



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
 PTR09022

PAGE
 1

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

VENDOR

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	FOB	FREIGHT TERMS
01/08/2009				

BID OPENING DATE: 03/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		557-60		
<p>LOW-FLOOR TRANSIT VEHICLE WITH WINDOWS WITH A/C</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVISION OF PUBLIC TRANSIT, IS SOLICITING BIDS FOR A QUANTITY OF 1 TO 20 LOW-FLOOR TRANSIT VEHICLE WITH WINDOWS, A/C, WHEELCHAIR RAMP AND WHEELCHAIR SECUREMENT SYSTEM PER THE ATTACHED DOCUMENTATION.</p> <p>A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON 02/02/09 AT 1:00 PM, BUILDING 5, ROOM 912, WV STATE CAPITOL COMPLEX, 1900 KANAWHA BLVD., EAST, CHARLESTON, WV 25305 FAILURE TO ATTEND THE MANDATORY PRE-BID WILL RESULT IN BID DISQUALIFICATION. NO INDIVIDUAL MAY REPRESENT MORE THAN ONE VENDOR AT THE MANDATORY PRE-BID CONFERENCE.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS 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 THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING</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 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."

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



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<p>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 WITH 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 APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES 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 CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL</p>						

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<p>AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</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>REV. 9/98 EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER PRICE ADJUSTMENTS AT THE TIME OF CONTRACT RENEWAL PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p>						

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<p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER. REV. 3/88</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 THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p>						

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RFQ. NO.:				PTR09022		
BID OPENING DATE:				03/18/09		
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 PTR09022 ***** TOTAL: _____						

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PART 1 GENERAL CONDITIONS

1.0 INTENT OF RFQ

It is the intent of this Request for Quotation (RFQ) to require the Vendor to deliver a complete new vehicle of the type prescribed, ready for operation.

2.0 PRICE FOR A COMPLETE VEHICLE

- A. The price quoted in any proposal submitted shall include all labor, materials, tools, warranties, equipment, and other costs necessary to complete the manufacture and delivery of the vehicle. Any items omitted from the specifications which are clearly necessary for the completion and operation of such equipment and its appurtenances shall be considered a portion of such equipment, although not directly stated or covered in these specifications.

Notwithstanding the provision of drawings, technical specifications, or other data by the Division of Public Transit, the Vendor shall have the responsibility of supplying all parts and details required to make the vehicle complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Fareboxes, radios, and other items that are installed by the Recipient Agency shall not be the responsibility of the Vendor unless they are included in this contract.

- B. The Purchasing Division of the Department of Administration in conjunction with the Division of Public Transit and the vendor shall mutually agree when it is necessary to make changes in, additions to, or deductions from the work to be performed or the material to be furnished, pursuant to the contract. Any changes which affect the contract price shall be in writing and require the approval of the Division of Public Transit and the Purchasing Division.
- C. ~~All prices should be quoted in whole dollars~~ and submitted on Bid Form. Bid-to-be awarded to responsive vendor with lowest base vehicle bid price including delivery charges.
- D. Unit and extended prices, delivery charges and options should all be itemized.

3.0 POSSIBLE RENEWAL

- A. This Contract may be renewed upon the mutual written consent of the Division of Public Transit and the successful bidder. Such a request for renewal would be submitted to the Director of the WV Purchasing Division 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.
- B. Quantities listed in the RFQ are approximations only, based on estimates supplied by the Division of Public Transit. The awarded Contract shall cover the quantities actually ordered for delivery during the term of the Contract.
- C. Additional agencies could purchase from any awarded contract resulting from this RFQ. Specified deliverables would be as originally advertised, competed, evaluated and awarded including the base and option quantities.

4.0 DELIVERY AND ACCEPTANCE

- A. Vendors should specify approximate delivery date(s) when submitting bids. Delivery of the vehicle should be completed within 180 days after receipt of executed contract documents.

If the delivery is delayed, for any reason, the request for extension must be made in writing to the Division of Public Transit.

The request for extension must be received by the Division of Public Transit no less than 10 days prior to the originally planned vehicle delivery date and must include detailed

justification for the length of the time extension. In the event that the Vendor fails to give timely written notice of any delay, in delivery, it is agreed that liquidated damages will be assessed, **NOT AS A PENALTY**, in the amount of \$50.00 per calendar day, per unit, beyond the required delivery date. This will be assessed Monday-Friday basis only.

- B. Vendor shall make arrangements through the Division of Public Transit for delivery of the vehicles to **Division of Public Transit c/o Kanawha Valley Regional Transportation Authority, 1550 4th Avenue, Charleston, WV.** Delivery will be accepted Monday through Friday, between 9 a.m. and 2 p.m. exclusive of State holidays.

Any delay in delivery resulting from the common carrier's operations, accidents, or mechanical failures enroute, shall be construed as a cause beyond the Vendor's control; however, the Vendor shall have the responsibility of releasing the vehicle to the common carrier in time to reach the delivery site under normal delivery conditions.

- C. In case the delivery of the complete vehicle shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstances beyond the control of the Vendor, as detailed in writing by the Vendor, the term of completion of delivery shall be extended by a number of days to be determined in each instance by mutual agreement of the Division of Public Transit and Vendor.
- D. If the vehicle is delivered over-the-road, a written report shall be submitted by the driver to the Division of Public Transit listing all incidents and unusual vehicle performance during the trip.

Should any service or repair be required during delivery, a comprehensive report shall be submitted to the Director of the Division of Public Transit describing the nature of the service or repair and the cause.

- E. Prior to acceptance, the Vendor shall have total risk of loss of the vehicle, including any damage sustained during the Vendor's driveway operation. Drivers shall keep a maintenance log enroute and it shall be delivered to the Division of Public Transit with the vehicle.
- F. Vendor shall have 10 working days to complete a vehicle for conditional acceptance once the vehicle is received at Kanawha Valley Regional Transportation Authority. After 10 working days, the Vendor shall be responsible for paying the storage fee invoiced at a per day rate of currently \$10. The per day rate shall be deducted from payment of the final 10% of the vehicle cost.

4.1 **Summary of Items to be Provided Upon Delivery**

The following items must be furnished by the successful Vendor upon delivery of the vehicle:

- 4.1.1 All warranty verification vouchers, certificates or coupons.
- 4.1.2 Successful Vendor shall furnish each transit system: two (2) complete parts books and two (2) copies of maintenance manuals for each model year vehicle, including wiring schematics of auxiliary circuits, and all other necessary prints for the maintenance of the vehicle and (1) complete set of OEM Operations manual per transit system. All other orders, to other than transit systems, the successful Vendor shall supply (1) one copy of each mentioned per vehicle.
- 4.1.3 Drawings showing wiring schematics of auxiliary circuits, which would not be included in the standard vehicle maintenance manual.
- 4.1.4 Completely filled fuel tank or tanks.
- 4.1.5 Protection to 20° F below zero with permanent type antifreeze.

- 4.1.6 A vehicle(s) free of dealer signs and emblems.
- 4.1.7 Assurance of compliance with manufacturer's pre-delivery service.
- 4.1.8 A vehicle(s) which is clean, (If delivery of the vehicle occurs during the winter months of October through March, the vehicle shall be washed directly prior to delivery at Kanawha Valley Regional Transportation Authority to insure that the vehicle is free of dirt and salt deposits, lubricated, serviced and ready for immediate service.
- 4.1.9 Operation, maintenance and warranty information for any add on equipment will be provided upon delivery if available to the Vendor.
- 4.1.10 Original vehicle chassis manufacturer's factory sticker itemizing equipment on the vehicle.
- 4.1.11 A certified weight slip showing front and drive axle weights for the vehicle at its curb weight as defined in Part 2 - Technical Specifications.
- 4.1.12 Vehicle shall comply with and conform to the State of West Virginia Motor Vehicle Inspection Law and shall have the current inspection sticker attached to the windshield.

4.2 Pre-Delivery Tests and Inspections

The pre-delivery tests and inspections shall be performed at or near the Vendor's plant in accordance with the procedures outlined in Part 4, "Quality Assurance", and shall be witnessed by the Vendor's resident inspector and/or by a representative of the Division of Public Transit. The vehicles shall be tested and inspected to determine whether they comply with the technical specifications in general and in particular with the quality assurance provisions. When the vehicles pass these tests and inspections, the resident inspector shall authorize release of the vehicles. ~~The Division of Public Transit is under no obligation to perform the pre-delivery tests and inspections;~~ however, this does not relieve the Vendor from the responsibility of adhering to these specifications.

4.3 Acceptance of Vehicle(s)

Within fifteen (15) calendar days after arrival at the designated point of delivery, the vehicle shall undergo the Division of Public Transit acceptance test. If the vehicle passes these tests, conditional acceptance of the vehicle by the Division of Public Transit occurs on the fifteenth day after delivery. Acceptance may occur earlier if the Division of Public Transit notifies the Vendor of early acceptance. If the vehicle fails these tests, it shall not be accepted until the repairs have been made.

4.4 Repairs After Non-Acceptance

The Division of Public Transit may require the Vendor, or its designated representative, to perform the repairs after non-acceptance, or the work may be done by the Recipient Agency's personnel with reimbursement by the Vendor.

4.4.1 Repairs By Vendor

If the Recipient Agency requires the Vendor to perform repairs after non-acceptance of the vehicle, the Vendor's representative must begin work within five (5) working days after receiving notifications from the Recipient Agency of failure of acceptance tests. The Recipient Agency shall make the vehicle available to complete repairs timely with the Vendor's repair schedule.

The Vendor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At the Recipient Agency's option, the Vendor may be required to remove the vehicle from the Recipient Agency's property. The repair procedure must

be diligently pursued by the Vendor's representatives, and the Vendor shall assume risk of loss while the vehicle is under its control.

4.4.2 Repairs By Recipient Agency

- a) Parts Used. If the Recipient Agency decides to perform the repairs after non-acceptance of the vehicle, it shall correct or repair the defect and any related defects using Vendor specified parts available from its own stock or those supplied by the Vendor specifically for this repair.
- Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by the Recipient Agency to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these reports.
- b) Vendor Supplied Parts. If the Vendor supplies parts for repairs being performed by the Recipient Agency, after non-acceptance of the vehicle, these parts shall be shipped prepaid to the Recipient Agency from any source selected by the Vendor within ten (10) working days after receipt of the request for said parts, provided said parts are available for shipment.
- c) Return of Defective Components. The Vendor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor.
- d) Reimbursement For Labor. The Recipient Agency shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of actual man-hours' straight wage-rate plus 53 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary. These wage and fringe benefit rates shall not exceed the rates in effect in the Recipient Agency's service garage at the time the defect correction is made.
- e) Reimbursement For Parts. The Recipient Agency shall be reimbursed by the Vendor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 10 percent handling cost.

5.0 TITLE

Adequate documents for securing the vehicle in the name of the State of West Virginia/Division of Public Transit shall be provided to the Division of Public Transit at least 10 working days prior to the delivery of each vehicle. The Vendor warrants that the title shall pass to the State of West Virginia/Division of Public Transit free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims and demands of any character.

According to WV State Code §SA-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$10 per calendar day for failure to provide the titling documentation at the time of vehicle delivery. This clause shall in no way be considered exclusive and shall not limit the State or agency's right to pursue any other additional remedy to which the State or agency may have legal cause for action including further damages against the vendor.

6.0 PAYMENT TO VENDOR

- A. Payment of 90% of the total cost shall be paid upon conditional acceptance of the vehicle.
- B. Conditional acceptance of the vehicles by the Division of Public Transit shall be made upon completion of inspection by the Division of Public Transit under Section 4.3 of this Part 1.

- C. Under the conditional acceptance of the vehicles provided, the Division of Public Transit shall retain 10% of the total cost per vehicle until all vehicles provided have been in actual service for 30 days.
- D. In the event any vehicle is found to be unacceptable during the 30 day period of conditional acceptance, the Division of Public Transit shall furnish to the Vendor in writing, a letter of non-acceptance detailing any and all deficiencies.
- E. Final acceptance of each vehicle shall be made by the Division of Public Transit in writing upon completion of the period of conditional acceptance and/or after any and all deficiencies have been corrected.
- F. Final acceptance shall be made on each individual vehicle provided. (Some vehicles may be accepted, while acceptance of others remain pending.)
- G. Final acceptance of each vehicle shall be provided in writing by the Director of the Division of Public Transit or his/her authorized representative.
- H. All warranties as described in this contract shall begin with the first day after the date of final acceptance of each vehicle. **Vendor shall furnish Notification of Delayed Delivery Date or In-Transit Mileage Accumulation Forms for completion by the Division of Public Transit upon acceptance of the vehicle.**
- I. Prompt Payment The prime Vendor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime Vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Division of Public Transit. ~~This clause applies to both DBE and non-DBE subcontractors.~~
- J. 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 the base vehicle cost and any applicable options with unit cost. **NOTE: Two invoices shall be submitted for each vehicle. One for 90% and one for 10%.**
 - 4) Submit all invoices to:
Division of Public Transit
Building 5, Room 906
1900 Kanawha Blvd., East
Charleston, West Virginia 25305-0432

7.0 SERVICE AND PARTS

The Vendor shall state on **Bid Form #1** the representative(s) responsible for assisting the Recipient Agency(ies), as well as the location of the nearest distribution center(s) which shall furnish a complete supply of parts and components for the repair and maintenance of the vehicles to be supplied.

7.1 Specified Parts and "Approved Equals"

7.1.1 All parts shall be new and in no case will used (except for testing), reconditioned, or obsolete parts be accepted. Vehicles shall have identical units, accessories, and construction.

