

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

### Request for Quotation

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RFQ NUMBER DBSM91006 1

\*\*ADDRESS:CORRESPONDENCE NO ATTENTION OF

SHELLY MURRAY 304-558-8801

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\*304144942 304-255-5925 MOUNTAINEER COACH INC 260 INDUSTRIAL PARK ROAD

BEAVER WV 25813

SCHOOL FOR THE DEAF & BLIND RECEIVING DEPARTMENT

301 EAST MAIN STREET ROMNEY, WV 26757-1894 304-822-4810

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## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. West Virginia Alcohol & Drug-Free Workplace Act: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

#### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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There will be twenty-two (22) Homegoing and 22 Return to School trips with four routes running per trip. The first scheduled trip will be Sunday, August 24, 2008, returning our Students to School from their summer break. The Friday, June 12, 2009 Homegoing will be the final trip of the School year, returning the Students to their home for summer break. Please note attached homegoing schedule.

A. The Vendor will provide aides for each bus for each Homegoing trip and aides for each bus for each return trip as per the following:

The Beckley, Huntington, Logan, & Ripley buses will have TWO aides on the regular homegoing and return to school trips. All newly hired aides must have background checks completed to include fingerprinting provided by successful vendor.

- B. All Aide's duties are to supervise students and see that their personal needs are met while enroute. The School will provide instruction for the aides via a general meeting prior to departure. The Vendor is encouraged to provide the same Aides and Bus Drivers to gain familiarity with the students and routes.
- C. The Vendor will have Beckley, Huntington, Logan, & Ripley buses on campus, parked in front of the Elementary School for the Deaf and ready to load luggage, car seats, etc. by 11:00am on the scheduled dates. The School will provide a lunch for the Aides and Bus Drivers on departure from Romney.
- On regular homegoing days the buses will be loaded and ready for departure from the Elementary School for the Deaf at 12:00n, they will then proceed to the Blind Dormitory, and then to the Secondary School for the Deaf Dormitory. All buses are to be loaded and ready for departure from our Campus by 12:30pm.
- E. The School will confirm in August trips for the next School term. This includes route rolls and stop changes that occurred during the summer. A copy of the School Calendar will be provided to the Vendor.
- F. Contingent upon unforeseen circumstances, i.e. weather conditions, etc., the School may reschedule, cancel, or decrease any of the Regular or Weekly Homegoings.
- G. The Vendor will provide a light meal, i.e. sandwich, pudding or applesauce and a drink, which must be approved by the Director of Special Services on return trip.
- H. NO SMOKING by anyone on the bus.
- Aides will sit in or near the middle to rear of the bus while students are present. The school will provide the special seats and restraints some of our students might need.
   These items are to be returned to the school when the students are returned. The aide will be responsible for seeing that these seats and restraints are used. The aides, and if necessary the drivers, must help with the loading and unloading of students.
- J. Aides MUST learn 30 signs for communicating with the deaf. The School has the option to require aides to attend ongoing sign language instruction which will be provided prior to each homegoing trip. Aides will need to know these 30 signs by the time services are

provided. All aides will be required to go through CPR/First Aid training at beginning of each School term, and provide the School with copies of valid CPR/First Aid cards.

- K. There are certain times designated for the driver or aide to call the school. They must call as close to these times as possible and they are always to call and let the school know if they are running more than 30 minutes behind schedule. Drivers MUST call the school when the last student has been delivered. These calls can always be made collect.
- L. The successful vendor will be required to meet with School Officials prior to the first Homegoing on the Campus of the WV Schools for the Deaf and the Blind.
- M. All buses must have a seating capacity of no less than 47 passengers with wheelchair lifts and at least two wheelchair "tiedown" areas. All buses must meet all Federal requirements, such as ADA, as to wheelchair lifts, tiedowns, etc.
- N. Locked medicine boxes will be provided for all buses. The aides will be responsible for dispensing medicine enroute if needed. They will also be responsible for giving medicine to the parents at each stop. The medicine box will be returned to the Infirmary when the students are returned to school.
- O. Vendors must have a minimum of 10 years charter bus service.
- P. All buses must be air conditioned, heated, with clean working restroom on board.
- Q. All Bus Drivers & Aides will be required to have a criminal background check completed by the School & returned prior to providing services. Individuals with felony convictions will not be able to provide services. Some misdemeanors may be subject to further scrutiny.
- R. Back up fleet must be available or a valid contract with a nearby charter bus company in case of a bus break down.
- S. Successful vendor shall furnish proof of commercial general liability insurance prior to issuance of contract. Unless otherwise specified in the bid document. The minimum amount of insurance coverage required is \$250,000.
- T. Questions concerning contract after award shall be directed to Lori Dawson at 304-822-4803.

