
ORIGINAL

**Department of Administration
Purchasing Department
2019 Washington St., East
Charleston, WV 25305-0130**



**CRFQ 0506 JWH17*01
15 Passenger Wheelchair Bus**

November 30, 2016 – 1:30 PM EST

11/29/16 09:54:30
WV Purchasing Division

Submitted by:



Transportation Equipment Sales Corp.

6401 Seaman Rd., P.O. Box 167230
Oregon, OH 43616-7230
(419) 836-2835 • (800) 227-3572
Fax (419) 836-8460



Proven Quality.
Trusted Name.

Transportation Equipment Sales Corporation

November 28, 2016

Department of Administration
Purchasing Division
Mark Atkins - File 51
2019 Washington St., East
Charleston, WV 25305-0130

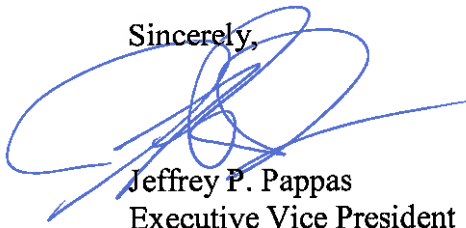
R. Atkins:

CRFQ# 0506 JWH17*01

Thank you for the invitation to submit a bid for 1 (One) 15 Passenger Wheelchair Bus. We are pleased to offer a 2017 Elkhart Coach ECII /2017 Ford E350 chassis to meet or exceed your requested specifications.

We appreciate the opportunity to work with you on this contract. Please call me at 1-800-227-3572 with any questions regarding our bid.

Sincerely,



Jeffrey P. Pappas
Executive Vice President



Proven Quality.
Trusted Name.

Transportation Equipment Sales Corporation

To: Mark Atkins

From: Jeff Pappas

RFQ #: CRFQ 0506 JWH1700000001

Date: November 30, 2016

Re: Exceptions

Page	Section	Subject	Request
2	3.1.1.12	Entry Door	Our entry door will not be bi-folding. IT will be manufactures standard outward opening leave door.
3	3.1.1.16	WC Lift	Braun does not make a 36" x 54" Lift. We will supply a 34" x 54" lift.

Bid Documents

Addendums

**Specifications, Floor
Plans & Brochures**

**Test & Compliance
Documentation**

**Warranty & Service
Documentation**

TESCO Literature

Bid Documents

One (1) 15 Passenger Wheelchair Bus. (Section 3.1.1 in the specifications.)

Lump Sum Price: \$ 52,993.00

Vendor: Transportation Equipment Sales Corp.

Address: 6401 Seaman Rd. / PO Box 167230 Oregon OH 43616

Remit to Address: 6401 Seaman Rd. / PO Box 167230 Oregon OH 43616

Phone: 800-227-3572

Fax: 419-836-8460

Email: jpappas@tescobus.com

Print name & title: Jeffrey P. Pappas

Signature: 

Date: 11/28/2016



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: 225420

Doc Description: 15 Passenger Wheelchair bus for Jackie Withrow Hospital

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-31	2016-11-30 13:30:00	CRFQ 0506 JWH1700000001	1

BID RECEIVING LOCATION

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

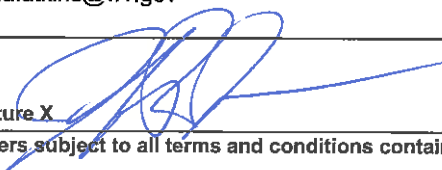
VENDOR

Vendor Name, Address and Telephone Number:

Transportation Equipment Sales Corp.
 6401 Seaman Rd. / PO Box 167230
 Oregon OH 43616
 800-227-3572

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature 

FEIN # 34-1029900

DATE 11/28/2016

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Department of Health and Human Resources (WVDHHR), Bureau of Behavioral Health and Health Facilities (BBHF), Jackie Withrow Hospital (JWH) located at 105 S Eisenhower Dr. Beckley, WV 25801 to establish a contract for the one time purchase of a 15 passenger wheelchair bus, per attached documents.

PLEASE NOTE: THE CONTRACT AWARDED FROM THIS SOLICITATION MAY BE COVERED IN PART OR IN WHOLE BY FEDERAL FUNDS. ALL VENDORS WILL BE SUBJECT TO THE REQUIREMENTS OF ATTACHMENT_1 PROVISIONS FOR FEDERALLY FUNDED PROCUREMENTS.

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR BECKLEY WV25801 US	PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR BECKLEY WV 25801 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	15 Passenger Wheelchair Bus	1.00000	LS	\$52,993.00	\$52,993.00

Comm Code	Manufacturer	Specification	Model #
25101500	Elkhart Coach	12 pass with 2 w/c	ECII

Extended Description :

Section 3.1.1 (3.1.1.1 - 3.1.1.16) in the specifications.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 4:00 pm EST	2016-11-14

JWH170000001	Document Phase Final	Document Description 15 Passenger Wheelchair bus for Jackie Withrow Hospital	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: This Contract becomes effective on _____ and extends for a period of _____ 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 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. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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 a 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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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.

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.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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 above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, 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. 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.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

N/A

for N/A

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.

11. 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.

12. 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.

13. PAYMENT: 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.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. 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.

16. 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.

17. 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.

18. 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 § 148-1-6.1.e.

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

20. 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.

21. COMPLIANCE: 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. 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.

28. 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.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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. 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.

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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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"). 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. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. 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.

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.

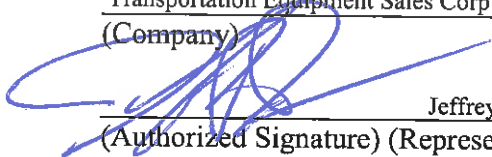
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for 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.

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.

Blair Taseff / Regional Sales Manager
(Name, Title)
Blair Taseff / Regional Sales Manager
(Printed Name and Title)
6401 Seaman Rd. / PO Box 167230 Oregon OH 43616
(Address)
800-227-3572 419-836-8460
(Phone Number) / (Fax Number)
jpappas@tescobus.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.

Transportation Equipment Sales Corp.
(Company)


Jeffrey P. Pappas / Executive Vice President
(Authorized Signature) (Representative Name, Title)

Jeffrey P. Pappas / Executive Vice President
(Printed Name and Title of Authorized Representative)

11/28/2016
(Date)

800-227-3572 419-836-8460
(Phone Number) (Fax Number)

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.

Jeffrey P. Pappas / Executive Vice President

(Name, Title)
Jeffrey P. Pappas / Executive Vice President

(Printed Name and Title)
6401 Seaman Rd. / PO Box 167230 Oregon OH 43616

(Address)
800-227-3572 419-836-8460

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Transportation Equipment Sales Corp.

(Company)

Jeffrey P. Pappas / Executive Vice President

(Authorized Signature) (Representative Name, Title)

Jeffrey P. Pappas / Executive Vice President

(Printed Name and Title of Authorized Representative)

11/28/2016

(Date)

800-227-3572 419-836-8460

(Phone Number) (Fax Number)

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: November 14, 2016 due by 4:00 pm EST

Submit Questions to: Mark Atkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Mark.A.Atkins@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: CRFQ 0506 JWH17*01 15 passenger wheelchair bus
BUYER: Mark Atkins, File#51
SOLICITATION NO.: CRFQ 0506 JWH1700000001
BID OPENING DATE: 11/30/2016
BID OPENING TIME: 1:30 pm EST
FAX NUMBER: 304.558.3970

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: November 30, 2016 @ 1:30 pm EST

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. ALTERNATES: 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.

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 only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

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 by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

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.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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 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: Transportation Equipment Sales Corp.

Authorized Signature: _____

Date: 11/28/2016

State of Ohio

County of Lucas, to-wit:

Taken, subscribed, and sworn to before me this 28 day of November, 2016.

My Commission expires July 30, 2019.

AFFIX SEAL



ALISON MARIE ZSIGRAY
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 07-30-2019

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 08/01/2015)

ATTACHMENT 1

Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.
 - (A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.
5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "**federally assisted construction contract**" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) Federally assisted construction contracts.

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148). Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance 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 as amended (33 U.S.C.1251–1387).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”

(i) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

REQUEST FOR QUOTATION
CRFQ 0506 JWH1700000001
15 Passenger Wheelchair bus for Jackie Withrow Hospital

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Department of Health and Human Resources (WVDHHR), Bureau of Behavioral Health and Health Facilities (BBHFF), Jackie Withrow Hospital (JWH) located at 105 S Eisenhower Dr. Beckley, WV 25801 to establish a contract for the one time purchase of a 15 passenger wheelchair bus.