7.1.2 In all cases, materials shall be furnished as specified. Where brand names or specific items or processes are used in the specifications, consider the term "approved equal" to follow. However, a request for approval for any proposed substitution or "approved equal" shall be included in writing under the terms stated in Section 8.2 of Part I.

The Vendor may be required to supply the purchaser with performance data, samples, and special guarantees as a condition of acceptance of any proposed alternates.

7.1.3 The Division of Public Transit shall have the power to reject any material furnished or work performed under the contract which does not conform to these specifications and contract.

7.2 Materials and Workmanship

7.2.1 Vendor shall incorporate in the proposed vehicle(s) the latest technological achievements consistent to achieving maximum service life and superior attractiveness of appearance.

7.2.2 Vehicle(s) shall be delivered in new, first-class condition, complete and ready for operation on the street and the Vendor shall assume all responsibility and liability incident to said delivery.

7.2.3 All materials used in the construction of vehicle(s) and in all its parts and accessories shall conform to A.S.T.M., S.A.E., or similar associations published standards, and be of top quality.

7.2.4 The vehicle(s) shall be built with suitable and easily accessible compartments provided for all apparatus, sound deadening insulation, wherever needed, and all operating devices so mounted as to reduce and keep all noise and vibration to an absolute minimum.

7.2.5 Vendor shall assume responsibility for all material and accessories used in vehicle(s) and their proper installation and their warranty, whether the same is manufactured by the Vendor or purchased ready-made from a source outside the Vendor's company.

7.3 Spare Parts

The Vendor shall guarantee the availability of replacement parts for these vehicles for at least a seven (7) year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this contract.

7.4 Engineers

The Vendor shall, at its own expense, have a competent engineering representative(s) available on request to assist the Recipient Agency's(ies) staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period.

7.5 Documents

The Vendor shall provide current maintenance manuals, current parts manuals and standard operator manuals, for each agency or authority, to the Division of Public Transit as part of this

contract. The Vendor shall keep maintenance manuals available for a period of ten (10) years after the date of acceptance of the vehicles procured under this contract. The Vendor shall also keep parts books up-to-date for a period of ten (10) years. The supplied maintenance and operator's manuals shall incorporate all equipment ordered on the vehicles covered by this procurement.

8.0 **BID REQUIREMENTS**

All bids must remain in effect for 120 days from the date that bids are opened.

8.1 **Qualifications for Award**

Award of the contract shall be made to the Vendor quoting the lowest base vehicle bid price, including delivery charges, as described on Bid Form, provided the bid is responsive in all respects to these procurement requirements. The Vendor must be a person, firm or corporation that:

Has in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under the contract.

Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.

Has similar vehicles in operation in comparable service for a minimum of one (1) year. The Vendor may be required to furnish a customer list indicating the number of units and dates in service during approved equal period or during the bid evaluation period in addition to the requirements under 8.5.9 of this part of the specifications.

In lieu of this requirement, certified results of a shaker test may be requested by the Division of Public Transit during the approved equal period to prove the proposed vehicles to be capable of operating the service contemplated for these vehicles.

Has the necessary facilities and financial resources to complete the contract in a satisfactory manner within a required time. The Division of Public Transit shall have the right to conduct a pre-award survey of each Vendor.

Has complete and accurate maintenance, parts and operator's manuals.

8.2 **Requests for Approved Equals or Clarifications**

A Vendor may submit requests for "approved equals" or clarifications on items that are included within this bid document and specification package. All such submissions must be in writing and must be fully supported with technical data, test results, or other pertinent information, as evidence that the substitute offered is equal to or better than that required herein. All requests for "approved equals" or clarifications shall be received by the Division of Public Transit at least twenty-eight (28) calendar days prior to the bid due date. Requests received twenty-seven (27) or less days prior to the bid due date shall not be considered.

The Division of Public Transit shall review requests for approved equals or clarifications and shall issue a written response no later than fourteen (14) days prior to the time for receipt of bids. All potential Vendors who have received a copy of these contract documents and specifications shall be forwarded a copy of the written response at the same time as the response is sent to the requesting party.

8.3 **Summary of Items to be Supplied With Bid**

By submitting the items in 8.3.1 and 8.3.2 below, the Vendor certifies that it will comply with all requirements of this RFQ and related addenda.

8.3.1 All forms included under Part 5 (Bid Forms) shall be properly completed and furnished by the Vendor as part of the bid. Failure to submit any of these forms may disqualify the bid.

8.3.2 Technical and other data as required under 8.5, "Pre-Award Review".

8.4 Certifications

Vendor shall certify on **Bid Form #2 and #5** that the vehicles offered comply with the following:

8.4.1 Air and Noise Pollution Certification

The Vendor bidding on these specifications shall be required to certify in writing that the vehicle(s) shall comply with the air pollution criteria established by the Environmental Protection Agency of the United States Government.

8.4.2 Safety Certification

The Vendor shall furnish written certification that the vehicle(s) shall comply with the Federal Motor Vehicle Safety Standards as established by the U. S. Department of Transportation and with requirements of the laws of the State of West Virginia, all as in effect at the time of manufacture, as to lighting equipment and all warning, operating and safety devices.

8.5 Pre-Award Review

The Vendor is recommended to submit the following items within the bid process and any further items if requested by the Division of Public Transit. Failure to submit items will result in disqualification of the bid.

8.5.1 Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and/or number **to be submitted at time of bid.** Equipment to be described shall include the wheelchair lift, air conditioner, flip-up seat, and wheelchair securement system, if these items are specified herein.

8.5.2 Proposed interior floor plan, showing detailed dimensions including the location of the wheelchair securement system and stanchions if specified is to be submitted at time of bid.

8.5.3 Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle to be submitted during the bidding process.

8.5.4 Samples or paint charts of available exterior paint colors is to be submitted during the bidding process.

8.5.5 Description of the warranties the Vendor proposes to furnish for the vehicle and for required ancillary equipment, including a listing of sites where warranty work will be performed is to be submitted during the bidding process.

8.5.6 The location of the nearest depot which will furnish a complete supply of parts and components for the repair and maintenance of the vehicle to be supplied is to be submitted during the bidding process.

8.5.7 Description of the undercoating/rustproofing system, including warranty to be provided is to be supplied during the bidding process.

8.5.8 Identification of the specific location of the place of assembly in the case of a bus or the place of a conversion in the case of a converted van. If the location changes, the Vendor must notify the Division of Public Transit, in which case the Division of Public Transit reserves the right to perform an inspection similar to the pre-award inspection identified. If the results of the inspection are unsatisfactory, the contract may be terminated by the Division of Public Transit.

8.5.9 A list of five users' names, addresses, and telephone numbers, e-mail address who have been provided similar equipment by the Vendor. If the Vendor has not provided similar equipment, the Division of Public Transit reserves the right to determine the acceptability of the equipment proposed by the Vendor.

8.6 Disadvantaged Business Enterprise

8.6.1 All U. S. Department of Transportation, Federal Transit Administration (FTA) assisted contracts between FTA, the Division of Public Transit, and any Vendor shall include the following language:

POLICY. It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the agreement.

DBE OBLIGATION. The recipient or its Vendor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or Vendors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their Vendors shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of DOT-assisted contracts.

8.6.2 The manufacturer of transit vehicles shall certify that it has complied with the requirements of 49 CFR Part 26 (March 4, 1999), Section 26.49, "Transit Vehicle Manufacturers."
This certification shall be submitted with responses to this solicitation on **Bid Form #3**.

8.6.3 The Vendor shall make good faith efforts to replace a Disadvantaged Business Enterprise subcontractor, that is unable to perform, with another Disadvantaged Business Enterprise subcontractor.

8.6.4 Where the Vendor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the Division of Public Transit may declare the Vendor non-compliant and in breach of contract.

8.6.5 The Vendor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with WV Department of Transportation, Division of Public Transit DBE Program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the WV Department of Transportation, Division of Public Transit and will be submitted to the WV Department of Transportation, Division of Public Transit upon request.

8.6.6 The Vendor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the WV Department of Transportation, Division of Public Transit deems appropriate.

8.7 Fly America

The Vendor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with General Services Administration's regulations at 41 CFR Part 301-10, which provide that

recipients and subrecipients of Federal funds and their vendors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Vendor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Vendor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8.8 Prohibited Interest

No employee, officer, board member, agent or their family members of the 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.

8.9 Civil Rights Requirements

In connection with the execution of this contract, the following requirements will apply:

- (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. § 2000 e, 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 their 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 Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, 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 CFR, 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.

8.10 Bus Testing

The Vendor agrees to comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- (1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the Division of Public Transit at a point in the procurement process specified by the Division of Public Transit which will be prior to the Division of Public Transit's final acceptance of the first vehicle.
- (2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- (3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Division of Public Transit prior to the Division's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- (4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
- (5) Any bidder or offerer must submit to the Division of Public Transit FTA's Bus Testing Requirements Certification on **Bid Form #8**. Bids or offers that are not accompanied by a completed certification must be rejected as non-responsive. **A copy of the bus testing report should be included with the bid.** This requirement does not apply to lower tier subcontractors.

8.11 Buy America Certification

Vendor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offerer must submit to the Division of Public Transit the appropriate Buy America certification on **Bid Form #4** with all bids on FTA-funded contracts, except those subject to a

general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors. **Should the Vendor be declared responsive and low bid, pursuant to Pre-Award and Post Delivery Audit Requirements, the Division of Public Transit will require the Vendor to submit documentation (prior to any award) that lists:**

- (1) Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- (2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (3) The Vendor shall submit one manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification sticker providing information that the vehicle quoted complies with relevant FMVSS, or Manufacturer's certified statement that the contracted vehicles will not be subject to FMVSS regulations.
- (4) Vendor shall submit evidence that it will be capable of meeting the bid specifications.

As required by the Post Delivery Audit Requirement, any successful vendor will be required to furnish the following prior to any completed vehicle being placed into service or before any payment can be made:

- (1) Actual component and sub-component parts of the rolling stock provided, identified by manufacturer of the parts, their country of origin and costs; and
- (2) Actual location of the final assembly point for the rolling stock provided, including a description of the activities that took place at the final assembly point and the actual cost of final assembly.

8.12 Cargo Preference

The Vendor agrees:

8.12.1 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;

8.12.2 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 leading 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.)

8.12.3 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.

8.13 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(15) dated October 1, 2008) 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.

8.14 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. All Vendors shall be required to certify that they are not on the Comptroller General's list of ineligible contractors on **Bid Forms #6 and #6-A**.

8.15 Restrictions on Lobbying

Every Vendor who applies or bids for an award of \$100,000 or more shall file the certification on **Bid Form #9** required by C.F.R. Part 20, "New Restrictions on Lobbying." 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 shall also disclose the name of the registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Division of Public Transit.

8.16 Environmental Regulations

The Vendor agrees to comply with all applicable standards, orders, or requirements issued under Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibits the use under nonexempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities. Any violations shall be reported to the Division of Public Transit who will forward the report to the Federal Transit Administration and to the US EPA Administrator for enforcement (9EN-329).

8.17 Clean Air

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. The Vendor agrees to report each violation to the Division of Public Transit and understands and agrees that the Division of Public

Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

8.18 Clean Water

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

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

8.19 Energy Conservation Requirements

The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

8.20 Contract Work Hours and Safety Standards Act

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) 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.

8.21 Hold Harmless

The Vendor agrees to protect, defend, indemnify and hold the State of WV, the 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, action, 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 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.

8.22 Patent Infringement

The Vendor shall advise the Division of Public Transit of any impending patent suit and shall provide all information available. The Vendor shall defend any suit or proceeding brought against the Division of Public Transit based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Vendor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the Division of Public Transit. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Vendor shall, at its own expense and its option, either procure for the Division of Public Transit the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

9.0 AMENDMENTS TO SOLICITATION AND POSTPONEMENT OF BID DUE DATE

- A. The State of West Virginia reserves the right to amend any element or part of these bid documents and specifications and/or change the bid opening date and time, up to the time and date that bids are due. In this event, all potential Vendors that have received a copy of these contract documents and specifications shall be notified of the postponement and the new time and date that bids will be due. Such notification shall be mailed or otherwise

provided. Any bids received in accordance with the original bid due date shall be held unopened till the new bid opening date.

- B. In the event that amendments are issued by the State fourteen (14) or more days prior to the original bid due date, the original date and time established for the receipt of bids, at the State's option, may or may not be changed. The addendum notification sent by the State shall contain either a statement that the bid due date remains as previously established or shall provide a new time and date if the bid due date is changed.
- C. In the event that addenda are issued by the State, Vendors must complete the Addendum Acknowledgment form contained within these contract documents and specifications and submit that form with their bid. **Bid Form #10** shall be used for this purpose.

10.0 **BID PROTEST PROCEDURES**

1. **Submission of Protest**

- a. Protests based on bid specifications must be submitted no later than (5) working days prior to the bid opening to the Purchasing Division. Protest of purchase order/contract award must be submitted no later than five working days after the award. The vendor is responsible for knowing the bid opening and award dates. Protests received after these dates may be rejected at the option of the Purchasing Division Director.
- b. All protests shall be submitted in writing to the Purchasing Division and contain the following information:
 - 1. The name and address of the protester;
 - 2. The requisition, purchase order/contract numbers;
 - 3. A statement of the grounds of protest;
 - 4. Supporting documentation (if necessary); and
 - 5. The resolution or relief sought.

Failure to submit this information shall be grounds for rejection of the protest by the Director of the Purchasing Division.

