



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

# Request for Quotation

RFQ NUMBER
PTR07006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF PUBLIC TRANSIT  
 BUILDING 5, ROOM 830  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0432 304-558-0428

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/28/2006				
BID OPENING DATE: 10/17/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		968-47		
<p>INSPECTOR</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF PUBLIC TRANSIT, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH A RESIDENT VEHICLE INSPECTOR TO PREPARE, REVIEW, AND AMEND TRANSIT VEHICLE SPECIFICATIONS FOR PROCUREMENT.</p> <p>ALSO TO PROVIDE TECHNICAL ASSISTANCE IN EVALUATING SUBMITTED BIDS, ON-SITE QUALITY ASSURANCE, PRODUCTION MONITORING AND TO ENSURE COMPLIANCE UNDER THE FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MAY BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. DEADLINE FOR TECHNICAL QUESTIONS IS OCTOBER 5, 2006 AT 5PM. QUESTIONS REGARDING SUBMISSION OF BID MAY BE SUBMITTED AT ANY TIME AND IN ANY FORMAT.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



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<p>NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE</p>						

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<p>APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

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THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 21 RFQ. NO.: PTR07006 BID OPENING DATE: 10/17/2006 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ PTR07006 ***** TOTAL: _____						

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The West Virginia Division of Public Transit is requesting quotations from qualified individuals or firms to conduct transit bus line inspection and secondary in plant quality assurance services. The overall goal of these services is to ensure that each of the vehicles being procured is manufactured in compliance with 49 CFR Part 663, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases".

The purpose of this project is to provide production line inspection and quality control for the buses manufactured, in compliance with 49 CFR Part 663 and to perform a post delivery audit as set forth in 49 CFR Part 663.37.

Many of the procurements will not be required to meet all of the guidance found in 49 CFR Part 663.

The work shall take place during the time that buses are in production (Production is defined as the period beginning when the first assembly of components begins by the manufacturer through delivery).

The award of the bid may be made to multiple vendors.

1. **TECHNICAL APPROACH.** The successful vendor shall ensure an effective in-plant program by the awarded Manufacturer; observe all bus assembly operations and pre-delivery testing procedures prior to shipment to the West Virginia Division of Public Transit. Contractor's inspection efforts will include, but not be limited to the following tasks:
  - 1.1. Detect and promptly ensure the correction of any condition that might result in the production of deficient vehicle systems or assemblies. Review and comment on manufacturers; change to any part, assembly, or equipment, particularly as it may affect compliance with specification, systems longevity, and/or maintenance costs.
  - 1.2. Review and comment on all change order requests.
  - 1.3. Observe The Manufacturer's inspection of the buses and their subassemblies and the monitoring of tests.
  - 1.4. Maintain inspection records for each bus including descriptions of articles that were rejected and resolution of identified deficiencies.
  - 1.5. Observe measured inspection on alignment, system operations and water leaks.
  - 1.6. Perform the "Buy America: post delivery audit, pre-delivery inspection as required and road test of completed buses and accept or reject the results. Pre and Post Delivery requirements must be submitted within one week of receipt of purchase order and after finished inspection.
  - 1.7. Authorize release of each bus for shipment upon approval of all necessary corrections.

2. **MANUFACTURING INSPECTION PROCESS.** Contractor will insure that In-Plant Quality Control/Assurance consists of four phases, Pre-Inspection Activities, In-Plant Quality Control Process, Production Line Inspection of the vehicles and the Final Vehicle Evaluation.

2.1 **Pre-Inspections Activities.** Pre-Inspections Activities are tasks that must be completed by the inspectors prior to arriving at the Manufacturer's location. These tasks act as tools for the inspectors to conduct a thorough vehicle inspection.

- a) Reviewing the Code on Federal Regulation and the Society of Automotive Engineers Standards to reference the Manufacturer's practices: Contractor's inspectors will review the Manufacturer's Quality Assurance Manual to assure that they will meet all Federal Regulations as outlined. This will also make the inspectors aware of areas that may need to receive additional attention during the in-plant inspection.
- b) Reviewing the State Vehicle Regulations: Contractor's inspectors will obtain a copy of State of West Virginia's Vehicle Regulations and will assure the Manufacturer's manufacturing practices meet the regulations for safety and accessibility before the vehicles are delivered.
- c) Reviewing the vehicle specifications: Contractor's inspectors will conduct a detailed review of the vehicle specifications and become thoroughly familiar with any specialized items that have been requested for the vehicles.
- d) Measuring ADA Compliance: Contractor's inspectors will assure that all ADA regulations are met by the Manufacturer.
- e) Establishing In-Plant Communication: Contractor's inspectors will identify the manager/supervisor responsible for each stage of the manufacturing process so that problems can be corrected in a timely matter.
- f) Provide the Division of Public Transit with all Pre Award Certifications for original purchase order of inspections to be performed.