PLEASE NOTE: THE CONTRACT AWARDED FROM THIS SOLICITATION MAY BE COVERED IN PART OR IN WHOLE BY FEDERAL FUNDS. ALL VENDORS WILL BE SUBJECT TO THE REQUIREMENTS OF ATTACHMENT 1: PROVISIONS FOR FEDERALLY FUNDED PROCUREMENTS.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Item” means a 15 passenger wheelchair bus as more fully described by these specifications.

2.2 “Pricing Page” means the pages, contained in WVOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 15 Passenger Wheelchair Bus.

3.1.1.1 Bus must have a total capacity of 15 passengers.

3.1.1.1.1 Consisting of twelve (12) seats.

3.1.1.1.2 Two (2) wheelchair tie downs.

3.1.1.1.3 One driver seat.

3.1.1.1.4 The driver and twelve (12) passenger seats must be mid back vinyl.

3.1.1.1.5 Must have interior grab handles above the seats.

REQUEST FOR QUOTATION
CRFQ 0506 JWH1700000001
15 Passenger Wheelchair bus for Jackie Withrow Hospital

- 3.1.1.1.6** Seats must have armrests, and seatbelts.
- 3.1.1.2** Bus's vehicle mechanical features must include a minimum 3 year or 36,000 mile bumper to bumper warranty with a zero dollar deductible during this warranty period.
- 3.1.1.3** Bus must have a fully automatic wheelchair lift.
 - 3.1.1.3.1** Wheelchair lift must have a minimum one (1) year warranty for all parts and labor with a zero dollar deductible during this warranty period.
- 3.1.1.4** Bus must have a minimum of 6.0L EFI V8 Gasoline Engine.
- 3.1.1.5** Bus must have automatic transmission.
- 3.1.1.6** Bus must have anti-lock braking system.
- 3.1.1.7** Bus must have air ride suspension.
- 3.1.1.8** Bus must have rubber mat flooring.
- 3.1.1.9** Bus must be white in color
- 3.1.1.10** Bus must have six (6) all season standard tires.
 - 3.1.1.10.1** Bus must have dual rear wheels
- 3.1.1.11** Bus must have passenger compartment legal tinted slide down windows.
- 3.1.1.12** Bus must have bi-folding passenger walk through door.
- 3.1.1.13** Bus must have a minimum of 70,000 BTU front and rear air conditioning with 35,000 BTU rear heat.
- 3.1.1.14** Bus must have a minimum of an AM/FM radio.
- 3.1.1.15** Bus must have interior overhead lights and exterior lift lights.

REQUEST FOR QUOTATION
CRFQ 0506 JWH1700000001
15 Passenger Wheelchair bus for Jackie Withrow Hospital

3.1.1.16 Bus wheelchair lift must measure a minimum of 36"W X 54"L.

3.1.1.16.1 Wheelchair lift must have a minimum lifting weight capacity of 700lbs.

3.1.1.16.2 Wheelchair lift must be located in the rear on the passenger side.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost (Lump Sum) as shown on the Pricing Pages.

4.2 Pricing Page: If responding on paper, Vendor should complete the Exhibit A Pricing Page by completing the Lump Sum price for the vehicle as well as all contact information. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

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

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. In this case after delivery and acceptance by Jackie Withrow Hospital, vendor can send an original invoice to the Accounts Payable Department at 105 S Eisenhower Dr. Beckley, WV 25801.

REQUEST FOR QUOTATION
CRFQ 0506 JWH1700000001
15 Passenger Wheelchair bus for Jackie Withrow Hospital

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 180 calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 105 S Eisenhower Dr. Beckley, WV 25801.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
- Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
CRFQ 0506 JWH1700000001
15 Passenger Wheelchair bus for Jackie Withrow Hospital

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

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

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELANEOUS:

Contract Manager: Jeffrey P. Pappas

Telephone: 800-227-3572

Fax: 419-836-8460

Email: jpappas@tescobus.com

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

Addendum(s)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 JWH170000001

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.

Transportation Equipment Sales Corp.

Company

800-227-3572

419-836-8460


Authorized Signature

11/28/2016

Date

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

SOLICITATION NUMBER: CRFQ 0506 JWH1700000001
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0506 JWH1700000001 ("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
- Attach pre-bid sign in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

To provide vendors with a copy of questions that were asked and the Agency responses regarding this solicitation included within as Attachment_A.

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.

The following questions were received pertaining to the solicitation CRFQ JWH1700000001 (a 15 passenger wheelchair bus for Jackie Withrow Hospital.)

Question 1: 3.1.1.8 states "Bus must have rubber mat flooring." Will you accept Gerflor floor covering?

Answer to question 1: No we prefer to stick with a basic rubber mat flooring.

Question 2: 3.1.1.6 states, "Seats must have arm rests and seatbelts." Are the armrests required for just the aisle seats or for the window seats as well?

Answer to question 2: The seatbelts must be on all seats. The armrest requirement is being waived. No arm rests are needed for any seat.

Question 3: 3.1.1.7 states, "Bus must have air ride suspension." If good ride quality is what you are after, requiring the vehicle to have a minimum GVWR of 12,500 lbs plus a Mor/Ryde Suspension System would be a more cost effective way to ensure ride quality with less maintenance and repair cost over the life of the vehicle.

Answer to question 3: 3.1.1.7 should now read "Bus must have Mor/Ryde Suspension System" (or equal) with the following :

- Minimum 4" suspension travel**
- Added lateral support to reduce frame stress**
- A shock absorber at each wheel**

Question 4: 3.1.1.5 States "Must have interior grab handles above the seats." Are you referring to the AV handles that are fastened on to the tops of the seat backs or are you referring to a ceiling grab rail? If this is about AV handles made onto the seats, do you require them for each seat or for just the aisle seats?

Answer to question 4: This is referring to the AV handles fastened on the tops of the seat backs, and they will be required to be on each seat to make it easier for the passengers to get up and have a place to hold on to.

Question 5: 3.1.1.7 states "Bus must have air ride suspension." Is this correct? Air ride for a 12,500 GVWR chassis is so much overkill. There is not even an option for this available from the factory, since it would be seldom asked for. The driver and passengers would not be able to tell a difference in comfort or drivability either. Is this something you would consider amending and/or having removed? If not it will be a several thousand dollar item. I do have a supplier for it though as this would be an aftermarket add-on in most all applications regarding this size bus.

Answer to question 5: Refer to question 3

Question 6: Bust wheelchair lift must measure a minimum of 36"W X 54"L minimum of 700lb capacity. There is not a W/C lift offered that is that combo. Braun is the premier manufacturer we use for the commercial bus lifts which meet and exceed all ADA compliances. Braun offers two different size

platforms for this application a 34"W X 54"L and 37"W X 51"L both with 800lb capacity. The model we use 99 times out of 100 and is the most common in this industry for parts availability and service is the 34"W X 54"L

Answer to question 6: Either of these measurements will be acceptable.

Question 7: I would like to request changing your current specification of 3.1.1.8 "bus must have rubber mat flooring," to the attached Safety Floor specification that the state has recently approved for other passenger vehicles.

Answer to question 7: No we will not be changing this. This specification will remain the same.

Question 8: 3.1.1.11 states, ("bus must have legal tinted slide down windows.") The style of windows required in section 3.1.1.11 are typically found on school buses. We request that commercial bus T-Slide windows, picture attached be accepted.

Answer to question 8: Yes the specification will be changed to accept alternate style windows 3.1.1.11 should now read "bus must have legal tint sliding windows."

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 JWH1700000001

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 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.

Transportation Equipment Sales Corp.