2. **Protest Review**

- a. The Purchasing Director or his/her designee shall review the matter of protest and issue a written decision. A hearing may be conducted at the option of the Purchasing Director or assigned designee. Continuation or delay of the purchase order/contract is at the discretion of the Purchasing Director.
- b. The Purchasing Division may refuse to review any protests when the matter involved is the subject of litigation before a court of competent jurisdiction; if the merits have previously been decided by a court of competent jurisdiction; or if it has been decided in a previous protest by the Purchasing Division. The provisions of this subsection do not apply where the court requests, expects, or otherwise expresses interest in the decision of the State.

3. **Appeals to the Federal Transit Administration (FTA)**

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 Division of Public Transit to have or adhere to its written bid protest procedures, or failure of the 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 Division of Public Transit or other basis of appeal to FTA.

11.0 TERMINATION OF CONTRACT

The State reserves the right to cancel any purchasing agreement arising out of an award under these Specifications if, in its opinion, there is any failure to adequately perform the requirements of these Specifications. Under these conditions, cancellation will be effective immediately upon written notification to the Vendor and such cancellation will relieve the State from any obligation to purchase any items under such purchasing agreement.

11.1 Termination for Convenience

The performance of work under this Contract may be terminated by the Director of the Division of Purchasing in accordance with this clause in whole, or from time to time in part, whenever the Purchasing Division shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Vendor of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Purchasing Division, the Vendor shall: stop work under the Contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the State in the manner, at the time, and to the extent directed by the Purchasing Division, all of the right, title, and interest of the Vendor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Purchasing Division, to the extent as may be required, which approval or ratification shall be final for all the purposes of this clause, transfer title to the State and deliver in the manner, at the times, and to the extent, if any, directed by Purchasing Division the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawing, information and other property which, if the Contract had been completed, would have been required to be furnished to the Division of Public Transit; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Purchasing Division, any property of the types referred to above, provided, however, that the Vendor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Purchasing Division, and provided further, that the proceeds of any such

transfer or disposition shall be applied in reduction of any payments to be made by the State to the Vendor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Purchasing Division may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Purchasing Division may direct, for the protection or preservation of the property related to this contract which is in the possession of the Vendor and in which the State has or may acquire an interest.

Settlement of claims by the Vendor under this termination for convenience clause shall be in accordance with the provisions set forth in Federal Procurement Regulations (FPR) 18.701 (c), (d), (e), (f), (g), (h), (i), (j), and (k) except that wherever the word "Government" appears, it shall be deleted and the word "State" shall be substituted in lieu thereof.

11.2 Termination for Default

The Division of Public Transit may, by written notice of default to the Vendor, terminate the whole or any part of this Contract if the Vendor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Vendor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Division may authorize in writing) after receipt of notice from the Purchasing Division specifying such failure.

If the Contract is terminated in whole or in part for default, the Division of Public Transit may procure, upon such terms and in such manner as the Purchasing Division may deem appropriate, supplies or services similar to those so terminated. The Vendor shall be liable to the Division of Public Transit for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Vendor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Vendor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Vendor and subcontractor, and without the fault or negligence of either of them, the Vendor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the Division of Public Transit shall be at the Contract price. The Division of Public Transit may withhold from amounts otherwise due the Vendor for such completed supplies such sum as the Purchasing Division determines to be necessary to protect the Division of Public Transit against loss because of outstanding liens or claims of former lien holders. If, after notice of termination of this Contract under the provision of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Division of Public Transit.

The rights and remedies of the Division of Public Transit provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Division of Public Transit and the 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 the Contract and shall not be subject to any obligations or liabilities to the Division

of Public Transit, the Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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 Contract. 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 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.

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.

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.

14. 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 Division of Public Transit to support procurements using exclusionary or discriminatory specifications.

15. 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.

16. 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.

17. BANKRUPTCY

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

18. 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.

19. METRIC SYSTEM

To the extent required by the U.S. Department of Transportation or the Federal Transit Administration, the Vendor agrees to use the metric system of measurement in its Contract activities, as may be required by 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 the U.S. Department of Transportation or the Federal Transit Administration. To the extent practicable and feasible, the Vendor agrees to accept products and services with dimensions expressed in the metric system of measurement.

20. 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.

21. 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 Division of Public Transit certificates of compliance with all such laws, orders, and regulations.

22. 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.

23. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. 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 Division of Public Transit requests which would cause the Division of Public Transit to be in violation of the FTA terms and conditions.

24. TRAINING

The Vendor shall have at its own expense one or more qualified instructor(s) including sub-component vendors shall be available at the Recipient Agency(ies) property for up to 3 calendar days per month between the hours of 8:00 a.m. to 5:00 p.m. for one (1) month prior and 5 calendar days two (2) months after, acceptance of the first vehicle. Training must take place at each Recipient Agency's property. The dates will be mutually agreed upon. Instructors shall conduct schooling sessions during the beginning of this two month period which shall be designed to instruct the Recipient Agency's (ies) in-house driver training staff in proper and safe on-road operation of the vehicle, in operating characteristics and limitations of the vehicle, and identification and proper operation of all driver's controls. Instructors shall also, during the beginning of this period, conduct training sessions for

maintenance instructors and qualified mechanics to give thorough and proper training in the maintenance and repair of all operating systems of the vehicle including: (1) power train, (2) electrical system, (3) heating, ventilation and air conditioning system, (4) braking and air system, and (5) wheelchair lift and securement systems. The Vendor shall also provide visual and other teaching aids for use by each Recipient Agency's (ies) own training staff.

25. ADDITIONAL OPTIONS

Additional options, at the dealer's cost, may be added at a later date. The successful vendor must provide documented proof of the dealer cost of the option at the time of the purchase order.

Any questions regarding this proposal should be addressed to:

**Buyer for Purchasing Division:
Ron Price, Senior Buyer
Building 15
2019 Washington Street, East
Charleston, WV 25305
PHONE: 304-558-0492
E Mail: Ron.N.Price@wv.gov**

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**PART 2- TECHNICAL SPECIFICATIONS FOR
LOW-FLOOR TRANSIT VEHICLE**

1.0 GENERAL

1.1 SCOPE

Technical Specifications establishes requirements for a vehicle to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe winter operating climate. **The bid to be submitted in a binder form with each section properly labeled with the required information attached to each section. Two (2) copies of bid in binder form shall be sent to the purchasing division with (1) one clearly marked for the West Virginia Division of Public Transit.**

1.2 DEFINITIONS:

The following terms are used in PART 2- TECHNICAL SPECIFICATIONS:

Curb weight: Weight of the vehicle including maximum fuel, oil and coolant and all equipment required for the operation as required by this specification without passengers or driver.

Gross Load: One hundred and fifty (150) pounds for every design passenger seating position and for the driver and 300 pounds for every wheelchair station. Vehicles will be operated without standees.

GVW Gross Vehicle Weight: Curb weight plus gross load.

Fireproof: Materials that will not burn or melt at temperature less than 2000 degrees Fahrenheit.

Fire Resistant: Materials that have a flame-spread index less than 150 as measured in a radiant panel flame test per ASTM 162-75.

1.3 GENERAL CHARACTERISTICS:

The vehicles furnished per these specifications shall be of the following dimensions:

Gross Vehicle Weight Rating Min. (in lbs.)	23,500 lbs
Wheelbase (Min.)	217"
Overall Length (Max.)	348"
Overall Height (Max.)	127"
Overall Exterior Width (Max.)	102"
Interior Height (Min.)	72"
Interior Width (Min.)	97"
Lower Step to Ground when kneeling (Max.)	12"
Seat/Wheelchair Capacity (Min.)	25 and up to 2 w/c spaces
Aisle Width (Min.)	21"

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Tire: 14 ply radial	245/70R/19.5
Load Range	F
Spare Wheel	Shipped loose
Engine Type	International DT-365 Diesel or approved equal
Transmission	Allison 2200 or approved equal
Passenger Heat	130,000 BTU
Passenger A/C	108,000 BTU minimum plus dash air
Battery	Dual
Fast Idle	Yes

1.4 ABBREVIATIONS:

The following abbreviations are used in the PART 2- TECHNICAL SPECIFICATIONS

ASTM: American Society for Testing and Materials

SAE: Society of Automotive Engineers

FMVSS: Federal Motor Vehicle Safety Standards

EPA: Environmental Protection Agency

DMV: Division of Motor Vehicles, State of West Virginia

OEM: Original Equipment Manufacturer

FTA: Federal Transit Administration

ADA: Americans with Disabilities Act of 1990 including applicable federal regulations issued pursuant to the Act in effect on the date of bid award.

1.5 LEGAL REQUIREMENTS:

The vehicle shall conform in all respects to the applicable Motor Vehicle Laws of the State of West Virginia, FMVSS, EPA, Federal and State Regulations in effect at the of manufacture. All vehicle specifications must be in compliance with Americans with Disabilities Act (ADA) regulations at the time production of the vehicle commences.

1.6 COMPONENTS, MATERIALS, WORKMANSHIP AND COMPLETENESS:

All units or parts not specified shall be manufacturer's best quality and shall conform in material, design or workmanship to the best practice known in the automotive industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all vehicles provided by the same manufacturer shall be interchangeable.

1.7 MOTOR VEHICLE STANDARDS INCLUDING PROVISIONS PERTAINING TO SAFETY AND POLLUTION:

The vendor will provide certification at the time of delivery that vehicles comply with all relevant federal and State of West Virginia standards.

Motor Vehicle Safety:

The motor vehicles furnished shall comply with applicable motor vehicle safety standards established by the U.S. Department of Transportation and the State of West Virginia.

Exhaust Emissions Control Requirements:

The vehicles shall comply with all federal and state requirements applicable to the year of manufacture.

Noise Control:

The exterior noise from the vehicle shall not exceed eighty-six (86) dba using the procedures set forth in the SAE Standard SAE J 366. Vendor shall supply report showing testing results of noise control.

The interior noise at a location two (2) feet from the rear window and four (4) feet from the floor shall not exceed 86 dba with the vehicle standing with the transmission in neutral and the engine operating a maximum rated RPM.

Inspection Facilities:

In order to comply with Part 4,6.1 Inspection Stations, the manufacturer shall provide on its premises a suitable hoist for a complete inspection of the underside of the vehicle. This includes, but is not limited to, wiring and hosing runs, structural integrity, through floor securements, OEM defects and completeness, and coverage of the undercoating. **A pit is not acceptable.**

1.8 SERVICE LIFE:

Bus shall have completed a 7 year STURAA Test. **It is recommended that the vendor submit report with bid.**

2.0 ENGINE AND RELATED COMPONENTS:

An International DT-365 with EGR and Diesel Particulate Filter exhaust system or Approved Equal. The engine shall have a demonstrated 95% life expectancy of 300,000 miles. All diagnostic connectors shall be easily accessed. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

2.1 The engine shall be furnished with a large capacity full flow oil filter easily reached and replaced without removal of any major component. Engine shall be equipped with oil fill access in top of rear valve pan cover. **All service tubes should be extended in a similar manner.** Care should be taken to ensure that the battery and alternator supply wire is insulated to prevent grounding during oil filter removal/replacement. Transmission cooler lines should not interfere with the oil filter removal or replacement. A low voltage light shall be under the hood in order for service personnel to service vehicle.

2.2 An engine oil-cooling system and dry type air cleaner is required.

The engine shall be equipped with a large capacity fleetguard remote fuel filter and water separator easily accessible for visible checking and servicing. **It is**

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recommended that the vendor submit description, warranty information and literature information of product with bid.

- 2.3 The engine shall be installed so as to produce a minimum of vibration. A firewall of sandwich construction shall separate the engine and passenger compartments, providing both thermal and acoustic insulation and sealing against intrusion of exhaust fumes into the vehicle. Non-combustible insulation shall be used. The internal engine compartment cover shall be secured with quick release fasteners. No gaps or holes in the finished compartment seal shall be accepted. Engine compartment cowl covering shall be of black rubber or non-skid paint that is black in color.
- 2.4 The vehicle shall come equipped with a low oil/hot engine warning system capable of being overridden using the ignition key shut off procedure or approved equal.
- 2.5 **Exhaust System:** EPA2007 Diesel Particulate Filter. Exhaust pipe should be adequately insulated to prevent vehicle/body damage during regen process. Tailpipe to incorporate a diffuser device to dissipate exhaust heat while stationary regen is in process. The muffler shall be a low exterior noise type and the tail pipe shall discharge on the street side of the vehicle behind the rearmost wheel.
Controls: Separate Manual Regen switch to initiate the manual regen process for the EPA2007 Diesel Particulate Filter. Fuel Requirements: ULSF diesel fuel (15ppm max sulfur content)
- 2.6 A minimum of two (2) heavy-duty exhaust hangers is required from the rear axle to the rear extension of the vehicle. Hangers shall be bolted to chassis or structure, NOT WELDED.
- 2.7 **Fuel System:** The fuel tank shall have capacity of at least sixty-five (65) gallons. Proper shielding shall be provided. Fuel system should include an engine-mounted filter with spin-on element, and fuel/water separator. The fuel tank will be equipped with one (1) bottom mounted fuel drain plug. Access to the fuel tank shall be provided through the floor.
- 2.8 **Cooling System:** The cooling system shall have sufficient capacity to provide satisfactory cooling at 115 degrees, at sea level and shall be equipped with an overflow tank such that the coolant expelled is saved and restored to the cooling system.
- 2.9 **High Idle System:** A high idle system intended to maintain battery charging under heavy demand and maintain air-conditioning capacity when the vehicle is stationary shall be provided. With transmission in park, a driver-controlled switch shall be capable of increasing engine idle to the OEM recommended rpm. The fast idle will automatically disengage when the vehicle is placed in forward, reverse gears or when vehicle brakes are applied. **It is recommended that the vendor submit description, warranty information and literature information of product with bid. OEM or Approved Equal system is acceptable.**

- 2.10 **Engine Heating System:** An engine coolant and/or oil warming system to assist in cold weather starting are required using a standard external electric supply. Connector should be accessible without raising the hood, and from outside the vehicle. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

3.0 TRANSMISSION AND RELATED COMPONENTS:

All fill tubes must be extended to an accessible position for easy service access.

