



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  
 PTR09013

PAGE  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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
11/18/2008				

BID OPENING DATE: 12/17/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		556-50		
ADDENDUM NO. 1 RESPONSES AND CLARIFICATIONS FROM THE MANDATORY PRE-BID CONFERENCE. SIGN-IN SHEET ATTACHED BID OPENING DATE REMAINS 12/17/08 AT 1:30 PM. COACH, TRANSIT (SINGLE DOOR, UNDER 35 FEET)						
***** THIS IS THE END OF RFQ PTR09013 ***** 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 Cover 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 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."

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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 case 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

PTR09013  
ADDENDUM #1

1. The Approved Equals are due to the Purchasing Division by 4pm on 11/19/2008.
2. Remove page 94 of REQ. Vendor Preference. FTA does not allow this as part of the bidding process.
3. Page 25: Send all questions to: Ron Price  
Same Address  
(304) 558-0492  
Ron.N.Price@wv.gov
4. Page 24, Section 24- The vendors agrees to hold two (1) day training sessions per year at two locations selected by the Division of Public Transit.
5. Page 29, Section 1.3, Change GVWR to read 23,500 Lbs, ADD minimum to wheelbase, and ADD wording to Seat/Wheelchair Capacity to read And Up To 2 w/c spaces.
6. Page 30, Change transmission to Allison 2200 series.
7. Page 32, Section 2.7, Change capacity from 90 to 65 gallons.
8. Page 33, Section 3.1, change transmission to Allison 2200 series.
9. Page 34, Section 4.1.2, ADD, An emergency charge air line shall extend from the reserve air tank to a port mounted on the vehicle skirt on the street side. This airline will facilitate charging of the reserve tank in the event of an emergency to facilitate the release of the air activated emergency brake.
10. Page 37, Section 5.3.9. ADD LED Lights to be supplied.
11. Page 38, Section 5.4.3, Change foot candles to 8 from 12.
12. Page 38, Section 5.4.4, remove the word LED from paragraph.
13. Page 40, Section 6.2.2, Add word minimum after Dual compressor first line.
14. Page 41, Section 6.2.7, CHANGE WORDS Driver to DASH.
15. Page, 41, ADD Section 6.2.7A, System shall include a supplemental 35, BTU/hr evaporator mounted just behind the driver on the street side interior wall adjacent to the passenger entrance door. The air flow shall be directed by deflectors or ducting in such a manner as to blow into the driver's compartment and toward the entrance door not reward in to the passenger compartment. Drain lines shall not be visible and shall exit the bus through the curbside wall. The duct work for the air flow shall not be visible.
16. Page 45, Section 9.2.9, ADD or sprayed urethane insulation to the end of the paragraph.
17. Page 47, Section 9.5.1 ADD wording pressure treated in front of the word PLYWOOD.
18. Page 47, Section 9.6.1, ADD to the end of the paragraph or spray urethane.
19. Page 48, Section 10.1, ADD with supplemental 3 step foldaway seating included over the wheelchair position per the floorplan.
20. Page 49, Section 11.1.3, Regular retractable seat belts are accepted on the 3 step foldaways only.
21. Page 54, Section 16.0, Six speakers to be included instead of four.
22. Page 56, Section 20.0, Manuals for chassis only to be supplied per model year. All others stay the same.
23. Page 58, Section 23.0, Change the word Granning to OEM or approved equal.

Date: 11/5/08

**SIGN IN SHEET**

Request for Proposal No. PTR09013

PLEASE PRINT

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Sony Meryman Inc</u>	<u>P.O. Box 495</u>	PHONE <u>(434) 821-1000 Ext. 352</u>
Rep: <u>Chad Seals</u>	<u>Rosburg, VA. 24588</u>	TOLL FREE <u>1-800-533-1006</u>
Email Address: <u>Chad@sonymeryman.com</u>		FAX <u>(434) 821-4456</u>
Company: <u>National Bus Sales</u>	<u>P.O. Box 6549</u>	PHONE <u>540 729-3751</u>
Rep: <u>David Clawson</u>	<u>Marietta, GA</u>	TOLL FREE <u>800 282-7981</u>
Email Address: <u>dclawson@nationalbussales.com</u>	<u>30062</u>	FAX <u>770 422-9007</u>
Company: <u>Champion Bus, Inc</u>	<u>331 Genham Rd</u>	PHONE <u>810.338.5018</u>
Rep: <u>Jamie Lipka</u>	<u>Emley City, Mi</u>	TOLL FREE <u>810.724.1753</u>
Email Address: <u>JLipka@ChampionBus.com</u>	<u>48444</u>	FAX <u>810.724.1844</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____