Company

Jeffrey P. Pappas

Authorized Signature

11/28/2016

Date

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

**Specifications, Floor Plans
& Brochures**



Proven Quality.
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Checklist For Quote #NQ38084

State of West Virginia

11/18/2016

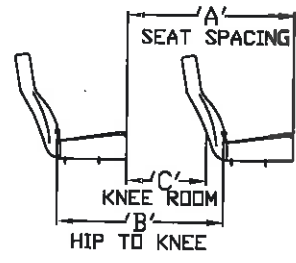
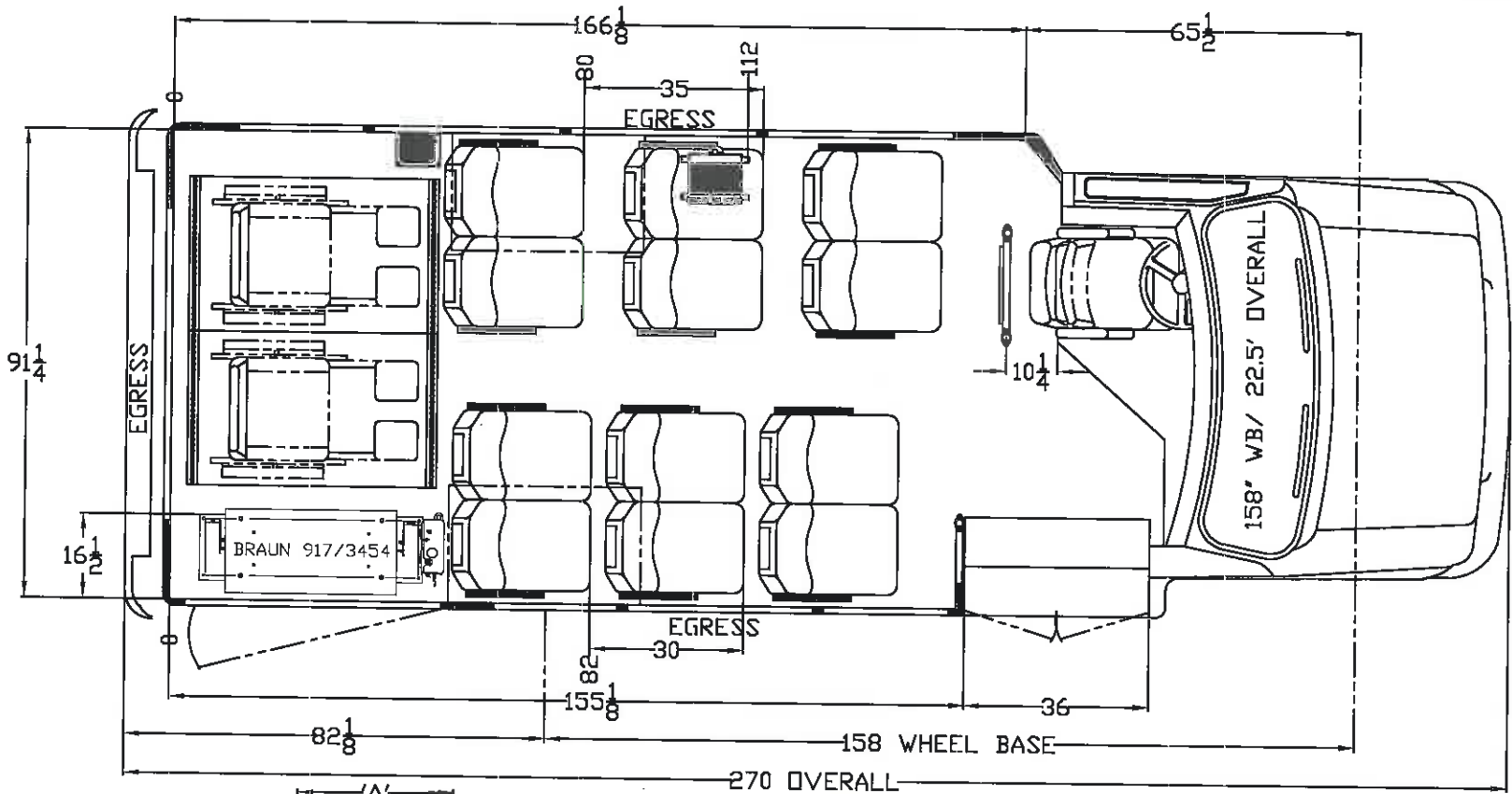
2017 Elkhart Coach ECI

1 unit ordered

12 pass. with 2 w/c

Qty	Item #	Description
2017 Ford E350 DRW (GVWR: 12,500 WB: 158 Engine: 6.8L)		
1	T051	16 Unit F.A. Kit
1	T053	Triangle Reflectors
1	T054	5 Lb. Extinguisher 3A 40 BC
1	014-002	Back-up alarm
1	025-001	Mor/Ryde - Rear (Ford E350)
1	031-001	Rubber Step Nosing - White
1	031-003	Black Rubber on Entire Floor, w/17" Aisle
1	033-003	FRP on Ceiling
1	037-008	Electric Powered Entry Door, 36" Width
1	038-009	Standard Rear Egress Window, 60" x 22"
1	040-002	Heater- 35K BTU Rear
1	041-048	A/C TA733 Super 70K BTU Dual Comp 6.8L Gas
1	048-011	Radio - Sony AM/FM/CD/Clock w/ 4 Speakers
1	049-013	Light - Exterior Hooded and Interior Courtesy at Entrance Door (ADA Req)
1	059-002	Grab Rail- Entrance Parallel to Steps, Both Sides (ADA Required)
1	059-003	Grab Rail- Ceiling, Includes Standee Line & Sign
1	036-002	Modesty Panel - w/Stanchions Location: Behind Driver
1	069-015	Mirrors - Exterior, Manual, ROSCO
1	070-006	"Priority Seating W/C Area", (ADA Required) Decal
1	073-002	Interlock for W/C Lift, (For Use With Elkhart Coach Fast Idle)
1	077-003	Sgl W/C Door w/1 Window, 1 Int. & 2 Ext Lights
2	079-002	"QRT" Deluxe System w/L-Track Q-8100-A1-L
1	082-007	Braun Century NCL9173454-2 Lift 34" X 54" 43" Door FMVSS403
1	086-060	Driver Seat Freedman Shield Recline, RH Armrest
6	086-031	Mid-High Dbl Rigid Seat
12	088-001	Antivandal Top Grab, FSC, Black (N/A on Hi-Back Seats)

REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION
-	-	-	-	-	-	-	-	-	-	-	-



SEAT STYLE	SEAT SPACING 'A'	HIP-TO-KNEE 'B'	KNEE ROOM 'C'
Mid HI	35'	33'	15'
Mid HI	30'	28'	10'

DEALER SIGNATURE: _____

Q-42-110316-01

DO NOT SCALE	PROJECTION 	DESCRIPTION Floor plan ECCW 158-270 Rear Lift (Braun917/3454) Standard Floor 12P/2WC				52807 COUNTY ROAD 7 ELKHART, IN 46514 (574) 264-5179 A DIVISION OF FOREST RIVER		
	W.I. NUMBER	DATE: 10-14-16	SCALE: N.T.S.	REFERENCE: NUMBER	SHEET 1 OF 1			
SIZE A	THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN ARE THE EXCLUSIVE PROPERTY OF ELKHART COACH. 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 ELKHART COACH.		TOLERANCES UNLESS OTHERWISE SPECIFIED ARE: FLOORPLANS ±1/2" ALL STRUCTURAL ±1/8" ANGLE ±1°		DRAWN BY: NPM	PART NUMBER 900-03-1060	REV A	
					CHECKED BY:			

EC-II

Proudly built by Elkhart Coach



Elkhart Coach

A DIVISION OF FOREST RIVER

FORD EC-II STANDARDS AND OPTIONS

STANDARD CHASSIS FEATURES

- Ford E-450 & E-350 DRW Cut-Away Chassis
- Electronic 5-Speed Automatic Transmission
- 55 or 40 Gallon Fuel Tank
- Ford V-10 6.8L Gas Engine
- Ford V-8 5.4L Gas Engine
- OEM Installed Dash Air Conditioning & Heat
- 225 or 155 Amp Alternator
- 138", 158", 176", 186" or 190" Wheelbases
- Heavy Duty Engine Cooling Package
- Chrome Front Bumper & Grill
- 14,500, 12,500 & 11,500 GVWR
- Dual Electric Horns
- Driver Air Bag
- Heavy Duty Suspension
- Power Steering/Brakes
- LT225 / 75RX16E Tires
- Dual 650 CCA Batteries
- Tilt Steering Wheel/Cruise Control
- Dual Beam Headlights

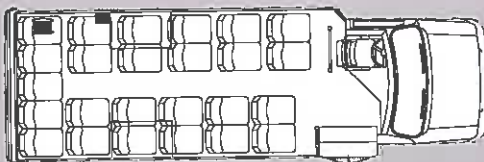
STANDARD BODY FEATURES

- FMVSS Certified
- STURAA Tested for 7 Years/200,000 Miles
- Insulated Roof & Exterior Walls
- Mir-View Right Side Cab Window
- Smooth Rubber Floor w/ Ribbed-Rubber Aisles
- Rear ABS Fender Flares
- Powder Coated Rear Steel Bumper