- 3.1 The transmission shall be a heavy-duty, four-speed automatic minimum, with increased cooling capacity to match GVWR of bus. The shift control shall have **P,R,N,D,4,3,2, and 1** quadrant positions and automatically engage the parking brake when placed in the "P" position. The transmission shall have an external, easy accessible spin-on type filter. Allison 2200 or approved equal. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 3.2 The transmission and drive shaft shall be heavy-duty and each section of the drive shaft shall be equipped with a guard to prevent the shaft from striking the passenger compartment floor or the ground in the event it should break.
- 3.3 The transmission shall have a separate cooling system appropriate for the intended use of the vehicle. The cooling system shall be protected with permanent type antifreeze to twenty-five below zero Fahrenheit. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 3.4 The vehicle shall be equipped with a differential having a gear ratio appropriate to maintain a speed of 70 mph with the vehicle loaded and not exceed manufacturer's recommended operating engine rpm.
- 3.5 **OPTION A: BRAKE RETARDER:** A Telma Retarder or approved equal shall be provided. The Brake Retarder shall be equipped with an on/off switch. The brake shall be mounted between the transmission and rear axle. The brake shall be of sufficient capacity to match the GVWR of the vehicle. The brake control that energizes the brake coils shall be either electronic or mechanical and be compatible with ABS brakes. The controller shall be activated by stage switches engaged by the brake pedal movement. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

4.0 BRAKES, STEERING, SUSPENSION AND RELATED COMPONENTS:

4.1 Brakes:

- 4.1.1 **Service Brakes:** The Anti-Lock Brake System (ABS) foundation brakes shall be a power-actuated hydraulic split system of four-wheel disc-type, with four channel anti-lock braking control. Braking system shall include a red brake warning lamp in the instrument cluster that lights when the parking brake is on,

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when a front or rear hydraulic failure occurs, or when brake fluid is low in the reservoir.

Foundation front and rear brakes shall be a minimum of 14.75" x 1.34" disc rotor with dust covers with a minimum of 74 square inches pad lining or approved equal.

The braking system will be equipped with a remote mounted reservoir for master cylinder fill. Container shall be located in an open area with easy access for service.

There shall be an external filter for the hydraulic brake booster fluid.

- 4.1.2 **Emergency /Parking Brake:** A operated parking brake shall be the heaviest-duty available from the chassis manufacturer. The brake shall be mounted on the right side of the dash for easy access for driver.

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.

- 4.1.3 The brake system shall meet all federal and state requirements for vehicles over 10,000 GVWR for stopping distance, stability while braking, fade resistance, water recovery and warning devices. The warning devices can be OEM's standard if they meet FMVSS standards.

4.2 **Steering:**

- 4.2.1 The steering mechanism shall be constructed so that the vehicle can be easily steered by its operator and shall be such as to make the wheel free from road shock and vibration. The steering mechanism shall be self-centered requiring little or no effort for the operator to bring the vehicle back to a straight-ahead position from a turning position. Steering wheel rim shall be no greater than 20 inches in diameter and the wheel rim shall be of plastic or synthetic resin construction molded over metal. The steering gear box should be placed in an easily accessible location for service.
- 4.2.2 With the vehicle stationary on dry, level pavement, with the engine idling, steering effort shall be as low as possible at the steering wheel. This effort shall remain approximately constant from just off straight-ahead to approaching full lock.
- 4.2.3 There shall be tilt-wheel or adjustable steering column with cruise control. The steering column bushings shall be heavy duty build to not wear quickly.
- 4.3 **Suspension:** Suspension systems shall be appropriate for the intended use of the vehicle. Suspension systems shall provide the low unsprung weight characteristics necessary for passenger comfort without sacrificing vehicle stability and shall provide heavy-duty shock absorbers. **It is recommended that**

the vendor submit description, warranty information and literature information of product with bid.

- 4.3.1 All vehicles are to be front and rear end aligned before leaving the factory.
- 4.3.2 **Front Suspension:** A minimum GVWR of **8,000 pounds** is required with kneeling feature.
- 4.3.3 **Rear Suspension:** A minimum GVWR of **15,500 pounds** with rear air suspension is required with kneeling feature.
- 4.3.4 **Rear Axle:** Rear axle shall be truck type of conventional construction with heavy tubes pressed into a cast center section. Ring gear shall be bolted, not riveted to the differential carrier.
- 4.4 **Wheels and Tires:**
 - 4.4.1 **Wheels:** 19.5 x 7.5 width, 10 hub or size compatible with suspension and GVWR shall be supplied. All wheels shall be the same size. **Both inner and outer rim shall be painted white. Each inner dual wheel shall come with an air valve extender.**
 - 4.4.2 **Tires:** All tires shall be 245/70R19.5, 12 ply, or larger, load range F highway radial. Single front tires shall be highway mileage tires. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.** Michelin XZE or approved equal.
 - 4.4.3 **Spare Wheel and Tire:** Spare wheel and tire shall be the same per section 4.4.1 and 4.4.2.

5.0 ELECTRICAL SYSTEM:

The vehicles are to be supplied with a twelve (12) volt electrical system. Wiring and circuit boards accessible from the interior of the bus shall be used. No exterior access panel will be allowed. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws due to lights, flashers, air-conditioning or heater and other accessories in constant operation. **Uniform As Built Schematics must be supplied and current with all vehicles in WORD or ADOBE READER FORMAT.** All wiring in all vehicles shall be the same. It is recommended that the vendor submit description, warranty information and literature information of product with bid.

All wiring shall be loomed, and held in place by insulated clamps spaced every 12 inches on center. Wiring shall be system coded, numbered or function coded. All wiring must be at least 14 gauge. All wiring shall have adequate electrical insulation and provide flexibility and resistance against solvents or abrasives in accordance with SAE standards. All exposed underbody connectors shall be weather proofed for protection.

- 5.1 **Alternator:** A 270 amp Leece-Neville Model # 4867JB or OEM alternator(s) or approved equal is required. The alternator(s) shall be sized to provide minimum of 90% of the continuous system draw at the engine manufacturer's

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recommended idle or 100% at automatic fast idle. The alternator(s) speed shall not exceed its recommended maximum speed at maximum or recommended engine speed. The continuous system draw shall include all accessories in their "high" position, which could operate as the vehicle is in motion, excluding intermittently operating devices such as turn signal, brake lights or wheelchair ramps. OEM, Leece-Neville or approved equal is required. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

- 5.2 **Batteries:** The battery equipment shall be furnished by the chassis manufacturer where available. The dual batteries shall be maintenance free with reserve capacity of CCA-1950 or approved equal, 12-volt minimum. **The batteries shall be mounted on a stainless steel pull out tray with battery hold down secured with bolts.** The totally enclosed battery compartment shall be vented and the tray shall be coated with an acid resistant coating. The side battery compartment must be located below the floor line with adequate reinforcement brackets mounted to floor supports. Two readily accessible master cutoff switches shall be provided inside of the side battery compartment. One switch shall cut off service to the body electrical panel; the second will cut off service to the ramp, chassis, and telma retarder if selected. Constant power shall be provided directly to the batteries, engine computer and entrance door switch circuit.

Battery positive and ground cables shall be fine stranded, flexible copper with permanently affixed cable connector ends with heat shrink tubing applied. All cable ends shall be fastened in a manner equal to the method used by the OEM.

Positive cable ends at the battery shall use a protective cover or cap as an added insulator.

5.3 **Exterior Lights:**

- 5.3.1 All exterior lights to be single contact. Double contact may be used for tail, stop and rear turn signals. **Light Emitting Diode (LED) lights shall be used for taillights, brake lights, turn signal, collision avoidance lights and clearance marker lights.** Truck-Lite or Approved Equal.
- 5.3.2 Headlights of sealed beam type are required with high and low beams. Sealed beam units shall be of the latest type and low beam rating of 600-hour life. **Headlights shall be wired for daytime running.**
- 5.3.3 Directional signals independent of the brake lights shall be provided and shall have removable amber lens in front and rear. Rear stoplights are to be independent of directional and hazard warning signals.
- 5.3.4 LED Rear stop and taillights shall be provided. Rear stoplights are to be independent of directional and hazard warning signals. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 5.3.4.1 In addition to the normal stop lights provided on the base vehicle an extra LED stoplight shall be provided. This light shall be mounted on

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the centerline of the vehicle above the rear door and shall be wired to operate in conjunction with the normal stoplights. If vehicle does not have a rear door, the light shall be mounted above the rear window.

- 5.3.5 Red rear reflectors shall be provided. Additionally 4 reflectors, two on each side of the vehicle, amber front and red rear, shall be provided.
- 5.3.6 LED mid-ship side directional signals wired to operate with front directional signals shall be provided.
- 5.3.7 A circuit shall be provided for the directional signals which, when on, will cause them to function as traffic hazard warning signals.
- 5.3.8 A rear license plate light shall be provided to meet Federal and State of West Virginia regulations.
- 5.3.9 Two (2) LED back-up lights shall be provided which are adequate to meet Federal and State of West Virginia regulations.
- 5.3.10 A wheelchair ramp light shall be located inside the vehicle to illuminate the ramp and surrounding area of the street. The light shall function automatically when the door is opened and provide illumination in accordance with FTA/ADA requirements.

Installation of the light shall not intrude upon the headroom or effective width of the access area.
- 5.3.11 LED Marker, Cluster and all other lights as required by State and Federal regulations shall be provided. Lights shall operate with or without engine running.
- 5.3.12 The rear hazard flashers shall be activated when the ramp operating circuits are energized.
- 5.3.13 A low profile protected or guarded strobe light shall be installed at the rear of the vehicle. **The Division of Public Transit shall approve the type, installed location and process. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 5.3.14 Two fog lights shall be installed to the top of the front bumper with amber lens, and shall have a separate switch for the driver to operate as needed.
- 5.3.15 Truck-Lite products to be used or approved equal. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 5.3.16 A safety amber LED alert traffic sign design when brake is pressed to alert rear on coming traffic that vehicle is stopping. The sign will display CAUTION STOPPING only. Transpec Model # 7500 or approved equal. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

5.4 Interior Lights:

- 5.4.1 One LED overhead entrance light together with the stepwell lights shall provide no less than two foot-candles of illumination on the entrance step tread, or ramp with the door open. Outside light(s) shall provide at least 1 foot-candle of illumination on the street surface within 3 feet of the step tread outer edge. This system shall provide illumination automatically when the door is open and meet FTA and ADA Standards
- 5.4.2 Overhead entrance and stepwell lights shall be wired to and be automatically activated by a door controlled switch. This circuit shall be on with the key in the run or accessories position. Stepwell light shall be on the side away from wheel splash.
- 5.4.3 An LED lighting system shall be provided. The system shall provide a minimum 8-foot candle illumination on a 1 square foot plane at an angle of 45 degrees from horizontal. All lights shall have lead wire long enough to remove light at least 6" from vehicle for service. All interior lights shall be grounded by an in-harness ground attached in the fuse panel to a common grounding point.

Fire Retardancy, must meet or exceed FMVSS 302, ASTM-E 162 Surface Flammability, and Flame Spread Index F - 5<150..

Light fixtures shall be designed to prevent accumulation of dust, insects and other materials. Light fixture shall have an aluminum base and polycarbonate lens designed for easy maintenance and cleaning. Lens shall be effectively sealed such that incursion of dust and insects is prevented.

Light fixtures shall mount to the interior surface of the vehicle without requirement for perforation of that surface for other than threaded fasteners and wire. Light fixtures shall have formed endcaps that are shaped without sharp corners (rounded) and provide a finished appearance.

- 5.4.4 Ramp light installation shall be designed to illuminate the ramp when deployed at ground level at no less than two foot-candles of illumination. The system shall provide illumination automatically when the ramp is deployed and meets FTA and ADA Standards. Light switch shall be door-actuated on-off.
- 5.4.5 Red location indicator lights shall be provided above all emergency exits.

5.5 Wiring:

- 5.5.1 All wiring shall be loomed, and held in place by insulated clamps spaced every 12 inches on center. Wiring shall be system coded, numbered or function coded. All wiring shall meet all state and federal regulations.

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- 5.5.2 The fuse panel box shall be large enough in order that the wires are not cramped and easily accessible for service. The panel door shall have enough space between door and panel in order that the door and wires do not touch when closed. **The Division of Public Transit shall approve size after bid award. Vendor shall supply description of panel to be used.**
- 5.5.3 All wiring shall have adequate electrical insulation and provide flexibility and resistance against solvents or abrasives in accordance with SAE standards.
- 5.5.4 Wiring shall be correctly grouped and coded and installed such that systems checks, maintenance, and replacement can be affected with minimum effort.
- 5.5.5 Wiring shall be adequately supported and where penetration of structural members occurs grommets or similar devices shall be used to prevent chafing.
- 5.5.4 Where applicable, all circuits shall be suppressed with capacitors to eliminate interference with radio and TV transmissions and reception.