2.2 **In-Plant Quality Control Process.**

- a) Review and comment on all change order requests: Contractor inspectors will verify that any recommendation or changes for improvement were made.
- b) Maintaining Records: Throughout the inspection process, Contractor inspectors will maintain records on each vehicle. The records will contain information such as descriptions of each article that were rejected and resolution of identified deficiencies.

- c) Production Line Inspections of the Vehicles: During the line inspection, Contractor inspectors will examine every aspect of the vehicle.
- 2.3. **Production Line Inspection of the Vehicles.** Contractor inspectors will review the quality of work on each vehicle during each critical build-up stage of manufacturing at the Manufacturer location. Contractor inspectors will assure that all specifications (Property, State, and Federal) are met before the vehicle is moved into the next stage of manufacturing. During the vehicle production line inspection, emphasis will be placed on specification review, matching of the bodies, installation of the sub-floor, undercarriage, electrical installation, brakes, wheelchair lift, air conditioning, differential, and interior seating. Contractor's inspection efforts during the production phase will include, but are not limited to the following:
- a) Welding of subassemblies/review of weld quality.
  - b) Critical build-up of subassemblies and modular sections prior to joining into larger coach modules.
  - c) Identification and repair of hydraulic, air conditioning, and fluid leaks.
  - d) Torque of critical bolts and fasteners.
  - e) Routing of wiring and protection from abrasion and sharp edges.
  - f) Integrity of circuit terminals in application and installation.
  - g) Alignment of doors and hinges, floor covering, ducting, interior and exterior panels, moldings, seat supports.
  - h) Proper grade bolts, appropriate type and application of blind fasteners.
  - i) Proper thickness, type, and adhesion of undercoating, sealants, interior and exterior paint, and primers.
  - j) Proper materials, routing and support of rigid and flexible lines for steering, transmission, pressure and temperature sensors, coolant, brakes, wheelchair ramp primary connections and manual override systems.
  - k) Installation and function of heating and air conditioning piping, sensors, compressor support and vibration isolation.
  - l) Front suspension alignment checks.
  - m) Suspension and shock absorber installation.
  - n) Junction and component boxes-Verify location and integrity of junction boxes for electrical components.



- o) Drive train components and supporting electrical, hydraulic, and fluid systems.
- p) Verify the proper installation, alignment, and operation of the wheelchair lift.
- q) Verify rattle-free installation of barriers and panels.
- r) Verify easy access to components mounted behind paneling.
- s) Seating-Verify type and arrangement of passenger seating including wheelchair positions and tie downs.
- t) Verify all interior doors for appearance, fit, and function, panels for door operating mechanisms, and other doors with or without special tools as specified.
- u) Passenger Assists-Verify presence and location of specified stanchions or handholds.
- v) Review bus for SAE recommended practices-CFR 49 Regulatory Issues-FMVSS compliance.

2.4 **Final Vehicle Evaluation.** Before the vehicles are delivered to the West Virginia Division of Pubic Transit, Contractor's inspectors will conduct a final total inspection. During this inspection, Contractor inspectors will review all areas that were identified during the production inspection and assure that the necessary adjustments were made. In addition to areas already identified, the inspectors will conduct a final inspection on the entire vehicle to assure the vehicle will be in satisfactory condition at delivery. The following are some but not necessarily all inspections that will occur during the vehicle's final evaluation:

- a) Interior
  - (1) Driver Controls-Verify accessibility and function of all switches and controls, ankle motion, grouping of controls, identification of prime controls, door control function.
  - (2) Instrumentation-Verify location, function, and readability of instruments and indicators with steering wheel in straight ahead position.
  - (3) Interior Trim General Requirements-Verify absence of inaccessible maintenance areas, protuberances, sharp or abrasive edges.
  - (4) Trim Panels-Verify trim materials, surfaces, and carpeting or panels of textured stainless steel, anodized aluminum, or plastic as specified; verify painted areas free of dirt, runs, and peel.