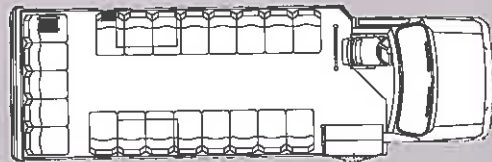
- Rear Mud Flaps
- Entrance Door & Driver Modesty Panels
- All Aluminum Sidelalls and Skirts
- Dual Drive Shaft Guards
- Entry Door Assist Handles
- Fully Welded Unitized Steel Cage Body Structure
- Undercoating
- Swing-A-Way Exterior Flat Mirrors with Integrated Convex Panels
- Drip Rail Over Passenger Windows & Entry Doors
- White or Yellow Step Nosing – All Entry Steps
- Color/Function Coded Wiring Harness
- Laminated Steel Reinforced Composite Construction
- Master Electronic Printed Circuit Control Panel
- Emergency Side Egress Windows
- Stylized ABS Rear Trim
- 91" Interior Width & 77" Headroom
- Large 36" x 36" & 24" x 36" Upper T-Slider Windows
- 22" x 64" Rear Egress Window
- Single Piece Seamless FRP Roof
- Smooth FRP Interior Walls
- FRP Ceiling

POPULAR OPTIONS

- Rear Heat System
- Front and Side Destination Signs
- Mor/Ryde Suspension
- Individual Reading Lights
- Spare Tire & Wheel
- Interior Luggage Rack
- Interior Convex Mirror
- Back-Up Alarm
- Overhead Luggage Racks
- Exterior Rear Center Mount Brake Light
- Rear Luggage Compartment
- Ceiling Grab Rails
- AM/FM Radio w/ CD Player
- "Flat Floor" (No Wheel Well Risers)
- DVD Player w/ Flip Down Monitor
- Heated/Remote Exterior Mirrors
- High-Back or Mid-High Seats with Armrests
- Front Mud Flaps
- Ground Plane For Two-Way Radio Installation
- Paging System
- Rear Emergency Door with Ajar Package
- LED Interior & Exterior Lighting
- Rear A/C System
- Roof Escape Hatch
- Stainless Steel Wheel Inserts
- ADA Mobility Compliance Package
- All FRP Exterior
- Driver Running Board
- Electric Entry Door



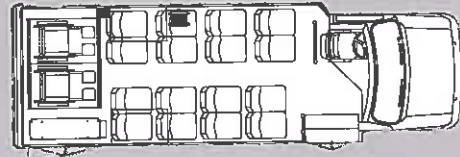
25 Passenger - Forward Facing Seating



21 Passenger Perimeter Seating



15 Passenger - 2 Wheelchairs - Front Lift



16 Passenger - 2 Wheelchairs - Rear Lift



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Due to constant product improvements, specifications, component parts and optional equipment are subject to change without notice or obligation. See your dealer for details.



***EC-I & EC-II Cutaway Bus
Ford E-350 and E-450 Chassis
Construction Specifications 2011***



**DESIGNED TO MEET OR EXCEED
FEDERAL SPECIFICATIONS**

Scope:

This specification describes a steel cage constructed commercial Para-transit that meets all the requirements of FMVSS Safety and ADA Standards in effect at the time of manufacture. The Para-transit vehicle must also meet the requirements of the state in which it is to be operated.

The Para-transit vehicle must be tested in the 7-year/200,000 mile category at the Altoona Bus Testing Facility in Duncansville, PA and a copy of the full report must be submitted with the bid.

The Para-transit vehicle provided must be built on a Ford commercial cut-away chassis of the current model year with a driver position and equipped without a curbside door, and with the curbside passenger seat and air-bag system deleted.

Any exceptions to these specifications must be noted at the time the bid is submitted:

Materials:

All materials used in construction of the Para-transit vehicle shall be new and unused; returned or reconditioned components will not be accepted.

Documents to be submitted with Bid:

- List of the FMVSS Safety Standards that are met by the proposed Para-transit vehicle. This list must include a copy of the actual certification for the following critical safety standards:
- FMVSS 220 Roof Crush (Roll Over) Test
- Detailed vehicle floor plan showing hip-to-knee seat spacing, aisle width, interior width, location of windows, roof hatch, wheelchair lift, modesty panels and entry door.
- A Four-Point weight analysis shall also be included with the bid demonstrating that the finished Para-transit vehicle will not exceed any axle rating or the total GVWR of the chassis.
- Copy of the full Altoona test for the Para-transit vehicle being proposed.
- Copy of Manufacturer's State License, (where applicable).
- Names and addresses of three current users of the same bus as the one proposed. Information must include contact name and daytime phone number and e-mail address.

Delivery Requirements:**Chassis Specification:**

Current model year Ford E-350 or E-450 Cutaway chassis.

- 11,500 lb GVWR E-350 138" WB
- 14,500 lb GVWR E-450 158" and 186" WB
- 5.4L V8 Gas engine w/155 amp Alternator
- 6.8L V10 Gas engine w/225 amp Alternator.
- 5.4L Gas - 4-speed auto, 6.8L Gas - 5-speed auto.
- (1) 650 CCA & (1) 750 CCA Motorcraft batteries - Gas
- Factory Dash A/C, Defroster, and Heat

- 47B Shuttle Bus Package w/engine block heater, front license plate bracket, frame isolators.
- White painted wheels 4- vent
- No Driver seat ordered on chassis - pedestal only

Body Specification:

Body Side Wall Framework Construction:

Vertical Steel 16 Gauge Roll Formed Steel, (nominal dimensions 1" X 2"), and 1" x 2" steel tubing vertical support columns, in conjunction with 1" x 1" steel tubing for both lateral and vertical support.

Vertical support columns equally spaced on standard 38" Max. on-center dimensions.

All non-supporting members, (i.e. window and door frame structures), to be constructed of 16 gauge 1" x 1" and 1" x 2" steel tubing.

Completed sub-assembly of body sidewall structure framework to be thoroughly cleaned and then completely prepped with an EPA approved water soluble based anti-corrosion gray primer prior to lamination process stage outlined below.



Body Rear Wall Framework Construction:

Body Rear wall framework is constructed of 16 gauge steel tubing welded together to form the back of the steel cage.

Completed sub-assembly of body rear wall structure framework is thoroughly cleaned and then completely prepped with an EPA approved water soluble based anti-corrosion gray primer prior to lamination process stage outlined below.

Body Roof Structure Framework Construction:

Body roof framework is constructed using 16 Gauge hot rolled steel roof bows spaced on standard 27" centers, max.

Individual roof bows are "capped" over the open top of the bow with crimped and welded 16 gauge steel plate, (hat section).

One or two roll bars, (depending upon length of Para-transit vehicle), are fabricated from 7 gauge 1.25" x 1.25" formed steel tubing is incorporated into roof structure to provide additional strength.

Completed sub-assembly of body roof structure framework is thoroughly cleaned and then completely prepped with an EPA approved water soluble based anti-corrosion gray primer prior to lamination process stage outlined below

Body Floor Structure Framework Construction:

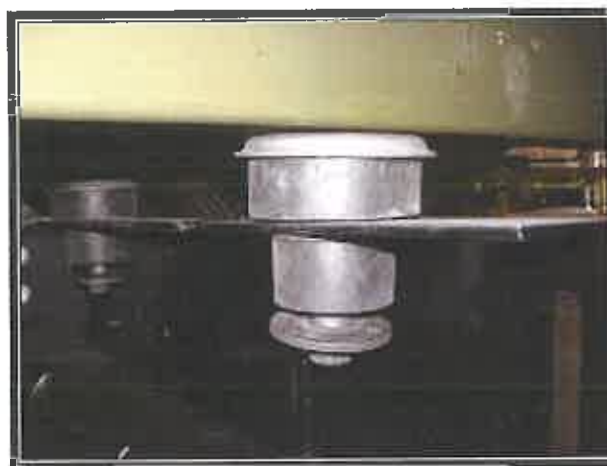
Steel subfloor is fabricated utilizing cross-members comprised of 14 gauge steel "G" sections with a nominal height of 4.8125" minimum.

Steel sub-floor cross-members are welded to 12 gauge 1" x 3.5" steel C-channel sections forming a unitized solid steel floor framework.