5.6 **Audible Alarms:**

- 5.6.1 A 12 volt dual horn shall be situated beneath the front end of the vehicle, protected from wheel wash.
- 5.6.2 A rear alarm shall be provided that is clearly audible outside of the vehicle when the transmission is in reverse. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 5.6.3 An audible door ajar alarm shall be provided for any rear emergency door.
- 5.6.4 **Intelligent Audible Alarm:** an audible warning signal that alerts the operator to the presence of an obstacle in the monitored zone. The audible signal is designed to intuitively represent the location of an object in the monitored zones. ECHOVISION or approved equal. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

5.7 **Electrical Fuses/Circuit Breakers:**

All fuses and/or circuit breakers other than the chassis OEM's shall be placed in single or multiple blocks, easily accessible from the inside of the vehicle so that the driver can change fuses or reset the circuit breakers. The box lid shall be side or bottom hinged and contains a readily visible circuit diagram of the electrical services. Any in line fuses shall be readily accessible.

6.0 **HEATING AND AIR CONDITIONING:**

6.1 **Heating System:**

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- 6.1.1 The heating system shall provide separate systems of heat for both driver and passengers as well as defrost air for the windshield. The windshield defrost system shall have a three-speed control. The system shall provide for comfortable temperature for passengers throughout the vehicle by providing a total of 120,000 BTU/hour output. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 6.1.2 Approximately 20,000 BTU's shall be provided by the front system and shall be distributed as to direct sufficient heat for defrosting as well as driver comfort from the dash.
- 6.1.3 Auxiliary heaters in the back of the vehicle shall be provided to ensure consistent heat distribution throughout the vehicle. Three-speed control for the auxiliary heater shall be provided. Rear heating output shall be at least 65,000 BTU/hr for the curbside heater and 65,000 BTU/hr for the street side heater. One of the two passenger heaters shall include a circulating pump. Circulator pump(s) shall be protected by a manual reset breaker or fuse. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 6.1.4 The windshield-defrosting unit shall have an extra adjustable defrosting unit centered to the right side window in the driver compartment. A screen is to be installed under the defrost vent holes to prevent foreign objects from falling into defroster motor. Defrost outlets (vents) shall be adequately placed to allow for the unit to defrost the front left and right side windows at mirror location.
- 6.1.5 A stepwell system heater shall be provided to eliminate ice and snow build-up. The heater shall be electric and mounted to the underside of the first step. **NO TAPE IS TO BE USED TO SECURE HEATER. Location to be approved by the Division of Public Transit. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

6.2 **Air Conditioning:**

The following specifications are applicable to all vehicles furnished to these specifications. The air conditioner shall use 134-A refrigerant. Separate systems are required for the driver and passengers.

- 6.2.1 The installed a/c system shall cool the interior of the vehicle to seventy-two degrees (72F). The cooling mode shall be capable of reducing the passenger compartment temperature from 110 degrees to less than 90 degrees in less than 20 minutes after engine startup under the following conditions: (1) engine speed shall be limited to fast idle that may be activated by a driver controlled device; (2) the vehicle shall be parked in direct sunlight with the ambient temperature of 100 degrees and the humidity less than 20%; (3) there shall be no passengers on board and the doors shall be closed; (4) the cooling mode may operate independent of the propulsion system and outside air may be cut off during the cooling down period.

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- 6.2.2 Dual compressor (minimum) are required and each shall be a nominal ten (10) cubic inches in displacement. Compressors shall be driven off the vehicle's engine. All lines and hoses within the engine compartment must be routed and secured so as not to interfere with access to other engine systems particularly those involved in routine servicing or which generate significant amounts of heat or electrical current. **Compressors whether chassis supplied or included at time of conversion MUST be covered under the A/C manufacture's warranty. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 6.2.3 Condenser for the passenger system shall be a minimum of 108,000 BTU rating. The condenser shall have a minimum of three (3) fans. The condenser fans and motors shall be enclosed within the condenser housing. Coil shall be copper tube, expanded into aluminum fins. Integral high/low pressure cutouts to be wired into the clutch circuit or low-pressure cutout to be wired to suction line and high-pressure cutout to be wired to liquid or discharge line. The fans shall be dynamically balanced with permanent magnet totally enclosed motors. The condenser shall blow air on an angle down from the vehicle chassis to prevent recirculation of hot air. The condenser shall have a sight glass and a filter dryer. The system shall be skirt mounted on the left side of the vehicle. Thermo King, Carrier or approved equal shall be used. **Each condenser shall have rubber mud flaps hung both for and aft of each condenser (Total of 4). It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 6.2.4 Rear evaporator shall be a minimum of 86,000 BTU rating. Shall have three-speed continuous duty permanently-lubricated motors and shall include blower assembly rated at 1265 CFM. The cooling coil shall have a minimum fins three (3) rows deep. Thermostatically controlled expansion valve shall be provided. Frame shall be galvanized heavy-duty metal with integral drain pan and washable filter. The cover shall be made of durable ABS plastic.
- 6.2.5 Air from dash duct shall have provision to divert air to defrosters. In-dash unit shall not interfere with removal or replacement of the engine cover or be blocked by the door control mechanism. The evaporator shall be a minimum of 20,000 BTU/hr.
- 6.2.6 Evaporator shall be equipped with two (2) independent drain lines with a check valve to maintain positive condensation drain flow.
- 6.2.7 Dash evaporator shall be 26,000 BTU/hr, have a minimum two-speed continuous duty permanently lubricated motors and shall include blower assembly rated 525 CFM. Copper coil with aluminum fins, four rows deep, galvanized heavy-duty frame and coil and sheets. Thermo King, Carrier Systems or approved equal shall be used. **THE DASH COMPARTMENT AIR SHOULD HAVE THE SAME AIR FLOW CAPACITY AS THE OTHER A/C UNITS TO MAKE THE AIR FLOW EQUAL THROUGHOUT THE DRIVERS COMPARTMENT AREA. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

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- 6.2.7.1 System shall include a supplemental 35,000 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.
- 6.2.8 The passenger area air conditioning system shall be separately controlled from a supplemental driver's control panel located at the driver's position. Controls shall include on and off three- speed blower switch and a rotary thermostat switch.
- 6.2.9 The components of the a/c system shall be readily accessible for maintenance. Refrigerant hoses shall be Carrier Transcold Quick Click, Thermo King or approved equal. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 6.2.10 Air conditioning circuits shall be protected with manual reset circuit breakers or thermal relays.
- 6.2.11 Vendor shall provide a list of companies or individuals, and their addresses, which stock repair parts in the purchaser's area and who can perform warranty and service on the products furnished.
- 6.2.12 The vendor shall furnish one copy of complete installation, maintenance and operating instructions for each different model, size and type of equipment furnished to each transit system.
- 6.2.13 **OPTION B: ROOF MOUNT A/C CONDENSER SYSTEM:** A six fan outside roof top a/c system which meets the requirements of Section 6.2, and includes an upgrade of a 270 amp alternator. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

THE ROOF SECTION IS TO BE REINFORCED WITH ADDITIONAL ¼ inch C CHANNEL METAL TO THE STRUCTURE UNDER BODY TO SUPPORT THE A/C CONDENSER TO CONTROL FLEXING OF THE ROOF AND A/C UNIT.

7.0 ROOF HATCH:

Vehicles shall be equipped with two (2) 23"x 23", vent/escape hatch. Specialty Manufacturing, Transpec or approved equal. Roof hatch must meet or exceed all federal regulations. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

8.0 INSTRUMENTS AND CONTROLS:

As a minimum the following instruments are to be provided:

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- Electric Speedometer with recording odometer
- Electric Engine tachometer
- Voltmeter
- Electric Oil pressure gauge
- Electric Fuel tank level gauge
- Headlight high beam indicator
- Parking brake indicator
- Power port for cell phone—supplied by manufacturer
- Directional signal and flasher action light
- Engine hourmeter
- Electric coolant temperature gauge
- Shift lever with interlock

All instruments are to be grouped on a single panel in full view of the driver with no instruments obstructed by controls, trim panels or other appurtenances and arranged in a consistent and uniform manner. Instrument panel shall be mounted ergonomically in a wrap around soft touch automotive style.

All vehicles shall be equipped with a separate dash illumination control.

All vehicles shall be equipped with a durable digital clock installed in the upper front center position of the vehicle. The clock, with a minimum area of 8 inches x 3 inches, shall be of sufficient size to allow for passenger viewing.

8.1 Circulation Fan

A two-speed heavy duty commercial vehicle circulation fan shall be provided in the driver's area for increased circulation. The fan shall be a minimum of 6" in diameter with at least a three-position control switch. Location will be approved by the West Virginia Division of Public Transit. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

9.0 BODY

9.1 General:

- 9.1.1 The body shall have a metal frame providing a complete cage. Steel cage should be at least 14 gauge and 1 ½ " x ¾" steel box tubing, or approved equal for the passenger compartment and shall be integrated into the cab structure to provide a unified crash resistance structure. Body shall be built as an integral unit mounted on chassis and adequately reinforced at all metal framed joints where stress concentration may occur. One-inch high-density polystyrene insulation sandwiched between 3/16" luan with an R-8 value is acceptable. Only a continuous weld of body mount brackets is acceptable. Front end support members shall be strengthened to properly support the dash and vibration of the vehicle. Body mounts must be positioned so that they will not interfere with suspension components. **Honeycomb fiberglass and two-sided tape construction is not acceptable. Vendor is recommended to supply description, methods of joining and assembling components or sub**

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assemblies, method of attaching the body to the chassis, warranty information and literature of product with bid.

- 9.1.2 Federal and state requirements including FMVSS #220 Rollover Protection is required to be met. The side and end forming shall be so designed and constructed that they will carry their proportion of the stresses imposed and absorb excessive impacts with as little damage as is practical. Adequate reinforcement shall be installed around all doors in order to transfer the stresses around these openings. All posts in body side and roof sections shall be of square section tubing or equal construction securely fastened to the underframe structure so that the entire frame shall act as one unit without any movement at the joining. The end posts shall be designed to standards, as required by federal and state standards for shear, static load on roof and side panel impact protection.
- 9.1.3 Before assembling, all non-anodized painted metal body parts shall be given thorough multiple stage anti-corrosion treatment and zinc chromate prime paint shall be applied to both aluminum and steel.
- 9.1.4 All nuts, bolts, clips, washers, clamps and like parts shall be given a coat of primer paint as additional protection against corrosion. **All exterior covered or uncovered screws and bolts shall be stainless steel.**
- 9.1.5 Interior surfaces of any exterior painted body panels and post, which are covered by trim materials shall be given a coat of primer paint as additional protection against deterioration.
- 9.1.6 All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate type or acceptable substitute.
- 9.1.7 All interior panels shall be riveted, welded or fastened to the body frame. All fasteners shall be installed to resist vibratory loosening. Exterior seams shall be constructed in such a manner that they shed water; the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone. All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate tape, butyl rubber type or approved equal.
- Body shall be thoroughly water tested and made tight to prevent leakage.
- 9.1.8 All vehicles purchased under this contract shall, during the course of manufacture and prior to acceptance, be subjected to a water test to determine body leaks. This test shall consist of a series of nozzles, which are strategically located around the perimeter of the vehicle as to spray water over the entire surface of the vehicle. The nozzles shall eject a volume of water no less than twenty-two pounds per square inch measured at the nozzle tip. **The vendor shall provide water testing procedure with the bid.**
- 9.1.9 All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished.

- 9.1.10 Lower skirts to be of thick molded fiberglass. Skirt seams **MUST** be placed above the wheel wells or adjacent to one of the A/C skirt condensers only.
- 9.2 **Body Panels:**
- 9.2.1 Roof and side panels shall be aluminum, FRP, galvanized steel or approved equal with one-inch (minimum) thick rigid foam insulation or equivalent. Side panels above the floorline shall be aluminum, FRP, galvanized steel or approved equal on the exterior of one-piece construction firmly attached to the frame structure to present a smooth appearance. **Application of exterior sidewalls with two sided tape is not acceptable.**
- 9.2.2 Skirt panels below the floorline shall be detachable and separate from the above panels for ease of maintenance and repair. Seams **MUST** be placed only above wheel wells or adjacent to the A/C skirt condenser.
- 9.2.3 A galvanized steel or aluminum underfloor shall be provided for the whole section of the passenger compartment.
- 9.2.4 Interior and exterior panels of unit shall be riveted and/or bolted to frame members.
- 9.2.5 A one-piece roof shall be provided to minimize water leakage problems.
- 9.2.6 Stepwells shall be steel or approved equal, one-piece construction welded into the floor and side structures.
- 9.2.7 Wheel housings shall be steel and provide clearance for wheels equipped with chains and to allow a wheel to be removed with the vehicle jacked on the rear axle. There shall be a flexible valance to minimize wheel splash.
- 9.2.8 Insulation of rigid closed cell polystyrene or bagged fiberglass shall be provided for the full depth of the structure between all interior and exterior panels and any cavity between the subfloor and floor construction. **It is recommended that the vendor specify type of insulation with their bid, with documentation that it's flame retardant and non-toxic.**
- 9.2.9 A firewall shall separate the engine and passenger compartments, providing both thermal and acoustic insulation, sealing against intrusion of exhaust gases into the vehicle and providing sufficient sound attenuation to maintain a maximum 86db level in the passenger compartment. The firewall shall be constructed of flame resistant materials or sprayed urethane.
- 9.3 **Roof Gutters:**
- Water deflecting roof gutters shall be provided over ambulatory and wheelchair accessible doors and over the driver's windshield.

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9.4 **Doors-Access and Entrance/Exit:**

- 9.4.1 **Access Doors:** Access doors shall be provided where necessary to service transmission, engine, radiator, batteries, air conditioning, and radio system components.
- 9.4.2 **Ambulatory Passenger Doorway:** A driver operated 2 leaf, outward opening passenger access door shall be located toward the front of the right of the vehicle. Dimensions shall be:

Overall Clear Height	Approximately 72"
Overall Clear Width	Not less than 30"
Tread Depth	Minimum of 9"
Riser Height	Maximum of 9"
Distance Step to Ground	Maximum of 12"

The door shall be fully glazed or provided with upper and lower windows allowing the driver an adequate view of the curbside area outside of the door. **Tempered, shatterproof safety glass shall be used.**

When the door is closed, the lower step may protrude up to 1.25" beyond the closed door.

