



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
PTR08023

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

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
05/07/2008				

BID OPENING DATE: 05/22/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				THIS ADDENDUM IS ISSUED TO DISTRIBUTE THE AGENCY RESPONSES AND CLARIFICATIONS RESULTING FROM VENDOR REQUESTS FOR APPROVED EQUALS.		
				BID OPENING DATE IS CHANGED FROM 05/15/08 AT 1:30 PM TO 05/22/08 AT 1:30 PM.		
				***** END ADDENDUM NO. 4*****		
0001	1	EA		070-93		
				138" WHEELBASE CONVERTED VAN WITH WINDOWS WITH A/C		
				***** THIS IS THE END OF RFQ PTR08023 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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 may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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:

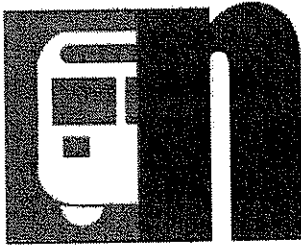
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Approved Equals
PTR08023

VENDOR: Braun Corp.

Page 23, 2	Approved
Page 24, 4.5	Approved
Page 26, 13.1	Approved
Page 27, 16.1	Approved
Page 28, 18.1	Approved
Page 28, 18.5	Approved
Page 30, 20.4	Approved
Page 31, 24.1	Approved
Page 31, 24.1	Approved
Page 33, 25.1	Approved
Page 35, 27.2	Approved
Page 35, A/C	Approved
Page 36, 30.4	Approved
Page 38, 32.2	Approved
Page 41, Option F	Approved
Page 42, 2.2	Vendor will be responsible for entire warranty
Page 43,	Approved
Page 43,	Approved. Submit warranty grid with bid
Addendum #2	Understood. Vendor Responsible.

NATIONAL



BUS SALES

MidAtlantic Region

P.O. Box 6549 ■ Marietta, GA 30065-0549 3
800 Pickens Drive Ext. ■ Marietta, GA 30062
GA - (770) 422-8920 ■ FAX - (770) 422-9007
Toll Free (800) 282-7981 Ext. 59

2075 West Main Street ■ Waynesboro, VA 23322
FAX ■ Home Office (540) 337-4619

VA - (540) 943-3430 ■ Cell - (540) 729-3751

Regional Manager - David M. Clawson, Jr.
dclawson@nationalbussales.com

April 15, 2008

Mr. Frank Whittaker
State of West Virginia, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

RE: Contract # PTR 08023, 138" Wheelbase Converted Van

Dear Mr. Whittaker:

National Bus Sales & Leasing, Inc formally requests the following amendments to the specifications and/or clarifications and/or approved equals as documented below:

- Part 1, section 4.0 A
Would the Division consider changing liquidated damages to be \$50 per working weekday when your delivery facility is open and prepared to accept vehicle deliveries? Champion Bus' request for this waiver was approved in PTR08020. Maximum assessment would be \$250 per week because of present arrangement to accept deliveries on M-F only.
- Part 1, section 6.0
Would the Division consider changing payment to 95% of the total cost upon conditional acceptance of the vehicle? The competitive nature of transit bidding has resulted in very narrow pricing flexibility. Additionally the interest costs associated with floor planning the vehicles until payment is processed has become a higher variable cost. Modifying this requirement will ensure best pricing for the Division of Public Transit.
- Part 2, Technical Specifications
See Enclosure A from the Braun Corporation
- Part 3 section 2.1 and 2.3
Complete vehicle warranty requested is 3 year or 36,000 miles. The warranties available without going to a third party extended warranty policy and administrator are:
Van Chassis: 3 year or 36,000 miles to include See Encl B
Engine transmission, drive axle and brakes
Van Structure: 3 year or 36,000 miles to include
Braun raised roof and doors


- Part 3 section 2.1 and 2.3 con't

Supplemental AC system: 2 years, unlimited miles
Braun Lift: 1 year parts and labor, 4 additional years parts only
Braun Add-on components: 2 years or 36,000 miles

Please accept the above warranty matrix as an approved equal to the specification.

See additional enclosures C-I as supporting documentation.

We thank-you for your consideration,

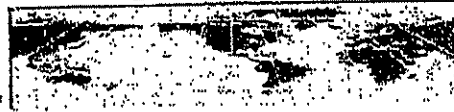


David M. Clawson, Jr.
MidAtlantic Representative
dclawson@nationalbussales.com

Attachments:(A-I)

International Corporate Headquarters:
 The Braun Corporation
 631 W. 11th Street
 P.O. Box 310
 Winamac, IN 46996 USA
 1-800-THE LIFT
 (574) 946-6153
 FAX: (574) 946-4670

THE BRAUN CORPORATION
 "Providing Access to the World"



www.braunlift.com

April 16, 2008

Mr. David Clawson
 National Bus Sales
 2075 West Main Street
 Waynesboro, VA 22980

RECEIVED

APR 18 2008

DIVISION OF PUBLIC TRANSIT

David:

Following are concerns that need to be presented as "approved equal" items for the State of West Virginia RFQ PTR08023, opening 5/15/08.