Seat track sections of 12 gauge steel and designed to the OEM seat manufacturers, (Freedman), specifications are securely welded directly to floor and sidewall framework.

Completed sub-assembly of body floor structure framework is thoroughly cleaned and then completely prepped with an EPA approved water soluble based anti-corrosion gray primer prior to assembly to the OEM chassis.

Steel sub floor structure is isolated from the chassis by means of standard Ford OEM supplied elastomeric body isolation mounts. The sub floor is bolted to the OEM chassis frame through the individual body isolation mounts utilizing Ford OEM bolts, nuts and washers. Body isolation mount bolts are tightened to the proper Ford QVM torque specification as specified in the Ford body-builders specification manual. When tightened the body mounts have an approximate thickness of .876" and 1.04" for the top and bottom mounts respectively.



Body Exterior & Interior Panel Construction:

Body panels are comprised of both exterior and interior "layered" panels that are vacuum laminated to the body structure framework sub-assemblies, (curbside wall, streetside wall, rear wall and roof structure frameworks).



Body Panel Construction, (Exterior Walls):

Exterior wall body panels are comprised of 0.040" thick aluminum panels having baked white gloss enamel finish, (matching exterior color of Ford OEM cab).

Exterior aluminum panels are vacuum laminated to 0.11" luan plywood panels utilizing a moisture cured, high contact urethane adhesive.

Body Panel Construction, (Interior Walls):

Interior wall body panels are comprised of 0.046" Fiber-Reinforced-Plastic, (LAMIPLAST), gloss light gray in color. Interior wall body panels are vacuum laminated to 0.11" luan plywood panels utilizing a moisture cured, high contact urethane adhesive.

Roof Exterior & Interior Panel Construction:

Roof panels are comprised of both exterior and interior "layered" panels that are vacuum laminated to the roof structure framework sub-assembly.

Exterior roof panel is comprised of a single seamless 0.046" LAMIPLAST panel having an exterior gloss white finish which matches the color of the body's exterior painted aluminum side and rear wall panels, and the exterior color of the Ford OEM cab.

Exterior seamless LAMIPLAST roof panel is vacuum laminated to 0.11" luan plywood panels utilizing a moisture cured, high contact urethane adhesive. (Seams are allowed only at the junction of the front cap and the junction of the rear cap. Any other seams on the exterior of the roof are not permitted).

Interior roof panel is comprised of a single seamless 0.046" LAMIPLAST panel having a standard gloss gray finish matching the color of the body's interior LAMIPLAST rear and side wall panels defined in section 11.5 of this specification.

Interior seamless LAMIPLAST roof panel is vacuum laminated to 0.20" luan plywood panels utilizing a moisture cured, high contact urethane adhesive.

Final Stage Body Construction:

All cavities and voids present in the structure framework of the body sidewall and rear wall sub-assemblies are completely filled with 1 1/16" thick high-density beadboard insulation. The roof sub-assembly is completely filled with 1 3/4" thick high-density beadboard insulation. All sub-assemblies are filled prior to the final vacuum lamination of the interior and exterior body and roof panels to their respective body structure framework.

The 1 1/16" high density beadboard insulation, when combined with the 0.11" thickness of the exterior and interior luan plywood panels, provides an insulating value of R-7.28 for the roof & R-4.15 for the side and rear wall sub-assemblies.

Exterior and interior side wall panels are vacuum laminated to the steel structure framework of the individual body panels, side and rear wall and roof sub-assemblies utilize a moisture cured, high contact urethane adhesive.

Finished laminated body sidewalls, rear wall and roof sub-assemblies are welded to the chassis mounted body floor structure framework, thus providing a complete unitized body with integrated steel superstructure.

All exterior seams and joints are thoroughly caulked utilizing SIKAFLEX 521 structural adhesive caulking to ensure a complete watertight seal of the body.

All interior seams and joints are thoroughly caulked utilizing BONDAFLEX SIL 100 silicone caulking to ensure a complete watertight seal of the body.

Sub-Flooring

Unless otherwise specified, flooring is 5/8" thick exterior grade plywood.

Unless otherwise specified, floor covering is black transit quality rubber extending to the seat track on the walls. The aisle (and W/C Tiedown areas if applicable) and entry steps are ribbed rubber. The rubber under the seats will be smooth matching.



Body Dimensions:

Exterior width: 102 1/4" Maximum at the wheel wells excluding mirrors.

Interior Width: 90" Minimum

Interior Height: 75" Minimum

Exterior Height: 117" Maximum

Wheelbase: 190" Maximum

Exterior Length: 313" Maximum
Rear Overhang: Less than 33% of the overall bus length.

Passenger Seats:

Minimum 25" Hip-to-Knee space.

Minimum Aisle: 14" measured at the armrests.

Seats must be installed in 12 gauge steel seat track that is welded to the steel cage of the sidewalls and to the steel sub floor.

Passenger seats are Freedman Seating Co. forward facing mid-high seats, Featherweight style with rigid seat backs.

Freedman three-step foldaways are required at the wheelchair positions.

Retractable lap seat belts are to be provided for all passengers.

Fold-up US Arms armrests (padded or anti-vandal) on aisle side of seats.

Passenger Entry:

Entry door shall be a two panel manual or electric door with full-length tempered glass windows.

Door and door header mechanism shall be manufactured by A & M Door Systems Inc.

Clear entry door dimensions shall be a minimum of 29" wide by 80" high.

Air Conditioning and Heat:

Front air conditioning and heat is Ford standard – Approximately 15,000 BTU/Hour

Rear Air Conditioning to be a Trans-Air ® system rated at 67,000 BTU/Hour.

- Hose will be of the "Quick Click" type.
- System will have dual compressors.

Rear Heater to be a Pro-Air ® system consist of one (1) 35,000 BTU/Hour hot water type heater.
A fast idle device to increase the engine speed at idle will be included.

Electrical System:

Breaker box for the Para-transit vehicle body to be located above the driver door in an ABS non-conductive vacuum formed back plane with access door.



A programmable, plug and play microprocessor controlled printed circuit master control board utilizing ground signal circuit activation. Also incorporates a LED light indicating when each circuit is activated to simplify troubleshooting.



Manual reset circuit breakers are used versus automatic reset circuit breakers to prevent oversight of a recurring electrical fault.

Battery cables are 2 gauge on gas chassis. Each cable is color coded, red positive, black negative and grounded to the frame. The chassis batteries are protected with two fuses, 120A for the solenoid and 90A for lift. An additional chassis frame to body frame ground is added to eliminate possible poor grounding issues.

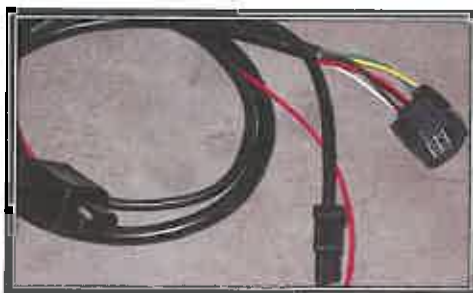


Wiring is color coded and labeled, (not numbered), for function and complies with all the requirements of the Society of Automotive Engineers (SAE Standards).

The wiring harness utilizes AMP "Mate-N-Lok II" connectors.



The harness supplying the rear brake, turn, back up and license plate light utilizes an extruded, molded pigtail manufactured by Hermac. Tail light harnesses are manufactured using Ford OEM terminals and connectors with no splices.



Door ajar systems utilize automotive grade non-contacting magnetic switches instead of a mechanical plunger switches used by other manufacturers. These eliminate future adjustments and mechanical failures.

Windows:

Tempered Top-T Slider windows are standard in passenger cabin.



Passenger windows are 36" wide and 36" high. One smaller 36"X24" window is allowed on each sidewall to accommodate certain floorplans.

Egress windows are provided in sufficient numbers to comply with all FMVSS requirements.

Side windows tinted 20% gray density with 31% light transmission

Window ajar system uses automotive grade custom designed magnetic reed switches. Other manufacturer's use residential type switches that typically fail due to the vibration and shock of an automotive environment.

Interior Specifications:

Modesty Panels behind entry door and driver seat are grey padded vinyl.



Interior walls are FRP light gray, interior ceiling is gloss light gray FRP.

All transition pads and the driver area are covered with grey padded vinyl.



Lighting:

Exterior lights to be LED with the exception of the two clear incandescent backup lights, marker and clearance lights, doorway lighting and lighting supplied with the chassis.



Interior lights to be incandescent and mounted in transition pads located at ceiling/sidewall interface.