Brushes or other appropriate seals shall be fitted to the bottom of the door panels to assist in sealing and snow clearance.

- 9.4.3 **Door Operating Mechanism:** Door mechanism shall be all electric gear driven mechanism that shall be located in a panel above the door. Door shall be key operated from the outside and by rocker or toggle switch from the driver's console. **Vendor shall supply description of system with bid.** Grease fittings shall be installed on the door cam arms on top of hex shaft on door leaves. Door must have an emergency release in case electric is not properly working.

- 9.4.4 Stepwell shall be constructed of corrosion resistant material adequately reinforced to prevent deflection. Individual risers shall not exceed a maximum of 9 inches in height and in the case of more than one riser all shall be the same height. Tread depth must be a minimum of nine inches. The bottom step shall be reinforced to minimize damage to this area. The stepwell heater shall be an electric pad or stainless steel system.

- 9.4.5 Doorway shall be an integrally welded steel structure with a surround and header of minimum 10-gauge steel.

- 9.4.6 **OPTION C: EMERGENCY REAR EXIT DOOR:** A full rear emergency exit door with a minimum clear opening of 37x65 shall be provided. Emergency exit door shall be required on all floor plans. Cam over style hold back shall be mounted from door to door header to hold door open in case of an emergency. **It is recommended that the vendor supply floor plan with this option.**

Large upper and lower windows shall be provided in the door to maximize rearward visibility.

9.5 **Floor Construction and Covering**

9.5.1 Floors shall be constructed of a minimum of third-fourths (3/4) inch, five ply, exterior BC grade (or better) pressure treated water-resistant plywood firmly secured to the floor structure.

9.5.2 Floor covering shall be laid without gaps or openings. Joints shall be filled with color matching material so as to be tight against any influx or seepage of water and all edges to be sealed.

9.5.3 Floor shall be laid in such a manner as to be free from squeaking.

9.5.4 All flooring shall be RCA Transit Flooring or Approved Equal. **Floor covering to be BLUE and shall contrast with seat cover colors. Vendor to supply sample of flooring.**

9.5.5 Entrance area shall be covered with three-sixteenths (3/16) inch ribbed floor covering. All step edges to be marked in accordance with FTA/ADA requirements. **(Grit Style Yellow is the preferred color). It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

9.5.6 Floor covering under seats shall be one-eighth (1/8) inch smooth floor covering.

9.5.7 Aisle front entrance and securement areas shall be covered with three-sixteenths (3/16) inch ribbed floor covering.

9.5.8 A Standee Line is required. Color to be the same as the step nosing. **(Yellow is the preferred color).**

9.6 **Insulation**

9.6.1 Insulation of rigid closed cell polystyrene or bagged fiberglass shall be provided for the full depth of the structure between all interior and exterior panels and any cavity between the subfloor and floor constructions. Bidders shall specify type of insulation with their bid together with evidence that it is flame retardant or sprayed urethane and non-toxic.

9.6.2 The vehicle shall be fully undercoated and rust proofed at the point of manufacture before delivery. **Ziebart, Tectyl, Symtech or approved equal shall be used. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

9.7 **Bumpers:** Unpressured, self contained, self restoring, energy absorbing bumpers of the HELP (Romeo Rim or Approved Equal) system shall be fitted to the rear of the vehicle. Brackets will be constructed in a manner to allow for vehicle towing and to support vehicle on jack stands. **It is**

recommended that the vendor submit description, warranty information and literature information of product with bid.

- 9.8 A 2" minimum rubber rub rail installed at floor level shall extend the full length of each side of the vehicle.

10.0 Transit Loading Ramp

- 10.1 Transit Loading System – A power operated 32"x48" Braun Bi-Fold ramp system or approved equal is required. The ramp shall comply with the requirements defined in 49 CFR PART 38, Subpart B, §38.23c and shall provide ingress and egress quickly, safely and comfortably for a passenger in a wheelchair from a level street or a curb.

The vehicle shall have a kneeling function that works when the entrance doors open the front suspension kneels and the rear suspension kneels when the ramp is operated.

The ramp controls shall be a weatherproof switch mounted on the exterior sidewall and labeled as to its function. The switch has be recessed into the wall to prevent the switch from be damaged. The driver's area shall also have a switch to operate the ramp.

The system shall be interlocked with the vehicle brakes, transmission or door, or shall provide other appropriate mechanisms or systems, to ensure that the vehicle cannot be moved when the ramp is not stowed and so the ramp cannot be deployed unless the interlocks or systems are engaged.

The device shall incorporate a manual method of lowering to ground level with a ramp occupant, and raising and stowing the empty ramp if the power to the ramp fails.

The buses shall meet all requirements of 49 CFR, Part 38, Subpart B: ADA Accessibility Specifications for Transportation Vehicles – Buses, Vans and Systems. This includes the loading system, wheelchair accommodations, interior circulation, passenger information, lighting, doors, signs, etc.

Space and body structural provisions shall be provided at the front door of the bus to accommodate the wheelchair loading system.

- 10.2 Electrical control switches shall be completely weather proof and labeled as to function. All switches shall be of the momentary type.
- 10.3 An interlock system shall be provided which renders the ramp inoperative unless the transmission shift lever is in the "Park" position, and the emergency brake is applied. **The Intelligent Interlock System or approved equal shall be used. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 10.4 Activating the ramp circuitry will cause the rear hazard lights to flash.

10.5 Ramp shall have a grounding strap from the chassis frame to the ramp frame.

11.0 SEATING AND SECUREMENT

A minimum seating capacity as outlined in the general characteristics is required using forward facing flip seats where necessary with their bids. **Seating diagrams shall be provided with bid submittal.**

11.1 Passenger Seats

11.1.1 Seats shall be Freedman Integrated 3-Point or approved equal, Seat shall be Mid-back individual-bucket and contoured configuration. Upholstery shall be vinyl grade 3 or higher with mildew resistant, antimicrobial and antibacterial properties with ABS Knee-Saver back. **Description of offered product to be provided with bid submittal. Two (2) seat belt extenders shall be provided per vehicle ordered.**

11.1.2 A padded grab rail shall be provided on each forward facing seatback and all foldaways. Grab rail does not have to be on rearmost seats.

11.1.3 The seats shall be equipped with the Freedman Integrated 3-Point system or approved equal and shall comply with FMVSS 210. Belts shall be fully retractable into each seat. All belts shall be permanently kept in the correct position for securement applications. **It is recommended that the vendor submit description, warranty information and literature information of product with bid. Vendor shall supply the FMVSS report for the seating.**

11.1.4 Seats shall use a single T pedestal leg with black painted finish and side rail for mounting.

11.1.5 **Priority Seating:** Appropriately positioned signs shall indicate that the first two rows on each side are designated as priority seating for the elderly and persons with disability.

11.1.6 Seats shall conform to the following dimensions:

Width per passenger -	18 inches
Height of seat cushion -	18 inches above floor
Depth of seat -	17 inches max
Height of seat back -	22 inches max
Hip-to-Knee room -	27 inches minimum
Aisle width -	14 inches minimum

11.1.7 Seats and seating shall comply with the following FMVSS Standards:

207	Seating Systems
208	Occupant Crash Protection
209 & 210	Seat Belt Assemblies and Anchorage

11.1.8 **Driver's Seat:** The driver's seat shall be power high-back bucket seat with commercial grade cloth material that matches the color of the passenger seats. Grade 3 cloth minimum. Driver's seat shall have a folding armrest on the right

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side as a minimum.. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

11.1.9 A fold up armrest will be provided on each aisle seat only. Seat shall have FMVSS certified seat-belts with retractor as stated in Section 11.1.3. Seat shall have a minimum of 4 inches fore and aft adjustment. Seat installation shall allow for unimpeded movement over the whole seat range.

11.1.10 **OPTION D: CHILD RESTRAINT SEAT:** Option to upgrade one double mid-high to a double child restraint seat. Integrated child restraint seat which is capable of securing a child between the heights of 33" and 49" with weight between 20 to 60 lbs. Instructions for the securement shall be printed on the seat and shall be easy to understand. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

11.1.11 **OPTION E: CLOTH PASSENGER SEATS:** A minimum commercial grade cloth #3 shall be used on passenger seats. See section 11.1 for description of seat. **It is recommended that the vendor supply a sample of the grade of cloth with bid.**

11.2 Mobility Aid Securement

A restraint system shall be provided for the occupant of the wheelchair at each wheelchair position. The restraint system shall be a seat belt assembly permanently attached to the floor or side of the vehicle or to the wheelchair lock supports. The restraint system shall be capable of securing a passenger in all types of wheelchairs or Scooters, while the chairs are locked in position. The seat belt shall be at least eighty (80) inches long and shall be easily fastened and unfastened by the wheelchair occupant. Each seat belt shall be equipped with a retractor or other device, which keeps the seat belt webbing or strap off the floor when the seat belt is not in use. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

A complete retractable wheelchair and occupant restraint system with S-Hooks shall be installed at each wheelchair location. The system will have automatic belt retractors; tensioning knobs; and easy to use tension release mechanisms. The system shall be a Sure-Lok Titan AL712S-4C; Q-Strait QRT Deluxe or approved equal. **L-Track System to be used. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

Vendor will include four (4) 16" quick straps or approved equal for each securement location.

11.3 Passenger Assists

11.3.1 Passenger assists shall be constructed of seamless stainless steel tubular stock having an outside diameter of between 1.25 inches and 1.50 inches and shall be

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provided as specified below on all including. Assists shall be securely installed to prevent passengers from moving or twisting the assists when grasped.

- (a) Assists shall be installed as inclined hand rails 30 inches above the step treads on both sides of the passenger step well.
- (b) Passenger assists shall be provided as floor-to-ceiling vertical stanchions at the top of the steps on both sides of the step well and shall be fully padded above seat level.
- (c) Passenger assists shall be provided as overhead assists on both sides of and parallel to the center aisle for the full length of the passenger compartment except where they will substantially interfere with wheelchair operations.
- (d) Passenger assists shall be provided as vertical stanchions, padded above seat level, elsewhere within the vehicle including the driver's barrier (see 11.4) and behind the rearmost passenger seats.

11.4 Modesty Panels

- 11.4.1 Sturdy modesty panels constructed of padded material complementing the interior trim shall be provided ahead of the forward row of seats on both sides of the aisle. A full height ¼" LEXAN translucent barrier shall be provided behind the driver's seat and above the modesty panel. **Installation of modesty panel must be approved by the Division of Public Transit.**

12.0 WINDOWS/GLAZING

- 12.1 **Windshield** shall be OEM tinted and shall have a 1.5 inch graduated dark band at the top and bottom. Windshield shall be 2 pieces and laced in "not glued".
 - 12.1.1 **Windshield Wipers** shall be three-speed (intermittent, low and high) heavy duty with washers that are automatically controlled by the driver. An exterior access panel shall be provided below windshield for servicing of wiper motor.
- 12.2 **Passenger Windows** shall be T slider top mounted with at least two curbside and two street side hinged to provide emergency egress. The location of the egress windows shall minimize interaction with the location of any folding seats to the extent that this is practical. Emergency exits are to be denoted with fade and peel resistant decals. Size shall be approximately 36 inches wide by 36 inches high with 1/8 inch AS-2 tempered glass tinted for 31 percent transmittance. Heavy Duty latches are to be used on all windows.
- 12.3 **Passenger Door** panels shall have full height AS-3 tempered glass windows for maximum visibility of the curb.
- 12.4 **Rear Windows** where a rear emergency door is not provided, the rear window shall be the largest possible hinged emergency egress type. **Vendor shall submit dimensioned diagram with bid.**
- 12.5 **Driver's Window** shall be sliding two-piece or have an opening section large enough for easy access to mirrors or payment of tolls, etc.

13.0 MIRRORS and SUNVISIOR

- 13.1 **Exterior:** Two 8 1/2" x 13 1/2 (minimum size) fully in two planes adjustable mirrors shall be provided; one located at the left front body corner and one provided on each side of the vehicle. **The mirrors shall be remote controlled and shall be heated. Crossover mirrors are not acceptable. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 13.2 **Interior:** Vehicle shall be equipped with rectangular flat mirror with a viewing area of at least 6"x 16". This mirror will be centered in the upper forward position of the vehicle.
- 13.3 **Sunvisors:** Driver's sunvisors shall be provided for both the windshield and the driver's window.
- 13.4 **Driver's courtesy lights:** shall be located to the left rear (upper) side of compartment and will allow for full movement of left side sunvisor.
- 13.5 **Fresnel Len:** Each vehicle shall be equipped with a large Fresnel flat, wide-range lens, approximately 11x14 inches, ready for installation/placement by the purchaser upon delivery of the vehicle.

14.0 MUDEFLAPS

Rubber mud flaps shall be provided at all wheels. No hard plastic shall be permitted.