- Page 23, item 2 General Dimensions – The specification currently requests "width of aisle" to be 14" minimum. The Braun Corporation requests that the clear aisle width be decreased to 10" nominal, due to the inclusion of FMVSS 208 compliant seating with this conversion.
- Page 24, 4 Requirements, item 4.5 – The Braun proposal would reflect the inclusion of 3M vinyl striping/lettering in lieu of a "customized vehicle paint scheme".
- Page 26, Brakes, item 13.1 – The OEM braking system would be supplied. Ford offers power, 4-wheel ABS. Front and rear disc 13.58X1.51 (front) and 13.59X1.35 (rear).
- Page 27, Electrical System, item 16.1 – The Braun Corporation requests approved equal status for the Pentax model PX-220R-5T 200 amp ~ modular mount after market alternator. *Encl C*
- Page 28 Body Structure Raised Roof, item 18.1 – Please note that The Braun Corporation will supply a raised roof system that has been tested to, and passed the requirements of FMVSS 220. All cross members of the roll cage are welded. However, the roll cage is lagged to the OEM (Ford) body; not welded. *Encl D*
- Page 28 Body Structure Raised Roof, item 18.5 – The stepwell proposed by The Braun Corporation would be constructed of stainless steel. The construction, however, does not include coved corners.
- Page 30 Windows, item 20.4 – Please note that the vehicle would be equipped with the OEM (Ford) drip rails at all locations except for the after market passenger and lift entry doors. The drip rail (OEM and after market) are single; not dual as called by specification.
- Page 31 Interior, item 24.1 – The Braun Corporation utilizes the OEM (Ford) floor as the attachment surface for the plywood sub-floor. The plywood sub-floor

Encl A
304cc

is attached to the OEM (Ford) floor via structural adhesive held in place by, and working in conjunction with self-tapping screws. It is not "bolted".

- Page 31 Interior, item 24.1 – The Braun Corporation requests approved equal status for Rubber Solutions ribbed/smooth transit rubber flooring in lieu of RCA Transit Flooring as called by specification. *Encl E*
- Page 33 Seating, item 25.1- The Braun Corporation requests approved equal status for both Braun Seating Generation 3 seats and Freedman 3PT seats. These seats are compliant with the currently FMVSS 208 standards that apply to this type of raised roof vehicle. The following physical dimensions and construction of each of these seats should be noted: The seat width per passenger is 17" (nominal). Seat cushions would have a minimum of 4" (nominal) padding. The seatback height would range from a 22" (nominal) minimum with the Braun Seating seats to 26" (nominal) with the Freedman seats. Grab bars cannot be provided on fold-away seats due to the tall seat back height, however, they could be provided on bench style seating locations. Seat cushion height from the floor to the top of the seat cushion would be 18", nominal. (Paragraph 2) Under-seat retractable belts are not available with the FMVSS 208 compliant seating that must be used in this conversion. (Paragraph 5) Please note that the aisle width would be 10" (nominal). (Paragraph 5) The seating provided would be in compliance with FMVSS 302. *Encl F and Encl G*
- Page 35 Mirrors, item 27.2 – The Braun Corporation proposes use of the OEM (Ford) exterior rearview mirrors with this conversion. The mirrors offer a 6" X 9" reflective surface and have a black matte finish.
- Page 35 Air Conditioning – The Braun Corporation proposes use of the AC-*61Z* ~~713MAX~~ system in lieu of the 622MAX system. The ~~713~~ ⁶¹²MAX system includes an EM-1 evaporator, CM-2 skirt-mounted condenser, and the auxiliary mounted compressor. It surpasses the 622MAX system by ~~8,000~~ ³⁰⁰⁰ BTU/HR. *Encl H*
- Page 36 Wheelchair Securement System, item 30.4 – Please note that the Freedman 3-Step Forward Facing Fold Down Double Seat would need to be of the 3PT series. In addition, The Braun Corporation requests approved equal status for Braun Seating Generation 3 - FMVSS 208 compliant seating. *Encl F and G*
- Page 38 Wheelchair Lift, item 32.2 – It should be noted that the Braun Vista series lift (NVL917IBLT-2) would offer clear platform dimensions of 31.5" by 50"; specification currently requests a platform 33" X 48". *Encl I*
- Page 41 Option F- Child Restraint Seat – The Braun Corporation proposes use of the Freedman ICS seat for this option. However, it should be noted that a two-passenger bench style seat with double child restraints is not available from the manufacturer, while remaining compliant with FMVSS. Therefore, we recommend that this option be changed to a single passenger seat with one child restraint. *Please amend specification.*
- Page 42, item 2.2 Warranty of Basic Vehicle Structure – The suspension members of the vehicle would be covered by the OEM (Ford) warranty, and under such warranty, we cannot guarantee the defects and repairs would be completed within a certain timeframe. This is an OEM (Ford) chassis warranty, and as such, would be handled by the terms and conditions issued by Ford. Therefore, we would not

be responsible for providing a replacement vehicle or any type of "reimbursement charge".

- Page 43, Subsystems and Components/Basic Body Structure Integrity – This item would be covered under the OEM (Ford) warranty. The OEM (Ford) warranty is limited to a 3 year/36,000 milc period. Not 75,000 miles as requested by specification. *See Encl B*
- Page 43, Subsystems and Components/All Add On Components – The milcage of this coverage would be limited to 36,000 miles in lieu of the 75,000 miles called by specification.
- Addendum #2, item 10 – We are not in receipt of a "CD containing the logo and striping patterns" for this RFQ. *To be forwarded by NBS*

David, one other item of concern is optional items H and I. The Braun Corporation has not installed these items to date, and has not has time to fully research their application in the raised roof product. It may or may not come up as an issue as we draw closer to the 5/15/08 bid opening deadline.

Please let me know if you have additional questions regarding these items.

Regards,



for Scott Alexander, Division Manager/Paratransit

Request for Approved Equals
PTR08023

VENDOR: National Bus Sales

Part 1

4.0A Approved M-F only
6.0 Denied

Part 2

2.1 and 2.3 Approved