Red interior emergency lights to be located above each egress window.



Para-transit Equipment:

Passenger entryway grab rails parallel to entry steps and compliant to ADA regulation.



Braun/Ricon W/C Lift meeting the requirements of FMVSS 403 and installed in accordance with FMVSS 404.

Q'Straint QRT Deluxe Tie Down systems installed in "L" track recessed into the floor.



ADA Decals and signage including Priority Seating to be provided as required per ADA regulations.

Double W/C Door with windows same height as passenger windows, (all lighting requirements to be provided as required per ADA regulations).

Microprocessor controlled ADA Interlock system to be utilized with W/C door option.

Exterior Finish and Paint:

The exterior body will match Ford white on the chassis.

Miscellaneous Equipment:

- Front and rear mud flaps
- Back up alarm
- 16 unit First Aid Kit
- 5 lb Fire Extinguisher
- Reflective triangles in box
- Belt Cutter

Floor Plan:

Warranty:

Body warranty of 3 years or 36,000 miles parts and labor. Structural warranty of 6 years or 72,000 miles.

The major subcomponents, including but not limited to, the Wheelchair Lift, the Wheelchair Tie Downs, the Passenger and Driver seats, and the rear Air Conditioning Systems will be warranted by the manufacturer of that component. Detailed Warranty coverage for these individual components is provided with each Para-transit vehicle.

Chassis Warranty is provided by Ford and is the standard OEM warranty.



ELECTRICAL SPECIFICATIONS

Breaker box for the Para-transit vehicle body located above the driver door in an ABS non-conductive vacuum formed tub with door.

A microprocessor controlled printed circuit master control board with no electrical relay type switches. Contains red LED's to indicate each circuit's status. When a switch or other devices is activated, the LED lights up.

Manual reset circuit breakers with red indicator light when breaker must be reset

Wiring is color coded and labeled, (not numbered), for function and complies with all the requirements of the Society of Automotive Engineers (SAE Standards).

The wiring harness utilizes AMP "Mate-N-Lok II" connectors where possible . Some connections are made using Molex pre-insulated terminals which are ratchet non-release type connections. Connections made inside the partially completed vehicle are done using a Stak-on crimping too. All connections are tested after installation

The wiring is protected by Empire, Inc. plastic loom

The harness supplying the rear lights utilizes an extruded, molded heavy duty jacketed GXL cable which hermetically seals the wires, terminals and each connection point

Body switches located in switch pod on engine cover. Switch function is denoted on each switch. Switches are backlit using incandescent lightbulb



STRUCTURAL SPECIFICATIONS

Body Side Wall Framework Construction:

Vertical Steel 16 Gauge Roll Formed Steel, (nominal dimensions 1" X 2"), and 1" x 2" steel tubing vertical support columns, in conjunction with 1" x 1" steel tubing for both lateral and vertical support.

Vertical support columns equally spaced on standard 38" Max. on-center dimensions.

All non-supporting members, (i.e. window and door frame structures), constructed of 16 gauge 1" x 1" and 1" x 2" steel tubing.

Completed sub-assembly of body sidewall structure framework are thoroughly cleaned and then completely prepped with an EPA approved water soluble based gray primer prior to lamination process stage outlined below.

Body Rear Wall Framework Construction:

Body Rear wall framewor constructed of 16 gauge steel tubing welded together to form the back of the steel cage.

Completed sub-assembly of body rear wall structure framework is thoroughly cleaned and then completely prepped with an EPA approved water soluble based gray primer

Body Roof Structure Framework Construction:

Body roof framework constructed using 16 Gauge hot rolled steel roof bows spaced on standard 26" centers, max.

Individual roof bows are "capped" over the open top of the bow with crimped and welded 16 gauge steel plate, (hat section).

One or two roll bars, (depending upon length of Para-transit vehicle), fabricated from 7 gauge 1.25" x 1.25" formed steel tubing is incorporated into roof structure to provide additional strength.

Completed sub-assembly of body roof structure framework is thoroughly cleaned and then completely prepped with an EPA approved water soluble based gray primer prior to lamination process stage outlined below

Body Floor Structure Framework Construction:

Steel subfloor fabricated utilizing cross-members comprised of 12 gauge steel "G" sections with a nominal height of 4.5" minimum.

Steel sub-floor cross-members are welded to 12 gauge 1" x 3.5" steel C-channel sections forming a unitized solid steel floor framework.

Seat track sections of 12 gauge steel and designed to the OEM seat manufacturer's, (Freedman), specifications are securely welded directly to floor and sidewall framework.

Completed sub-assembly of body floor structure framework is thoroughly cleaned and then completely prepped with an EPA approved water soluble based gray primer prior to assembly to the OEM chassis.

Steel sub floor structure is isolated from the chassis by means of standard Ford OEM supplied elastomeric body isolation mounts. The sub floor is bolted to the OEM chassis frame through the individual body isolation mounts utilizing Ford OEM bolts, nuts and washers. Body isolation mount bolts are tightened to the proper Ford QVM torque specification as specified in the Ford body-builders specification manual.

Wheelwells are two piece design of welded 11 gage steel

Body Exterior & Interior Panel Construction:

Body panels comprised of both exterior and interior "layered" panels that are vacuum laminated to the body structure framework sub-assemblies, (curbside wall, streetside wall, rear wall and roof structure frameworks).

Exterior wall body panels comprised of 0.040" thick aluminum panels having baked white gloss enamel finish, (matching exterior color of Ford OEM cab).

Exterior aluminum panels vacuum laminated to 0.11" lauan plywood panels utilizing a moisture cured, high contact urethane adhesive.

Front cap and transition pieces are molded, gel-coated fiberglass. Rear cap pieces are composit material

Interior wall body panels comprised of 0.040" Fiber-Reinforced-Plastic, (FRP), gloss light gray in color. Interior wall body panels to be vacuum laminated to 0.11" lauan plywood panels utilizing a moisture cured, high contact urethane adhesive.

Roof Exterior & Interior Panel Construction:

Roof panels comprised of both exterior and interior "layered" panels that are vacuum laminated to the roof structure framework sub-assembly.

Exterior roof panel comprised of a single seamless 0.040 FRP panel having an exterior gloss white finish which matches the color of the body's exterior painted aluminum side and rear wall panels, and the exterior color of the Ford OEM cab.

Exterior seamless FRP roof panel vacuum laminated to 0.11" lauan plywood panels utilizing a moisture cured, high contact urethane adhesive. (Seams are allowed only at the junction of the front cap and the junction of the rear cap.).

Interior roof panel comprised of a single seamless 0.040 FRP panel having a standard gloss gray finish matching the color of the body's interior FRP rear and side wall panels

Interior seamless FRP roof panel vacuum laminated to 0.2" lauan plywood panels utilizing a moisture cured, high contact urethane adhesive.

Final Stage Body Construction:

All cavities and voids present in the structure framework of the body sidewall, rear wall and roof sub-assemblies are completely filled with 1.063 lb, high density beadboard insulation of the proper thickness, prior to the final vacuum lamination of the interior and exterior body and roof panels to their respective body structure framework.

Exterior and interior side wall panels are vacuum laminated to the steel structure framework of the individual body, side and rear wall sub-assemblies utilizing a moisture cured, high contact urethane adhesive.

Finished laminated body sidewalls, rear wall and roof sub-assemblies are welded to the chassis mounted body floor structure framework, thus providing a complete unitized body with integrated steel superstructure.

All exterior and interior seams and joints are thoroughly caulked utilizing MS35 structural adhesive caulking to insure a complete watertight seal of the body.

Fender flares and caps are secured to the bus body using stainless steel screws treated with anti-corrosion material which will be exposed on the finished bus

Front cap is comprised of gel-coated fiberglass. Rear cap is comprised of ABS plastic with a Corad film for UV protection.

Standard Entry Door Steps

Sidewalls are constructed of 14ga steel

Steps are constructed of 11ga steel

Primed with gray self-etching primer

Rear and Wheelchair Doors

Door panel materials:

1 3/16" EPS Foam, 1 1/8" x 1 1/8" aluminum tubing and 2.7mm Luan core laminated together with overlaments of .060 plastic interior skin and .030 aluminum exterior skin. Panel and opening are trimmed with 400 Series aluminum.