ROUTES			TIME HOME	TIME RETURN TO SCH.
BECKLEY				
	Stops:	Locations:		
	Moorefield Petersburg Bartow Alta Fayetteville Beckley	McDonalds 7-11 Store Intersection Grandpa's Exxon, Exit 161 Fayette Square K-Mart Cross Roads Mall, Penneys	01:15pm 01:45pm 03:15pm 04:30pm 06:00pm 06:30pm	04:45pm 04:15pm 02:45pm 01:30pm 12:00n 11:30am
HUNTING				
	Stops:	Locations:		
	Gassaway Wallback Clendenin Dunbar Winfield Huntington	Exit 62 to Foodland Vacant Parking Lot off of Exit 34 Park & Ride off of Exit 19 Exit 53 to Dunbar Village Exit 39, Go Mart Exit 15, Go Mart	03:45pm 04:45pm 05:00pm 05:45pm 06:15pm 06:45pm	03:00pm 02:00pm 01:45pm 01:00pm 12:30pm 11:59am
LOGAN	Stops:	Locations:		
	Elkins Buckhannon Weston Danville Logan	Tygart Valley Mall, Pizza Hut Wal-Mart Mall, McDonalds Rt. 119S, Magic Mart Rt. 119S, Krogers	02:45pm 03:15pm 03:45pm 05:45pm 06:15pm	03:00pm 02:30pm 02:00pm 12:00n 11:30am
RIPLEY	Stops:	Locations:		
	Hazelton Exit Morgantown Fairmont Clarksburg Pennsboro Parkersburg Ripley	Pine Run Service Center Sabraton, Sheetz Middletown Mall, Bob Evans Toys 'R Us 7-11 Store Park Tours Bus Terminal Mall across from Wal-Mart	02:15pm 02:30pm 03:00pm 03:30pm 04:15pm 05:15pm 06:00pm	04:15pm 04:00pm 03:30pm 03:00pm 02:15pm 01:15pm 12:30pm

<sup>\*</sup>Buses to leave School at 12:30pm on Homegoing Days and will return Students to School by 6:00pm on Return to School Days.

REGULAR	RLY SCHEDULED HON	MEGOING TRIPS (See Attached Schedule)	
(22 ea.)	COST:		<u>s 8030</u> . 00
		**Note: One cost for 22 trips to each location	
	FROM ROMNEY, W\ FROM ROMNEY, W\	TO BECKELY, WV (2 AIDES) 41985.00 TO HUNTINGTON, WV (2 AIDES) 335.00 TO LOGAN, WV (2 AIDES) 5235.00 TO RIPLEY, WV (2 AIDES) 575.00	
REGULA	RLY SCHEDULED RET	TURN TO SCHOOL TRIPS (See Attached Schedule)	
(22 ea.)	COST:		<u>\$ 8030.</u> 40
		**Note: One cost for 22 trips from each location	
	FROM HUNTINGTON FROM LOGAN, WV	V TO ROMNEY, WV (2 AIDES) 1985, のいいいのでは、WV TO ROMNEY, WV (2 AIDES) はこれのでは、WV (2 AIDES) は、WV (2 AIDES	

RFQ No. DBSM91006

## STATE OF WEST VIRGINIA Purchasing Division

## PURCHASING AFFIDAVIT

### **VENDOR OWING A DEBT TO THE STATE:**

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

#### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

### **ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

#### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### **CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name:	JUNYAME	ie loach		
Authorized Signature:	Delinah	8. Afrila	Date: 7/25	arry

Purchasing Affidavit (Revised 07/01/08)

				· · · · · · · · · · · · · · · · · · ·			DATE (MM/DD/YYYY)			
		ORD, CERTIFICA	ATE OF LIABILIT			5/1/2009	4/28/2008			
PRO	DUCE	LOCKTON COMPANIES, LLC 5847 SAN-FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538		THIS CERT ONLY AND HOLDER. I ALTER THI	IFICATE IS ISSI CONFERS NO HIS CERTIFICA ECOVERAGE A	JED AS A MATTER OF RIGHTS UPON THATE DOES NOT AMERICAN BY THE PO	F INFORMATION E CERTIFICATE ND, EXTEND OR DLICIES BELOW.			
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	VED	AGES CENCA01 AC	<u> </u>	INSURER E : THIS CERTIFICATE	OF INSURANCE DOES	NOT CONSTITUTE A CONTRAC	T BETWEEN THE ISSUING			
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NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	Limi	TS			
		GENERAL LIABILITY	Allow to a second the second s			EACH-OCCURRENCE	s 1,000,000			
Α		X COMMERCIAL GENERAL LIABILITY	D007L00081	5/1/2008	5/1/2009	DAMAGE TO RENTED PREMISES (Ea occurence)	s 1,000,000			
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	s Excluded			
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		POLICY PRO-			,					
A		AUTOMOBILE DABILITY  X ANY AUTO	D007A00114	5/1/2008	5/1/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000			
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$ XXXXXXX			
		X HIRED AUTOS X NON-OWNED AUTOS				8ODILY INJURY (Per accident)	s XXXXXXX			
		X MCS-90B			MATERIAL MAT	PROPERTY DAMAGE (Per accident)	\$ XXXXXXX			
		GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX \$ XXXXXXXX			
		ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	\$ XXXXXXX \$ XXXXXXX			
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	s 15,000,000			
C		X OCCUR CLAIMS MADE	5443141	5/1/2008	5/1/2009	AGGREGATE	\$ 15,000,000			
		UMBRELLA				······	s XXXXXXX			
		DEDUCTIBLE X FORM					s XXXXXXX			
		RETENTION\$	D007W00102 (AOS)	5/1/2008	5/1/2009	X WC STATU- OTH-	s –XXXXXXX			
B A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	D007W00102 (AO3)	5/1/2008	5/1/2009		\$ 1,000,000			
В		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	D007W00101(WI)	5/1/2008	5/1/2009	E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE	1 000 000			
		If yes, describe under SPECIAL PROVISIONS below NO	·			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
D		OTHER Excess Auto Liability	6543102	5/1/2008	5/1/2009	5,000,000 CSL per occurrence 5,000,000 CSL aggregate				
DES	CRIPTI	ON OF OPERATIONS/LOCATIONS/VEHICL	ES/EXCLUSIONS ADDED BY ENDORSEM	[ MENT/SPECIAL PROVIS	I SIONS					
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