- (5) Exit Signal- If specified, verify presence and function of chimes and switch tapes located near interior lighting fixtures with driver-controlled by-pass switch.
- (6) Inside Mirrors-Verify presence and adjustability of inside mirrors and that their placement does not obscure right outside mirror.
- (7) Radio System-Verify space for radio; verify presence of specified protected lead as applicable.
- (8) Windows-Verify that all windows are distortion free and contain no scratches. Verify proper opening and closing functions and proper weather sealing. Check for proper emergency release function.
- (9) Wheelchair Lift - Verify accessibility and function of all switches, controls, cycle counters, and safety sensors. Verify level, and angles of platform, handrails, and barriers. Verify weight requirements of platform and smooth operation of lift.

b) Exterior

- (1) Body-Inspect for fit and sealing (especially where fiberglass panels join the cab), lack of distortion and strain points at fasteners, proper sealing and finish.
- (2) Rain Gutters-Verify installation of rain gutters over the passenger windows and doors; inspect for dams or obstructions in gutters.
- (3) Doors-Inspect door installation for fit and sealing, check for proper closure and tightness. Check for safety control, proper wiring and line routing.
- (4) Exterior Lighting-Verify type and function of headlights, marker lamps, turn signal lights, and curb area lighting.
- (5) Outside Mirrors-Verify specified mirrors, rear field of vision.
- (6) Exhaust Locations-Verify specified exhaust pipe routing and installation for proper discharge and absence of leakage.
- (7) Fuel Tank and Filler-Verify fuel filler and tank installation per specifications.
- (8) Bumper Material-Verify manufacturer specified color and material.

c) Engine Compartment

- (1) Inspect installation; check for improper line or wire routing; inspect for leaks and possible long-term problem situations.

- (2) Listen for abnormal noises; check for harmonic vibrations in lines, and line support if required.
  - (3) Inspect manufacturer modifications for design and installation integrity and possible OEM warranty conflicts.
  - (4) Batteries-Verify rating of batteries; verify correct positioning and securement.
- d) Road Test. As part of the final inspection phase on buses inspected, the Contractor inspectors would witness each road test, riding each bus and listening for abnormal power train noises and interior rattles as well as observing for proper shift points, acceleration, braking performance, ride quality, and appropriate functioning of other major mechanical systems.
- 2.5 **Post Delivery Inspection.** Contractor inspectors will develop a final inspection format for use in acceptance of each completed bus. This format will be presented to the West Virginia Division of Public Transit for acceptance. Any necessary modification will be completed prior to audit of the first bus.

The successful vendor will submit a detailed final report compiled for each vehicle based on the production processes through assembly. The final report shall contain sufficient detail so that the West Virginia Division of Public Transit may determine that each vehicle has been completed to the required and/or all applicable standards of quality.

The successful vendor shall submit the following deliverables:

- a) Detailed Inspection records including suggested FTA inspection forms for each vehicle based upon constant monitoring of the production process by the inspection team.
- b) Post Delivery report on each type of vehicle. The Post Delivery shall include all certifications required by 49 CFR 663, a copy of the vehicle manufacturers self certification of compliance to FMSS, Post Delivery Buy-America checklist, and a technical specification initialed and dated by the successful vendor's inspection team. **Post Delivery report shall be sent to the Division of Public Transit within (1) one week after final inspection is conducted on completed purchase order.**
- c) Bi-weekly reports to the West Virginia Division of Public Transit. Reports shall include weekly activity reports for the inspection at each plant, a chart listing the progress of each coach, hours of inspection service provided and highlights and/or concern for the two-week period.
- d) Written monthly report to be submitted to the West Virginia Division of Public Transit. The report will address, but not be limited to:

- (1) Status of the Project Budget, to be expressed in terms of dollar amount and the percentage of the budget remaining.
- (2) Current number of vehicles inspected and the number of vehicles delivered to the West Virginia Division of Public Transit.
- (3) Project status, for each project, to include the daily inspector's production reports as well as the On-Line Inspectors summation of these reports.
- (4) Project status overview.
- (5) General Overall Comments.

### 3.0 **General Requirements.**

Resident Inspector shall have at least a minimum of 5 years of transit on-site quality assurance and technical assistance experience related to transit vehicle procurement and specifications.

Participate in the development of transit vehicle specifications, by reviewing the current specifications, making recommendations for changes and reviewing final vehicle specifications.

Review, evaluate and recommend as necessary requests for deviations from, or approved equals to, bid specifications.

Perform pre-award audits of bidders as may be required to ensure compliance with contractual mandates.