Structural framing of opening:

1" x 2" x 16ga steel tubing

1" x 1" x 16ga steel tubing

11ga Wheelchair Door Jamb Assemblies (wheelchair door only)

Dimensions

Exterior width 93 1/2" when measured from sidewall to sidewall

Exterior height 113 1/2" standard floor, 115 1/2" raised floor

Interior width 91 1/4" when measured from sidewall to sidewall

Interior height 77" standard floor, 75" raised floor

Passenger entry ground to first step 11 1/2" to 12 1/2"

Passenger entry step depth 11" standard floor, 8 1/2" raised floor

Passenger entry step riser 9" standard floor, 7 1/2" raised floor

Testing & Compliance

STURAA TEST

7 YEAR

200,000 MILE BUS

from

**ELKHART COACH
DIVISION OF FOREST RIVER INC.**

MODEL ECII 186/313

DECEMBER 2005

PTI-BT-R0516

PENNSTATE



The Pennsylvania Transportation Institute

201 Research Office Building (814) 865-1891
The Pennsylvania State University
University Park, PA 16802

Bus Testing and Research Center

2237 Old Route 220 N. (814) 695-3404
Duncansville, PA 16635

EXECUTIVE SUMMARY

Elkhart Coach submitted a model ECII 186/313, diesel-powered 19 seat (including the driver) 26-foot bus, for a 7 yr/200,000 mile STURAA test. The odometer reading at the time of delivery was 095.0 miles. Testing started on September 13, 2005 and was completed on December 9, 2005. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on September 22, 2005 and was completed on November 29, 2005.

The interior of the bus is configured with seating for 19 passengers including the driver and one wheel chair position. Free floor space will accommodate 9 standing passengers resulting in a potential load of 28 persons + 1 wheel chair position. At 150 lbs per person, this load results in a measured gross vehicle weight of 4,200 lbs. + 600 lbs (1 wheel chair position) = 4,800 lbs. In order to avoid exceeding the GAWR (9,450 lbs) of the rear axle, ballast for all 9 standing passengers was eliminated. This reduction from full capacity resulted in an adjusted measured gross vehicle weight of 13,820 lbs and was used for all dynamic testing. The middle segment was performed at a seated load weight of 13,820 lbs and the final segment was performed at a curb weight of 10,300 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures, and a complete and detailed listing of scheduled and unscheduled maintenance are provided in the Maintainability section of this report.

Accessibility, in general, was adequate. With the exception of the alternator, components covered in Section 1.3 (repair and/or replacement of selected subsystems), along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted. Access to the alternator was very limited.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no Class 1 or Class 2 failures. Of the 13 reported failures, seven were Class 3 and six were Class 4.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 16.19 seconds.

The Shakedown Test produced a maximum final loaded deflection of 0.266 inches with a permanent set ranging between 0.001 to 0.006 inches under a distributed static load of 11,100 lbs. The Distortion Test was completed with all subsystems, doors

and escape mechanisms operating properly. No water leakage was observed throughout the test. All subsystems operated properly.

The test bus was not equipped with any type of tow eyes or tow hooks, therefore, the Static Towing Test was not performed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear, therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 8.1 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 6.46 mpg, 6.90 mpg, and 10.65 mpg respectively; with an overall average of 7.43 mpg.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.



FMVSS/CMVSS Compliance Summary - 2012

The following information describes briefly the FMVSS standards and the Compliance Action that has been taken by either Elkhart Coach, the chassis manufacturer or both. This summary is not intended to replace the standards on file at Elkhart Coach, but is intended to briefly describe and summarize them.

FMVSS No.	Standard Description	Compliance Action
101	Control Location, Identification and Illumination	Elkhart Coach does not alter the OEM controls or displays. Any added components, controls or displays subject to the standard meet this standard.
102	Transmission Shift Lever Sequence, Starter Interlock & Transmission Braking Effect	Compliance is deferred to the chassis manufacturer.
103	Windshield Defrosting & Defogging Systems	Compliance is deferred to the chassis manufacturer.
104	Windshield Wiping & Washing Systems	Compliance is deferred to the chassis manufacturer.
105	Hydraulic Brake Systems	Test data kept on file for vehicles that have had the frame stretched, or have had other system modifications.
106	Brake Hoses	Brake hoses are not altered. Compliance is deferred to the chassis manufacturer.
108	Lamps, Reflective Devices & Associated Equipment	Elkhart Coach does not alter OEM lighting. Additional lighting to include brake, turn, clearance and reverse lamps meet standard. Data on file.
111	Rear View Mirrors	All aftermarket mirrors installed by Elkhart Coach meet this standard and DOT regulations.
112	Headlamp Concealment Devices	Elkhart Coach does not manufacture vehicles with headlamp concealment devices.
113	Hood latch systems	Compliance is deferred to the chassis manufacturer.
114	Theft Protection	Compliance is deferred to the chassis manufacturer.
115	Vehicle Identification Number	Compliance is deferred to the chassis manufacturer.
116	Hydraulic Brake Fluids	Elkhart Coach does not alter brake systems. Vehicles with stretched frames have additional fluid added by the facility performing the chassis stretch using OEM instruction and materials. All other system modifications utilize only OEM-approved fluid.
118	Power Operated Window, Partition, and Roof Panel Systems	Compliance is deferred to the chassis manufacturer.
120	Tire Selection and Rims for Motor Vehicles Other Than Passenger Cars	Compliance is deferred to the chassis manufacturer.
121	Air Brake Systems	All vehicles manufactured by Elkhart Coach are not equipped with air brake systems.
124	Accelerator Control Systems	Elkhart Coach does not alter the OEM accelerator system, with the exception of the addition of aftermarket fast idle systems on some vehicles. These systems meet this standard when installed in accordance with instructions.
203	Impact Protection for the Driver from the Steering Control System	Compliance is deferred to the chassis manufacturer.



FMVSS/CMVSS Compliance Summary - 2012

The following information describes briefly the FMVSS standards and the Compliance Action that has been taken by either Elkhart Coach, the chassis manufacturer or both. This summary is not intended to replace the standards on file at Elkhart Coach, but is intended to briefly describe and summarize them.

FMVSS No.	Standard Description	Compliance Action
204	Steering Control Rearward Displacement	Compliance is deferred to the chassis manufacturer.
205	Glazing Materials	No modifications are made to the OEM Glazing materials. Additional glazing materials meet the standard. Test data on file.
207	Seating System	All seating installed by Elkhart Coach meets this standard. Test data on file.
208	Occupant Crash Protection	No alterations are made to the OEM seat belts, air bag systems or associated hardware. Any seat belt systems added meet the standard. Test data on file.
209	Seat Belt Assemblies	No alterations are made to the OEM seat belts or associated hardware. Any seat belt systems added meet the standard. Test data on file.
210	Seat Belt Assembly Anchorage	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Test data on file.
212	Windshield Mounting	Compliance is deferred to the chassis manufacturer.
217	Bus Window Retention and Release	No modifications are made to the OEM windows. Additional windows meet the standard. Test data on file.
219	Windshield Zone Intrusion	Compliance is deferred to the chassis manufacturer.
220	School Bus Rollover Testing	All vehicles manufactured by Elkhart Coach are not completed to be used as school buses, however, Elkhart Coach has tested to this standard.
221	School Bus Body Joint Strength	All vehicles manufactured by Elkhart Coach are not completed to be used as school buses, however, Elkhart Coach has tested to this standard. Test data on file.
222	School Bus Passenger Seating and Crash Protection	All vehicles manufactured by Elkhart Coach are not completed to be used as school buses.
225	Child Restraint Anchorage Systems	All vehicles manufactured by Elkhart Coach exceed the applicability of this Standard (10,000 lbs GVWR). Elkhart Coach makes no statement as to conformity to this Standard.
302	Flammability of Interior Materials	All materials installed in the interior of Elkhart Coach products meet the standard. Test data on file.
303	Fuel System Integrity of Compressed Natural Gas Systems	Elkhart Coach does not typically produce vehicles with CNG systems. All vehicles equipped with CNG systems exceed the applicability (10,000 lbs. or less) of this standard.
304	Compressed Natural Gas Fuel Container Integrity	Elkhart Coach does not typically produce vehicles with CNG systems. All vehicles equipped with CNG systems exceed the applicability (10,000 lbs. or less) of this standard.
404	Platform Lift Installation on Motor Vehicles	Elkhart Coach installs wheelchair lifts according to manufacturer instructions and direction. Installations are verified and tested. Elkhart Coach has performed load testing to verify compliance. Test data on file.

How to Perform Water Test on Completed Vehicle

Applicable Documents:

EC4FR5BR – External Inspection Findings Worksheet – This form is used to note all defects found during inspection. Water leaks found during the water test are to be noted on this form.