15.0 RADIO INSTALLATION/ VEHICLE COMMUNICATION

- 15.1 The vehicle shall be provided with adequate grounding material at roof level or at side level as directed for a radio antenna. Such material shall provide direct grounding to the main vehicle body frame.
- 15.2 A conduit or other path shall be provided for an unexposed antenna cable routing between the antenna mounting area and an area to be provided for installation of a mobile radio receiver within easy reach of the driver, together with the necessary wiring for a power supply.
- 15.3 Vendor shall supply a ground wire, loom (conduit) and pull wire. A power wire is not necessary. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

16.0 AM/FM CD/Clock Radio

Vehicle shall be equipped with the OEM's deluxe digital AM/FM and CD clock radio stereo with a 6-speaker system for the passengers. Deluxe aftermarket radio manufactured by Panasonic with clock and CD feature is an approved equal. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

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One (1) additional speaker shall be installed in the driver's door or driver's side of the dashboard

17.0 STORAGE COMPARTMENT

- 17.1 A storage compartment capable of accommodating jumper cables, seat belt cutter and other items shall be provided in the front header above the driver. The compartment will be provided with a latching or other mechanism to hold it in the open position.
- 17.2 Bottom hinged compartment doors will be provided with restraint straps to limit its movement to 90 degrees. **The Division of Public Transit must approve location and size.**
- 17.3 Tuffy storage boxes are accepted as an approved equal when no room is available as specified. Floor mounted to curbside of engine cover. **The Division of Public Transit must approve location and size.**

18.0 EMERGENCY /SAFETY EQUIPMENT:

- 18.1 **First Aid Kit:** First-aid kit shall comply with Federal Motor Vehicle Carrier Safety Regulations Part 393(h), Section 393, Part 96(c), with a minimum of 15 units. First-aid kits shall be mounted so as to provide for easy access in the event of an accident, away from foot traffic.

Kit shall be housed in a metal box, which contains at least the following items:

Instant Cold Pack (1)
 Certicaine Burn Spray (1 oz.)
 1" x 3" Adhesive Bandages (25)
 ¾" x 3" Adhesive Bandages (10)
 Extra Large Adhesive Bandages (10)
 3" x 3" Gauze Pads (10)
 Antiseptic Wipes (10)
 Alcohol Prep Pads (20)
 Ammonia Inhalants (10)
 2" x 6 yds. Gauze Bandage
 ½" x 2.5 yds. Adhesive Tape
 Burn Ointment (1/8 oz.) (4)
 Insect Sting Swabs (4)
 PVP Iodine Swabs (4)
 Tweezers (1)
 Scissors (1)
 Safety Pins (5)

- 18.2 **Fire Extinguisher:** A 5 lb. dry chemical fire extinguisher with a minimum of a 20-A: 180-B:C rating shall be provided in vehicle and shall be mounted in an access compartment with a hinged door or on a vehicular-type quick access bracket away from foot traffic.

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- 18.3 **Reflectors:** Three bi-directional emergency reflective triangles conforming to requirements of FMVSS No. 125, Section 571.125 shall be secured in the storage compartment of the vehicle.
- 18.4 **Bloodborne Pathogen Protection Kit:** A 10 unit (minimum) kit (Alabama Approved) housed in a polypropylene or metal box and containing at least the following items:
- Gown/Cap (1)
 - Goggles (Eye Shield) (1)
 - Mask (1)
 - Sets of Gloves (3)
 - Infectious Liquid Control Powder (2 oz.)
 - Scraper (1)
 - Red Bio-Hazard Bags with Ties (2)
 - Crepe Towels (2)
 - Antiseptic Towelettes (4)
 - Disinfectant Towelette (4)
 - Mouth-to-Mouth Barrier (1)
 - Scoop Bag (3)
- 18.5 **Seat Belt Cutter:** A Sure-Lok model # 8705 or approved equal, shall be secured in the storage compartment of the vehicle.
- 18.6 **Wheel Chocks:** Each vehicle will be equipped with one (1) set of wheel chocks with storage.

19.0 FIXED ROUTE PACKAGE

- 19.1 **Front and side digital destination signs** shall be provided. A lightweight all LED sign that provides a wide viewing angle for visibility at day or night with automatic brightness adjustment. Signs must be compatible with Windows 95/98/2000/XP/Vista or NT message programming platform for easy transit system use. The signs must come with all accessories in order for the transit systems to be able to change routes daily if needed, including an operator control unit (OCU) with PC card port for data uploading will be required for each bus along with a 12V DC converter. The destination signs must meet all ADA standards and must have a minimum operating life of 100,000 hours. The sign shall be fasten to body of the vehicle on the top and bottom of each destination sign to secure and eliminate all movement. Brackets should be used in addition to normal installation procedures to secure signs at the top and bottom. **The Division of Public Transit shall approve size and location of windows. It is recommended that the vendor submit description, warranty information and literature information of product with bid. Twinvision or Approved Equal shall be supplied. Programming Card shall be supplied with each model year orders.**

Dimensions: FRONT- All LED 16x160 small pitch sign with display area of 6.1 x 47 and a case size of 8.9 x 49.9 x 2.75. SIDE- All LED 14x72 with display area of 4.25 x 28 and a case size of 6.9 x 30.75 x 2.5. All programmable software and hardware is to be provided. Customer support shall be provided.

- 19.2 Control panel for the signs shall be located at a position convenient for driver operation and shall be approved by the Division of Public Transit.
- 19.3 Farebox provision prewiring and stanchion for the farebox installation shall be provided to the right of the driver's seat, beside of the driver's modesty panel.
- 19.4 Mobile PA with Boom Mic and with one external speaker and 4 internal speakers shall be provided. P.A system shall be separate from radio system. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 19.5 A pull cord system stop request and chime with touch tape at wheelchair positions and drop cords between windows shall be provided. The visible colored light must display "Stop Requested". The request system must meet all ADA standards. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 19.6 Provide and install REI Bus-Watch system with DBW4 80g hard drive, seat mounted security box with keys and three (3) color dome cameras per bus. Locations of camera to be selected by the Division of Public Transit.

20.0 MANUALS

The contractor shall supply at the time of delivery of the vehicles, each Transit Authority the following Manuals:

- One (1) Chassis Operators Manuals per vehicle
- One (1) Bus Body Operators Manuals per vehicle
- One (1) Chassis Service Manuals per Transit Authority
- One (1) Chassis Parts Manuals per Transit Authority
- One (1) Vehicle Body Service Manual per Transit Authority
- One (1) Vehicle Body Parts Manual per Transit Authority
- One (1) wiring schematics of auxiliary circuits per Transit Authority
- One (1) copies of any other necessary print need for the maintenance of the vehicle.

21.0 PAINTING, FINISHING, AND SIGNAGE

21.1 **Interior:** Ceiling and side panels shall match the interior color scheme and provide a hard vandal resistant, flame-retardant surface. **Available interior paint and trim schemes shall be provided by the bidder for review and selection by the Division of Public Transit.**

21.2 **Exterior**

21.2.2 **Paint:**

Surfaces shall be properly cleaned and primed, as appropriate for the paint used. All exterior surfaces shall be impervious to gasoline and

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commercial cleaning agents. The exterior of each coach shall be painted in a basic white or light cream color as furnished by the chassis manufacturer. One or more horizontal reflective decal stripes shall encircle the vehicle immediately below the window line. Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals.

21.2.3 Paint Scheme:

Paint schemes and paint colors of the agencies receiving the vehicles will be furnished to the successful Vendor.

Each agency will have a logo and striping scheme. Each agency's logo and striping scheme will have at least 3 colors, with the possibility of up to 5 colors.

The Vendor shall stripe the vehicle with exterior reflective vinyl tape meeting DOT-C2 standards that match the agency's logo and striping scheme.

21.2.4 Signage:

The following internal and external signage is required. Lettering to be Helvetica Medium. Numbers to be 4 inches unless otherwise specified for external signage. **Full details of size and location will be agreed upon between the Division of Public Transit and the successful bidder.**

21.2.5 Interior Decals:

- 1) "No Smoking" sign shall be installed on the driver modesty panel.
- 2) "All Passengers Are Required to Wear Seat Belts When Vehicle Is In Motion" sign shall be installed on the driver modesty panel.
- 3) "Clearance ___ feet ___ inches" above driver's visor. (These specific figures on clearance will be determined by exact dimensions of vehicle.)
- 4) Emergency Telephone Numbers
Police:
Ambulance:
Fire:
Transportation System:
- 5) Emergency Equipment sign shall be applied to the storage compartment above the driver's seat.
- 6) Priority Seating Decals: shall be supplied for the first two forward fixed facing seats on both sides.

21.2.6 **Exterior Decals:**

- 1) "This Vehicle Makes Frequent Stops"
on the backdoor of the vehicle.
- 2) The International Wheelchair Accessibility
Symbol on the backdoor of the vehicle.
- 3) "CAUTION: LOADING AND UNLOADING PASSENGERS"
- 4) "THIS VEHICLE STOPS AT ALL RAILROAD CROSSINGS"

21.2.7 **Exterior Reflective Vinyl Tape:**

The vehicle shall be striped with exterior white reflective vinyl tape around the egress passenger windows, meeting DOT-C2 standards.

Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals.

Using the white reflective vinyl, the successful bidder must circle at least one window on each side, and have one strip running from the front of the bus to the rear. Because some of the existing logos are not on the rear of the bus, the white reflective vinyl must circle the rear emergency door window even when the color vinyl is used in the logo. **The exact location and size will be agreed upon between the Division of Public Transit and the successful bidder.**

22.0 **OPTION F: AUTOMATIC TIRE CHAIN DEVICE**

Onspot Automatic Tire Chains or approved equal shall be provided. An automatic tire chain device that lowers tire chains between the tire and the road surface at the touch of a button mounted on the dashboard shall be provided. Compressor shall be in an enclosed compartment inside of vehicle. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

23.0 **OPTION G: SECURITY CAMERA SYSTEM (CREDIT)**

To provide a credit and delete the REI Bus-Watch system with DBW4 80g hard drive, seat mounted security box with keys and three (3) color dome cameras per bus.

24.0 **OPTION H: SECURITY CAMERA PLAYBACK SYSTEM**

Provide an REI Bus-Watch playback system with 2 extra 80g hard drives and a 17" color flat screen monitor.

25.0 **OPTION I: VEHICLE SKIRT PAINTING**

The body skirt and chassis's low cab of vehicle shall be painted. The Division of Public Transit shall approve and supply vendor color(s) for the body skirt and chassis's lower cab.

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26.0 **OPTION J: FULL BUS BODY PAINT**

The vendor shall supply a full bus body paint for each vehicle ordered. Vendor should supply a sample paint chart with bid. The West Virginia Division of Public Transit will select the colors for each vehicle to be painted.

PART 3 WARRANTY

1.0 WARRANTIES

The Vendor has an obligation to ensure that the entire vehicle is covered by a warranty. The Vendor shall make every effort to assure that all obligations defined under all warranties applicable to the vehicle or any subpart of the vehicle are fulfilled.

2.0 WARRANTY REQUIREMENTS

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Vendor. Consistent with this requirement the Vendor warrants and guarantees to the Division of Public Transit each complete vehicle, and specific subsystems and components as follows:

2.1 Complete Vehicle

The vehicle is warranted and guaranteed to be free from defects and related defects for five (5) years or 75,000 miles, whichever comes first, beginning on the first day after the date of final acceptance of each vehicle. During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the Recipient Agency's(ies) locale(s).

2.2 Warranty of Basic Vehicle Structure

The Vendor shall warranty the frame and suspension members for three (3) years or unlimited miles or Higher OEM warranty. This warranty shall not cover air bags, leveling valves, springs or other normal wearing parts. The Vendor is not liable for warranty if the Recipient Agency(ies) voids the warranty as outlined in Section 3.0 of this Part. If the frame or suspension fails or shows indication of imminent failure, the Recipient Agency(ies) will immediately notify the Vendor of said defect. Within ten (10) calendar days the Vendor will inform the Recipient Agency(ies) on how the Vendor will repair the vehicle. Repair of frame and suspension failures will be the responsibility of the Vendor. Within fifteen (15) calendar days from notification of the defect the Vendor shall begin the repair of the frame and suspension defects. If the vehicle with the reported frame and suspension defect is out of revenue service for more than twenty (20) calendar days because of the reported defect, the Vendor will have to either provide a substitute vehicle of equal seating capacity with wheelchair lift (if applicable) of the same age or newer than the vehicle with the defect or directly reimburse the Recipient Agency(ies) the cost of leasing a substitute vehicle. The maximum daily reimbursement will be \$300. The Vendor will have to continue to provide a substitute vehicle or reimburse the Recipient Agency(ies) until the defect is completely repaired.

2.2.1 Warranty Locations

A description of how and by whom warranty service is to be provided in four (4) areas of West Virginia is to be included in the bid proposal. The information should cover both mechanical and body work. All bidders shall provide vendors who will do the warranty of both chassis and body, including bus body, air conditioning and wheelchair lifts. The four warranty service areas of West Virginia include: The Northern Panhandle, Eastern Panhandle, Central West Virginia and Southern West Virginia. **The vendor to supply warranty agreements with service locations with bid.**

2.3 Subsystems and Components

The subsystems and components are warranted and guaranteed to be free from defects and related defects as follows:

ENGINE: Three (3) years or 150,000miles, whichever comes first or higher of the OEM.
Free from defects in materials and workmanship.

TRANSMISSION: Three (3) years unlimited miles free from defects in materials and workmanship or higher of the OEM.

DRIVE AXLE: Three (3) years or unlimited miles, whichever comes first or higher of the OEM.

BRAKE SYSTEM: Excluding friction material, Three (3) years or unlimited miles whichever comes first or higher of the OEM.

BASIC BODY
STRUCTURE
INTEGRITY: Five (5) years or 75,000
miles, whichever comes first or higher of the OEM.

AIR CONDITIONING
SYSTEM: Two (2) years or two (2)
operating seasons, whichever is
greater or higher of the OEM.

WHEELCHAIR
LIFT SYSTEM: Two (2) years or higher of the OEM.