Attend pre-bid and pre-production meetings as required. Travel will be required to Charleston, WV for the pre-bid meetings and to the factory location for the pre-production meetings. Estimated travel to meetings is one trip to each type of conference pre year.

Provide on-site factory quality assurance and production monitoring where required for vehicles procured under the West Virginia Division of Public Transit and other vehicles as may be required.

Provide the Division of Public Transit an email address for the on site inspector for communication information purposes.

Provide appropriate and timely documentation required by the Federal Transit Administration and the West Virginia Division of Public Transit, as necessary, of the activities undertaken in Section 2.5 subsections 1-5.

Provide other appropriate vehicle procurement technical services as the occasion arise.

Provide updates to West Virginia Division of Public Transit on changes in the transit industry which would affect types of vehicles procured by the Division.

Must follow attached federal terms and conditions.

The bidder must provide current documentation outlining experience as required.

Work as a liaison between the manufacturer, vendor, and the Division of Public Transit.

This contract may be renewed upon mutual written consent of the Division of Public Transit and the successful vendor. Such request for renewal would be submitted to the Director of Purchasing thirty (30) days prior to the expiration date of the awarded contract. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

Successful vendor will be paid for service actually provided. The bid amount shall be all-inclusive. The vendor shall submit a monthly invoice to the West Virginia Division of Public Transit. All travel costs and any other expenses associated with visits to Charleston, WV and the manufacturing plant shall be included in the Bidder's proposed budget for completion of this project.

**Additional charges such as administration costs, travel or lodging will not be allowed.**

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

- 1) Vendor's Federal Employee Identification Number (FEIN)
- 2) Purchase Order Number
- 3) Invoice should reflect actual service cost provided.
- 4) Submit all invoices to:

West Virginia Division of Public Transit  
Building 5, Room 830  
1900 Kanawha Blvd., East  
Charleston, WV 25305

Current manufacturers used are as follows: Subject to change.

1. Goshen Coach
2. Braun Corporation
3. Champion Bus Inc.
4. StarCraft, Inc.

Vendor to insert cost per vehicle as stated below.

	Estimated number of units	Extended Price
1. 11 Passenger Converted Van with Lift:	70	\$ _____
2. 8+2 138" wb Narrow Body Cutaway:	70	\$ _____
3. 12+2 158" wb Cutaway:	70	\$ _____
4. 16+2 178" wb Cutaway:	70	\$ _____
5. 24 Passenger FE Light Duty Transit Bus:	70	\$ _____
6. 24 Passenger RE Light Duty Transit Bus:	70	\$ _____

**TOTAL FOR BID EVALUATION:**

Note: Unit pricing above must be firm and will be used for when awarding the contract for these items. \$ \_\_\_\_\_

These quantities are used for bid evaluation purposes only. Actual quantities may differ. Quantities will be given to the successful vendor upon the placement of each order.

**No Federal Government Obligations to Third Parties**

(1) The WV Division of Public Transit and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the WV Division of Public Transit, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

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

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

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

**Exclusionary or Discriminatory Specifications**

The Vendor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by the WV Division of Public Transit to support procurements using exclusionary or discriminatory specifications.

**Geographic Restrictions**

The Vendor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA.

**Audit and Inspection**

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

**Disadvantaged Business Enterprise (DBE)**

The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The requirements of 49 C.F.R. Part 26 and the WV Department of Transportation's (WVDOT) U.S. Department of Transportation (USDOT) approved Disadvantaged Business Enterprise (DBE) Program are incorporated in the Contract by reference. The Vendor agrees to take all necessary and reasonable steps under the requirements of 49 C.F.R. Part 26 and the USDOT approved Disadvantaged Business Enterprise (DBE) Program (where required) to ensure that eligible DBEs have the maximum feasible opportunity to participate in USDOT approved Contracts. Failure by the Vendor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy as the WV Division of Public Transit deems appropriate.

**Civil Rights**

The following requirements apply to the underlying contract:

(1) **Nondiscrimination**. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with the Age Discrimination Act of 1975, as amended, 29 U.S.C. §§ 6101 et seq. and implementing regulations, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with Section 102 of the Americans With Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans With Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

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

#### Energy Conservation

The Vendor agrees to comply with, and obtain the compliance of its subcontractors, with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

#### Clean Air & Clean Water Requirements

(1) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7414 and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1318, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Vendor agrees to report each violation to the WV Division of Public Transit and understands and agrees that the WV Division of Public Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

#### Application of Federal, State and Local Laws and Regulations

To achieve compliance with changing federal, state and local requirements, the Vendor shall note that federal, state and local requirements may change and the changed requirements will apply to this Contract as required.