Note: This test is to be performed at the approved Forest River Water Test Booth, which contains over 250 nozzles spaced at 4-inch intervals with a pressure of 65 psi. The nozzles are directed at the top and sides of the bus from a peripheral nozzle ring that surrounds the outside of the bus. The booth is capable of testing buses up to 40-ft. in length.

Instructions:

- Enter Water Test Booth. Make sure all windows and doors are tightly closed.
- Allow bus to remain in the booth under the water spray for at least 15 minutes. Note all water leaks and document on the External Inspection Findings worksheet as noted below.



External Inspection Findings Worksheet

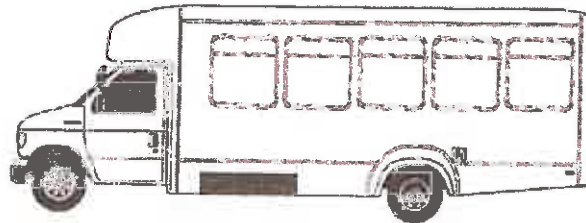
Unit Number: _____

1

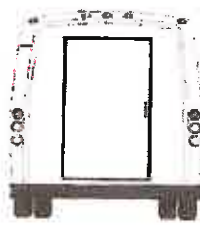
Note all defects below. Be specific about type of damage. Items include but are not limited to:
 Paint Chips, Scratches, Glue, Cracks, Graphics or Decal defects.

Notes: _____

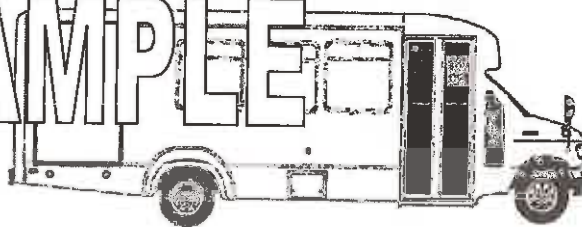
2



3



SAMPLE



Water Test – circle all leak points above and describe here:

4

EC4FR5BR

Revision Level: A

Revised: 5/19/2006

Released: 2/24/2006

Originator: Bill Dettman

Revision Date:

Rev. Level: Release

Approval: Rick VanLandingham

Issue Date: 12/4/2006

Page 1 of 2

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Important Note: A printed copy of this document may not be the document currently in effect. To verify the controlled version, or to obtain a copy, please contact the **ISO Management Representative**.



Note all defects and water leak points. Please print clearly.

1. Write the bus order number in this space.
2. Note all external defects other than water leaks in this space.
3. Circle the areas on the bus body where leaks or other defects are found. Make notations as needed for clarification of the defect type.
4. Retain the completed form in the unit documentation.

Upon completion of the test, return the unit to production and repair all areas noted. After all repairs are complete, the unit is to be retested to make sure it is leak-free.

References:

- EC2SP100 – Inspection and Testing Procedure
- EC2SP131 – Control of Nonconforming Product (Sort and Rework) Procedure

Revisions:

List all revisions made to this document.

Revision Level	Revision Date	Description

Originator: Bill Dettman
Approval: Rick VanLandingham

Revision Date:
Issue Date: 12/4/2006

Rev. Level: Release
Page 2 of 2

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**Warranty & Service
Documentation**



Elkhart Coach

Warranty Coverage

ELKHART BODY:

Structure: 6 Years, 72,000 miles

Body Components & Workmanship: 3 Years, 36,000 miles

CHASSIS:

OEM Manufacturer's Warranty

Ford Gas: 3 Years, 36,000 Miles / 5 Years- 60,000 Miles Powertrain Only

Ford Diesel: 3 Years, 36,000 Miles / 5 Years – 100,000 Miles Powertrain Only

OTHER APPLICABLE WARRANTIES:

FLOOR COVERING: 5 Years, Unlimited Miles

TRANS/AIR A/C: 2 1/2 years, Unlimited Miles

ACC SYSTEMS: 3 Years. 75,000 Miles – Minimum 2 Years Unlimited Miles

FREEDMAN SEATING: 5 years, Unlimited Miles – Seat Frame & Foam

1 Year Fabric for Level 1 & 2

2 Years Fabric for Level 3 and Up

DOORS: 2 Years, 24,000 Miles

RADIO: 1 Year, Unlimited miles

MOR/RIDE SUSPENSION: 3 Years, 75,000 Miles

UPGRADED NON-OEM ALTERNATOR: 18 Months, 75,000 Miles

BRAUN W/C LIFT

Parts and Labor: 3 Years, Unlimited Miles

Powertrain Parts Only: 5 Years, Unlimited Miles

RICON W/C LIFT

Parts and Labor: 5 Years Limited / 1 Year, Labor

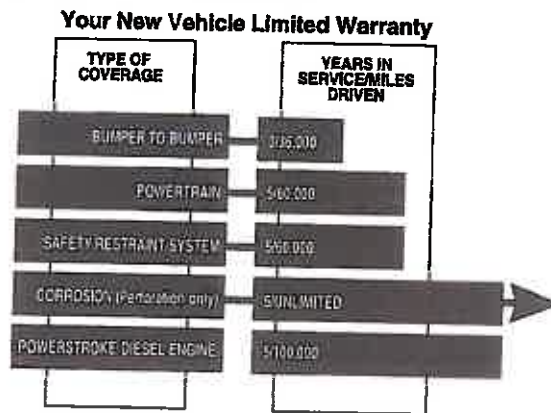
Powertrain Parts Only : 5 Years, Unlimited Miles

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- ➔ **What is Covered?** (pages 8-12)
- ➔ **What is Not Covered?** (pages 12-15)

WHAT IS COVERED?

Your **NEW VEHICLE LIMITED WARRANTY** gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 14 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine**: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, electronic engine control unit, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, thermostat, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

Transmission: all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive axle housing (including all internal parts), drive shaft, propeller shafts, retainers, supports, seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the PowerStroke Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, engine control module, high pressure fuel injection pump assembly, electronic driver unit, injectors, injection pressure sensor, fuel rail pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor,

exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 17-31.

If you own or lease a 2013-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida.

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such as driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a certified emissions part) or any part (Ford or non-Ford) designed

for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips"

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (whichever ever occurs first), even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- wiper blades*
- wheel alignments and tire balancing*
- brake pad/lining*

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.
- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions. Some examples include:

- Loss of personal recording media, software or data
- Failure to provide proper installation environment
- Damage caused by:
 - abnormal use such as insertion of foreign objects, fluid spillage
 - unauthorized modification to alter functionality or capability
 - computer or internet viruses, bugs, worms, Trojan Horses, cancelbots
 - installation of unauthorized software, peripherals and attachments
 - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
 - the defective function of your cellular phone or digital media device (i.e., inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 36)
- Aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.

TESCO Literature

COMPANY HISTORY

Since 1937, TESCO has given its customers the service and expertise they deserve. The over 75 years of superior products and service given to customers has granted the company its *Proven Quality and Trusted Name*.

In TESCO's early days, school bus sales were a primary focus, until current CEO, Noel Graham Sr., helped the company shift into the commercial bus market. The current management team, led by President, Bud Graham, has expanded the product line and territory over the last decade. Originally serving the Northwest Ohio area, TESCO steadily gained customers throughout the Great Lakes states, eventually becoming the leading bus distributor throughout Ohio, Michigan, Indiana, Kentucky, and West Virginia.

Today, TESCO does business throughout the entire nation, as well as the surrounding countries. This continual territory expansion has made TESCO one of the nation's largest and most successful bus distributors.





Proven Quality. Trusted Name.

FACILITY

TESCO operates from three facilities in the Great Lakes region of the USA. The primary facility, located in Oregon, Ohio, includes executive office space, a full service graphics design and production department, and over 20,000 square feet of service garages capable of housing up to twelve large buses. The facility grounds can also store over 200 buses awaiting sale or service, giving TESCO the ability to stock a full inventory of vehicles.

The second TESCO location, located just two miles from the main office, houses the used vehicle department and parts division. This facility has an additional eight large bus service bays, grounds to store a full inventory of used vehicles, and 10,000 square feet of office space.

Our third facility is located in Clayton, North Carolina. This location has been added to the TESCO family for the convenience of our southern customers. With this facility being centrally located in the state, it allows for an easier purchasing experience that is close to home. Two service bays are located at this facility along with grounds that store vehicles ready for purchase.

