
\_\_\_\_\_  
Company Name

**SPECIFICATION COMPLIANCE**

NOTE: Please check if what is offered is not 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.**

XX 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.

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**BID FORM #9**  
**MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

**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 influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the undersigned assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, sub agreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The undersigned also understands that any person who fails to file a 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.

The (Vendor, Contractor) Sonny Merryman Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (Vendor, Contractor) understands and agrees that the provisions of 31 U.S.C. §§ 3801, et seq., apply to this certification and disclosure.

8/15/18

Date

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

Commercial Sales

\_\_\_\_\_  
Title

**REQUEST FOR QUOTATION**  
158" Wheelbase Cutaway Vehicle (Paratransit)  
**BID FORM #10**

**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, as amended by MAP-21, and FTA regulations, "Bus Testing," 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.

8/15/18

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Commercial Sales

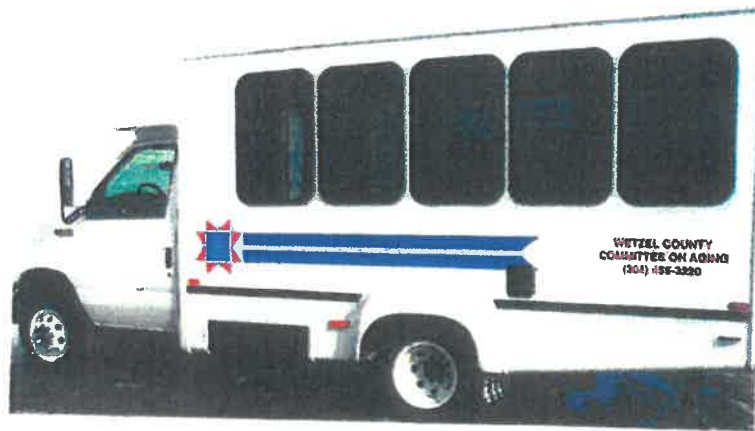
Title

\_\_\_\_\_  
Sonny Merryman Inc.

Company Name

**REQUEST FOR QUOTATION**  
158" Wheelbase Cutaway Vehicle (Paratransit)

**EXHIBIT B**  
**WV TRANSIT ASSISTANCE PROGRAM**  
**LOGO AND STRIPES EXAMPLE**  
**(To be applied to both sides of vehicle)**



REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

**REQUIRED BID DOCUMENTATION CHECKLIST**

Manufacturer: Startrans      Model Year: 2019      Model: Senator II

**Mandatory Bid Forms – must be submitted with bid:**

- Bid Form #1: Locations of Technical Service Representatives and Parts Distribution Centers
- Bid Form #2: Certification for Air & Water Pollution
- Bid Form #3: Disadvantaged Business Enterprise Vendors/Manufacturers Certification  
**The vendor shall also supply with bid FTA TVM DBE Goal Concurrence for the Current Fiscal Year Approval Letter.**
- Bid Form #4: Buy America Certification Rolling Stock  
**Should the Vendor be declared responsive and low bid, pursuant to Pre-Award and Post Delivery Audit Requirements, the Division will require the Vendor to submit documentation (with the bid or prior to any award) that lists:**
  - 1) Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs: and
  - 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- Bid Form #5: Federal Motor Vehicle Safety Standards Certification  
**Vendor shall also supply with bid a breakdown of FMVSS standards to be met with proposed vehicle.**
- Bid Form #6: U.S. Comptroller's Debarment List Certification
- Bid Form #7: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Bid Form #8: Vendor's Certification of Understanding and Acceptance
- Bid Form #9: Certification of Restrictions on Lobbying
- Bid Form #10: Certification of Compliance with FTA's Vehicle Testing Requirements  
**A copy of the vehicle testing report (if available) shall be included with the bid.**
- Exhibit A Pricing Page

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

**DOCUMENTATION TO BE SUBMITTED WITH BID:**

**Section**  
**Referenced**

- x 3.1.11 Provide details of water testing procedures.
- x 3.2 Chassis: provide product description, warranty information and product literature.
- x 3.2 Wheelbase: provide length of proposed wheelbase.
- x 3.3 Engine: gasoline: provide product description, warranty information and product literature.
- x 3.5 Radiator and Cooling System: provide product description, warranty information and product literature.
- x 3.6 High Idle System, provide product description, warranty information and product literature.
- x 3.8 Transmission: provide product description, warranty information and product literature.
- x 3.10.4 Rear View Back-Up Camera: provide product description, warranty information and literature.
- x 3.11.4 Tilt Wheel, Cruise Control and Power Steering: provide product description.
- x 3.13 Brakes: provide product description, warranty information and product literature.
- x 3.14 Wheels: provide product description, warranty information and product literature.
- x 3.15 Tires: provide product description, warranty information and product literature.
- x 3.16.5 Alternator: provide product description, warranty information and product literature.
- x 3.16.6 Battery: provide product description, warranty information and product literature.
- x 3.17.1 Radio/AM/FM/USB/MP3: provide product description, warranty information and product literature.
- x 3.19 Body Structure/Roof Specifications: provide a description of how construction/ conversion will take place and meet the specification requirements. Provide actual interior height and body length of proposed vehicle.
- x 3.19.15 Stepwell: provide a description of construction.
- x 3.22 Entrance, Exit, Lift and Emergency Exit Doors: Provide product description, dimensions, description of connection with interlock system, and locks to be provided.
- x 3.23 Rear Bumper: provide product description, warranty information and product literature.