#### Labor Provisions

The Vendor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 et seq., esp. § 3702 & 3704) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR § 1926) as they involve the employment of mechanics and laborers.

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

Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (2) of this section, the Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (2) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.

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



which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.

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

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

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

### Termination

#### (a) Termination for Convenience

The WV Division of Public Transit may terminate this contract, in whole or in part, at any time by written notice to the Vendor when it is in the Government's best interest. The Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to the WV Division of Public Transit to be paid to the Vendor. If the Vendor has any property in its possession belonging to the WV Division of Public Transit, the Vendor will account for the same, and dispose of it in the manner the WV Division of Public Transit directs.

#### (b) Termination for Default (Breach or Cause)

If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Vendor fails to perform in the manner called for in the contract, or if the Vendor fails to comply with any other provisions of the contract, the WV Division of Public Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Vendor is in default. The Vendor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the WV Division of Public Transit that the Vendor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Vendor, the WV Division of Public Transit, after setting up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience.

#### (c) Opportunity to Cure

The WV Division of Public Transit in its sole discretion may, in the case of a termination for breach or default, allow the Vendor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Vendor fails to remedy to the WV Division of Public Transit's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Vendor or written notice from the WV Division of Public Transit setting forth the nature of said breach or default, the WV Division of Public Transit shall have the right to terminate the Contract without any further obligation to Vendor. Any such termination for default shall not in any way operate to preclude the WV Division of Public Transit from also pursuing all available remedies against Vendor and its sureties for said breach or default.

#### (d) Waiver of Remedies for Any Breach

In the event that the WV Division of Public Transit elects to waive its remedies for any breach by Vendor of any covenant, term or condition of this Contract, such waiver by the WV Division of Public Transit shall not limit the WV Division of Public Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### Bankruptcy

Upon entering of a judgment of bankruptcy or insolvency by or against a Vendor, the WV Division of Public Transit may terminate this Contract for cause.

**FTA Role in Bid Protests**

Under the Federal Transit Administration's Circular 4220.1E, the Federal Transit Administration's (FTA's) review of any protest will be limited to:

- (a) Failure of the WV Division of Public Transit to have or adhere to its written bid protest procedures, or failure of the WV Division of Public Transit to review a complaint or protest.
- (b) Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.
- (c) Alleged violations of a specific Federal Law or regulation that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal Law or regulation. See, e.g., Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 26.89.
- (d) The Federal Transit Administration will only review protests submitted by an actual or prospective bidder whose direct economic interest would be affected by the award of the Contract or by failure to award the Contract. The Federal Transit Administration reserves the right not to participate in the funding of any Contract awarded pending resolution of a protest to them.
- (e) An appeal to the Federal Transit Administration must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the WV Division of Public Transit or other basis of appeal to FTA.

**Prohibited Interest**

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

**Preference for Recycled Products**

The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**Metric System**

As required by U.S. DOT or FTA, the Vendor agrees to use the metric system of measurement in its Project activities, as may be required by Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et. seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA.

**Hold Harmless**

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

**Licensing and Permits**

The Vendor shall be appropriately licensed for the work required as a result of the Contract. The cost for any required licenses or permits shall be the responsibility of the Vendor. The Vendor is liable for any and all taxes due as a result of the Contract.

**Compliance with Laws and Permits**

The Vendor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, Regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract and the other Contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Vendor shall furnish to the WV Division of Public Transit certificates of compliance with all such laws, orders, and regulations.

**Cargo Preference**

The Vendor agrees:

To utilize privately owned United States--Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States--Flag commercial vessels;

To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill of lading in English for each shipment of cargo described in the paragraph above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Division of Public Transit (through the Vendor in the case of a subcontractor's bill of lading.)

To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**Federal Regulation Changes**

Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(12) dated October 1, 2005) between the WV Department of Transportation, Division of Public Transit and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Vendor's failure to so comply shall constitute a material breach of this contract.

**Severability**

In the event any provision of the Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

**Debarment and Suspension**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the WV Division of Public Transit. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the WV Division of Public Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any WV Division of Public Transit requests that would cause the WV Division of Public Transit to be in violation of the FTA terms and conditions.

12/15/05

# A F F I D A V I T

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"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.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

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

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_