



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
PTR08036

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 906
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0432 304-558-0428

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/14/2008				

BID OPENING DATE: 08/20/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO RESPOND TO VENDOR REQUEST FOR SEPCIFICATION AMMENDMENTS/APPROVED EQUALS AND CLARIFICATIONS PER THE ATTACHED.						
0001	1	EA		070-93		
ADA COMPLIANT LOWERRED FLOOR MINIVAN WITH MANUALRAMP						
***** THIS IS THE END OF RFQ PTR08036 ***** TOTAL:						

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 may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

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

NATIONAL



BUS SALES

MidAtlantic Region

P.O. Box 6549 ■ Marietta, GA 30065-0549
 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

August April 9, 2008

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

RE: Contract # PTR 08036, ADA compliant lowered floor minivan with manual ramp

Dear Mr. Whittaker:

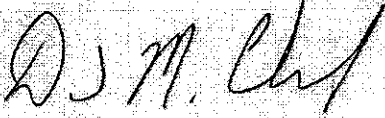
National Bus Sales & Leasing, Inc formally requests the following amendments to the specifications and/or clarifications and/or and approved equals documented below:

- 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. UNDERSTOOD Monday-Friday only
- Part 1, section 6 0 A
 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. DENIED
- Page 9 4 1.2. Please clarify which of the available manuals are required: OEM Operators manual (with each van chassis), OEM Service DVD (special order with cost of \$525 each), Braun Operators manual (with each conversion), wiring schematics. ALL MANUALS ARE REQUIRED
- Page 27 24. TRAINING: Please advise WVDPT that the training requirement will be the responsibility of the dealer, National Bus Sales with support from the manufacturer, the Braun Corporation. CORRECT

Contract # PIR 08036, ADA compliant lowered floor minivan with manual ramp

- Page 45. 3.1 Option1: Automatic Kneel System: This option is not available due to the lack of available chassis with power doors from GM. Braun has ample inventory of GM chassis equipped with manual doors and manual ramp systems. The kneeling system is not available on the manual conversion nor is it needed to meet ADA requirements. Please amend specifications to eliminate this requirement. UNDERSTOOD
- Page 49. 20. Control Interlock: The ramp door is interlocked with the transmission only it is not interlocked with the emergency brake. UNDERSTOOD
- Page 50. 21. Exhaust: The exhaust is stainless steel and exits from the rear of the vehicle. UNDERSTOOD
- Page 53. Options: Please advise WVDPT that other options as requested will be priced and installed by National Bus Sales outside of the Braun factory. Special arrangements may need to be made for vehicle inspection. UNDERSTOOD

We thank-you for your consideration,



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