REQUEST FOR QUOTATION  
158" Wheelbase Cutaway Vehicle (Paratransit)

- 3.24 Wheelchair Lift: provide product description, warranty information and product literature.
- 3.24.9 Interlock System: provide product description, warranty information and product literature.
- 3.26 Front and Rear Heating and Air Conditioning: provide product description, warranty information, product literature.
- 3.29 Flooring: provide a description of product to be used, samples of floor covering, colors to be used and assembly process.
- 3.30.1 Passenger Seats and Restraints: provide product description, warranty information and product literature.
- 3.30.2 Padded Grab Handle: provide product description.
- 3.30.11 Driver's Seat: provide product description, warranty information and product literature.
- 3.31 Wheelchair Securement System: provide product description, warranty information and product literature.
- 3.32 Mobility Aid/ Occupant Restraint Systems: provide product description, warranty information and product literature.
- 3.33.1 Exterior Mirrors: provide product description, warranty information and product literature.
- 3.37 Dual Purpose Safety Vent: provide product description, warranty information and product literature.
- 3.38 Storage Compartment: provide information on proposed location.
- 3.44 Training: submit letter of understanding to the terms in this Section.
- 4.0.2.1 Security Camera System Including Playback: provide product description, warranty information and product literature.
- 6.1.7.4 Warranty Provider Locations: provide names of providers in WV.
- 6.1.7.5 Warranties: provide information on warranties to be provided.
- 11.1.1 Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and/or number.
- 11.1.2 Proposed interior floor plans, showing detailed dimensions including the location of the wheelchair securement system.
- 11.1.3 Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.



**REQUEST FOR QUOTATION**  
158" Wheelbase Cutaway Vehicle (Paratransit)

- 11.1.6 Rustproofing and Undercoating: provide product description, warranty information and product literature.
- 11.1.8 A list of five (5) users names, addresses, emails and telephone numbers who have been provided similar equipment.
  
- No Debt Affidavit
- Addendum Acknowledgement

**REQUEST FOR QUOTATION  
EXHIBIT A PRICING PAGE  
158" Wheelbase Cutway Vehicle (Paratransit)**

**VENDOR NAME:**

**MANUFACTURER/MAKE/MODEL:**

CLASS	VEHICLE DESCRIPTION	UNIT PRICE PER VEHICLE	ESTIMATED QUANTITY	EXTENDED PRICE
A	158" Vehicle, Twelve (12) Fixed Double Seats, Two (2) Wheelchair Positions, Rear Curbside Lift Location, With WV Transit Assistance Program Vinyl Logo and Stripes		3	
B	158" Vehicle, Twelve (12) Fixed Double Seats, Two (2) Wheelchair Positions, Rear Curbside Lift Location With WV Transit Assistance Program Vinyl Logo and Stripes and Security Camera and Playback System		3	
<b>TOTAL BID FOR EVALUATION</b>				

**\*Complete form provided. The DPT may purchase more or less as needed.**

**Note: These are only estimated quantities and do not reflect any guarantee of purchase.**

**Vendor should not alter pricing page and should fill out pricing page as it. The addition of alterations to the pricing page and/or addition of commodities other than those listed on the pricing page online or as an attachment will result in disqualification of bid submittal.**

**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.

- Commercial Sales

\_\_\_\_\_  
(Name, Title)

C. Chad Seals - Commercial Sales

\_\_\_\_\_  
(Printed Name and Title)

5120 Wards Road, Evington, Va. 24550

\_\_\_\_\_  
(Address)

1-800-533-1006 Ext.352 / 1-434-821-4456

\_\_\_\_\_  
(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)

C. Chad Seals - Commercial Sales

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

C. Chad Seals - Commercial Sales

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

8/15/18

\_\_\_\_\_  
(Date)

1-800-533-1006 Ext.352 / 1-434-821-4456

\_\_\_\_\_  
(Phone Number) (Fax Number)

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 received)*

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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

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

8/15/18  
Date

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

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

***Notary Verification***

State of \_\_\_\_\_, County of \_\_\_\_\_:

I, \_\_\_\_\_, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

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 exceeds 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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

**REQUEST FOR QUOTATION  
EXHIBIT A PRICING PAGE  
158" Wheelbase Cutway Vehicle (Paratransit)**

**VENDOR NAME:**

**MANUFACTURER/MAKE/MODEL:**

CLASS	VEHICLE DESCRIPTION	UNIT PRICE PER VEHICLE	ESTIMATED QUANTITY	EXTENDED PRICE
A	158" Vehicle, Twelve (12) Fixed Double Seats, Two (2) Wheelchair Positions, Rear Curbside Lift Location, With WV Transit Assistance Program Vinyl Logo and Stripes	\$64,376.00	3	\$193,128.00
B	158" Vehicle, Twelve (12) Fixed Double Seats, Two (2) Wheelchair Positions, Rear Curbside Lift Location With WV Transit Assistance Program Vinyl Logo and Stripes and Security Camera and Playback System	\$68,062.00	3	\$204,186.00
<b>TOTAL BID FOR EVALUATION</b>				<b>\$397,314.00</b>

**\*Complete form provided. The DPT may purchase more or less as needed.**

**Note: These are only estimated quantities and do not reflect any guarantee of purchase.**

**Vendor should not alter pricing page and should fill out pricing page as it. The addition of alterations to the pricing page and/or addition of commodities other than those listed on the pricing page online or as an attachment will result in disqualification of bid submittal.**