ALL ADD ON COMPONENTS: Two (2) years, 75,000 or higher of the OEM.

It is recommended that the vendor supply a warranty grid on all components of the vehicle with the Bid.

The Vendor or Manufacture of the vehicle shall be responsible for the entire cost other than the warranty coverage cost that applies when a dealer has to remove aftermarket parts to provide warranty work.

3.0 VOIDING OF WARRANTY

The warranty shall not apply to any part or component of the vehicle that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the Vendor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the Recipient Agency(ies) fails to conduct normal inspections and scheduled preventative maintenance procedures as recommended in the Vendor's maintenance manuals.

4.0 EXCEPTIONS TO WARRANTY

The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the Recipient Agency(ies) such as radios, fareboxes and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Vendor is responsible.

5.0 DETECTION OF DEFECTS

If the Recipient Agency detects a defect within the warranty periods defined in Section 2.0 of this Part, it shall promptly notify the Vendor's representative five (5) working days after receipt of notification, the Vendor's representative shall either agree that the defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the Vendor's representative or is removed and examined at the Recipient Agency's(ies') property or at the Vendor's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between the Recipient Agency and the Vendor. Work necessary to effect the repairs defined in Section 8.0 of this Part shall commence within ten (10) working days after receipt of notification by the Vendor.

6.0 SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, the Recipient Agency(ies) and the Vendor's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the Recipient Agency(ies) reserves the right to commence the repairs in accordance with Section 8.0.

7.0. FLEET DEFECTS

A fleet defect shall be defined as the failure of any identical items covered by the warranty and the specifications herein, and occurring in a twenty percent (20%) portion of the vehicles purchased under this contract.

The Vendor shall correct a fleet defect under the warranty provision. After correcting defect, the Vendor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the vehicles purchased under this contract. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the date of the repair/ replacement for the corrected item.

8.0 REPAIR PROCEDURES**8.1 Repair Performance**

At its option, the Division of Public Transit, or its designated representative, may require the Vendor, or its designated representative, to perform warranty covered repairs that are clearly beyond the scope of Recipient Agency's(ies') capabilities. All warranty work done by Recipient Agency(ies) personnel will be reimbursed by the Vendor.

8.2 Repairs by Vendor

If the Recipient Agency(ies) requires the Vendor to perform warranty covered repairs, the Vendor's representative must begin the work necessary to make repairs, within ten (10) working days after receiving notification of a defect from the Recipient Agency(ies). The Recipient Agency(ies) shall make the vehicle available to complete repairs timely with the Vendor's repair schedule.

The Vendor will provide, at its own expense, all spare parts, tools and space required to complete repairs. At the Recipient Agency's(ies') option, the Vendor may be required to complete repairs. At Recipient Agency's(ies') option, the Vendor may be required to remove the vehicle from Recipient Agency's(ies') property while repairs are being effected. If the vehicle is removed from

Recipient Agency's(ies)' property, repair procedures must be diligently pursued by the Vendor's representative.

8.3 Repairs by Recipient Agency(ies)

8.3.1 Parts Used

If the Recipient Agency(ies) performs the warranty covered repairs, it shall correct or repair the defect and any related defects using Vendor specified spare parts available from its own stock or those supplied by the Vendor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by the Recipient Agency(ies) to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these reports.

8.3.2 Vendor Supplied Parts

The Recipient Agency(ies) may request that the Vendor supply new parts for warranty covered repairs being performed by the Recipient Agency(ies). These parts shall be shipped prepaid to the Recipient Agency(ies) from any source selected by the Vendor within 10 (ten) working days of receipt of the request for said parts.

8.3.3 Defective Components Return

The Vendor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor. Materials should be returned in accordance with Vendor's instructions.

8.3.4 Reimbursement for Labor

The Recipient Agency(ies) shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the current per hour, straight wage rate, plus 53 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area.

These wage and fringe benefit rates shall not exceed the rates in effect in the Recipient Agency(ies) service garage at the time the defect correction is made.

8.3.5 Reimbursement for Parts

The Recipient Agency(ies) shall be reimbursed by the Vendor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 10 percent handling costs.

9.0 WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit, or subsystem is rebuilt or replaced by the Vendor or by the Recipient Agency's(ies)' personnel, with the concurrence of the Vendor, the subsystem shall have the unexpired warranty period of the original subsystem.

PART 4 THE VENDOR'S IN-PLANT QUALITY ASSURANCE REQUIREMENTS**1.0 QUALITY ASSURANCE ORGANIZATION**

The Vendor shall establish and maintain an effective quality assurance organization. It shall be a specifically defined organization and should respond directly to the Vendor's management. The Vendor's complete quality assurance program for purchased components and in-plant inspection procedures shall be available for review by the Division of Public Transit prior to award.

1.1 Control

The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

1.2 Authority and Responsibility

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the vehicles.

2.0 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

The quality assurance organization shall include the following minimum functions.

2.1 Work Instructions

The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

2.2 Records Maintenance

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year after inspections and test are completed.

2.3 Corrective Actions

The quality assurance organization shall detect and promptly assure correction of any condition that may result in the production of defective vehicles. These conditions may occur in designs, purchases, manufacture, tests, or operations that culminate in defective supplies, facilities, technical data, or standards.

3.0 STANDARDS AND FACILITIES**3.1 Configuration Control**

The Vendor shall maintain drawings and other documentation that completely describe a quality vehicle that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each vehicle is manufactured in accordance with these controlled drawings and documentation.

3.2 Measuring and Testing Facilities

The Vendor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

3.3 Production Tooling as Media of Inspection

When production jigs, fixtures, tooling masters patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

3.4 Equipment Use By Division of Public Transit's Inspector(s)

The Vendor's gauges and other measuring and testing devices shall be made available for use by the Division of Public Transit's inspector(s) to verify that the vehicles conform to all specification requirements. If necessary, the Vendor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

4.0 CONTROL OF PURCHASES

The Vendor shall maintain quality control of purchases.

4.1 Supplier Control

The Vendor shall require that each supplier maintains a quality control program for the services and supplies that it provides. The Vendor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of non-conforming materials.

4.2 Purchasing Data

The Vendor shall verify that all applicable specification requirements are properly included or referenced in purchases of articles to be used on vehicles.

5.0 MANUFACTURING CONTROL

The Vendor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions, establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

5.1 Completed Items

A system for final inspection and test of completed vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each completed vehicle.

5.2 Non-conforming Materials

The quality assurance organization shall monitor the Vendor's system for controlling non-conforming materials. The system shall include procedures for identification, segregation, and disposition.

5.3 Statistical Techniques

Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

5.4 Inspection Status

A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal quality control devices.

6.0 INSPECTION SYSTEM

The quality assurance organization shall establish, maintain, and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, work in progress and completed articles. At a minimum, it shall include the following controls.

6.1 Inspection Stations

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practicable, underbody structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, underbody dress-up and completion, vehicle prior to final paint touch up, vehicle prior to road test, and vehicle final road test completion.

6.2 Inspection Personnel

Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design.

6.3 Inspection Records

Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes for other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

Discrepancies noted by the Vendor or Division of Public Transit's inspector during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, or vehicle from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the non-conforming materials, the Division of Public Transit shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

6.4 Quality Assurance Audits

The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Division of Public Transit.

6.5 Division of Public Transit's Inspector(s)

The Division of Public Transit may be represented at the Vendor's plant by their inspectors, they shall monitor, in the Vendor's plant, the manufacture of vehicles built under this procurement. The Division of Public Transit's inspectors shall be authorized to release the vehicles for delivery. Upon request to the quality assurance supervisor, inspectors shall have access to the Vendor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects. The presence of these inspectors in the plant shall not relieve the Vendor of its responsibility to meet all of the requirements of this procurement.

The Division of Public Transit's inspectors shall not have the authority to stop the Vendor's production line until any apparent problem area of major significance that arises to warrant such actions is fully discussed with the Vendor's top management.

7.0 ACCEPTANCE TESTS

7.1 Responsibility

Fully-documented tests shall be conducted on each production vehicle following manufacture to determine its acceptance to the Division of Public Transit. These acceptance tests shall include pre-delivery inspections and testing by the Division of Public Transit after the vehicles have been delivered.

7.2 Pre-Delivery Tests

The Vendor shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the Division of Public Transit. These pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle operation. The tests shall be documented. Additional tests may be conducted at the Vendor's discretion to ensure that the completed vehicles have attained the desired quality and have met the requirements of Part 2: Technical Specifications. This additional testing shall be recorded on appropriate test forms provided by the Vendor.

The pre-delivery tests will be scheduled and conducted with sufficient notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, will be filed with the assembly inspection records for each vehicle. The under-floor equipment will be made available for inspection by the resident inspectors, using a hoist. A scaffold, or elevated platform will be provided by the Vendors to easily and safely inspect vehicle roofs. Delivery of each vehicle will require written authorization of a resident inspector. Authorization forms for the release of each vehicle for delivery will be provided by the Vendor. An executed copy of the authorization will accompany the delivery of each vehicle.

7.3 Inspection - Visual and Measured

Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components

and subsystems that are designed to operate with the vehicle in a static condition do function as designed.

7.4 Total Vehicle Operation

Total vehicle operations shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystem that can be operated only while the vehicle is in motion.

Each vehicle shall be driven for a minimum of 15 miles during the road tests. Observed defects shall be recorded on the test forms. The vehicle shall be retest when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these vehicle operation tests.

7.5 Post-Delivery Tests

The Division of Public Transit may conduct acceptance tests on each delivered vehicle. These tests shall be completed within 15 days after vehicle delivery. The purpose of these tests is to identify defects that have become apparent between the time of vehicle release and delivery to the Division of Public Transit. The post-delivery tests shall include visual inspection and vehicle operations.

Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The Division of Public Transit shall record details of all defects and shall notify the Vendor of non-acceptance of each vehicle within 5 days after completion of the tests.

7.6 Vehicle Operation

The road tests for total vehicle operation are similar to those conducted at the Vendor's plant. Operational deficiencies of each vehicle shall be identified and recorded.

PART 5 REQUIRED BID FORMS

The following certifications must be properly **completed and furnished by the bidder**. It is preferred that these forms be submitted with the bid proposal. Failure to submit any of these certifications in a timely manner upon request of the agency shall deem the vendor non-responsive and result in the disqualification of the vendor's bid.

A documentation checklist has been provided for bidder's usage in Part 6.

BID FORM #1

Location(s) of the Technical Service Representative(s) and parts distribution center(s) in the State of West Virginia.

Location(s) of the technical service representative(s).

Name: _____

Address: _____

Telephone: _____

Location(s) of parts distribution center(s).

Name: _____

Address: _____

Telephone: _____

BID FORM #2

CERTIFICATION FOR AIR POLLUTION

Pursuant to Section 8.4 of Part 1 of the Procurement, the Vendor certifies that the vehicles proposed:

ARE or ARE NOT (specify one) in compliance with the regulations in 40 CFR Part 85, 40 CFR Part 86, 40 CFR Part 600 and the air pollution criteria established by the Environmental Protection Agency of the United States Government.

Date

Authorized Signature

Title

Company Name

BID FORM #3

**DISADVANTAGED BUSINESS ENTERPRISE
VENDORS/ MANUFACTURERS CERTIFICATION**

(Check appropriate statement)

_____ The Vendor, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.

_____ The Vendor, if a non-manufacturing supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR Section 26.49.

Date

Authorized Signature

Title

Company Name

BID FORM #4
BUY AMERICA CERTIFICATION
ROLLING STOCK

Certificate of Compliance

The bidder or offeror hereby certifies that it will comply with the requirements of section 165(b)(3), of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR 661.11:

Date

Authorized Signature

Company Name

Name

Title

Certificate for Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirement consistent with section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and the applicable regulations in 49 CFR 661.7.

Date

Authorized Signature

Company Name

Name

Title

BID FROM #5

**FEDERAL MOTOR VEHICLE
SAFETY STANDARDS CERTIFICATION**

The vendor hereby certifies that it shall submit, as required by Title 49 of the CFR, Part 663 - Subpart D, it's self-certification information stating that the vehicle(s) will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date

Authorized Signature

Title

Company Name

BID FORM #6

_____ hereby certifies that it **IS** or **IS NOT** (specify one) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

Date

Authorized Signature

Title

Company Name

BID FORM #6-A

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract),

_____ (COMPANY NAME) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),

_____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

BID FORM #7

**VENDOR'S CERTIFICATION OF
UNDERSTANDING AND ACCEPTANCE**

The Vendor hereby certifies that all Technical Specifications and Contract Terms and Conditions have been carefully reviewed, are fully understood and shall be adhered to in performance and completion of any contract resulting from this bid.

Date

Authorized Signature

Title

Company Name

SPECIFICATION COMPLIANCE

NOTE: Please check if what is offered is in exact compliance with specifications. Any discrepancies must be listed as an attachment to the bid proposal. Exact dimensions and/or descriptions must be provided as a part of the Vendor's bid proposal when submitted.

_____ Bid proposal submitted meets and/or exceeds all specification requirements.

_____ Bid proposal submitted contains deviations from specification requirements. Detailed descriptions of these deviations have been provided with this bid proposal. Changes or deviations to the specifications must be approved in the Approved Equals process.

BID FORM #8

**CERTIFICATION OF COMPLIANCE WITH FTA'S
BUS TESTING REQUIREMENTS**

The undersigned (Vendor/Manufacturer) certifies that the vehicle offered in this procurement complies with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date

Authorized Signature

Title

Company Name

BID FORM #9

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned (Vendor, Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. [as amended by "Government Wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Date

Authorized Signature

Title

BID FORM #10

ADDENDUM ACKNOWLEDGMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Signature

Company

Date

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

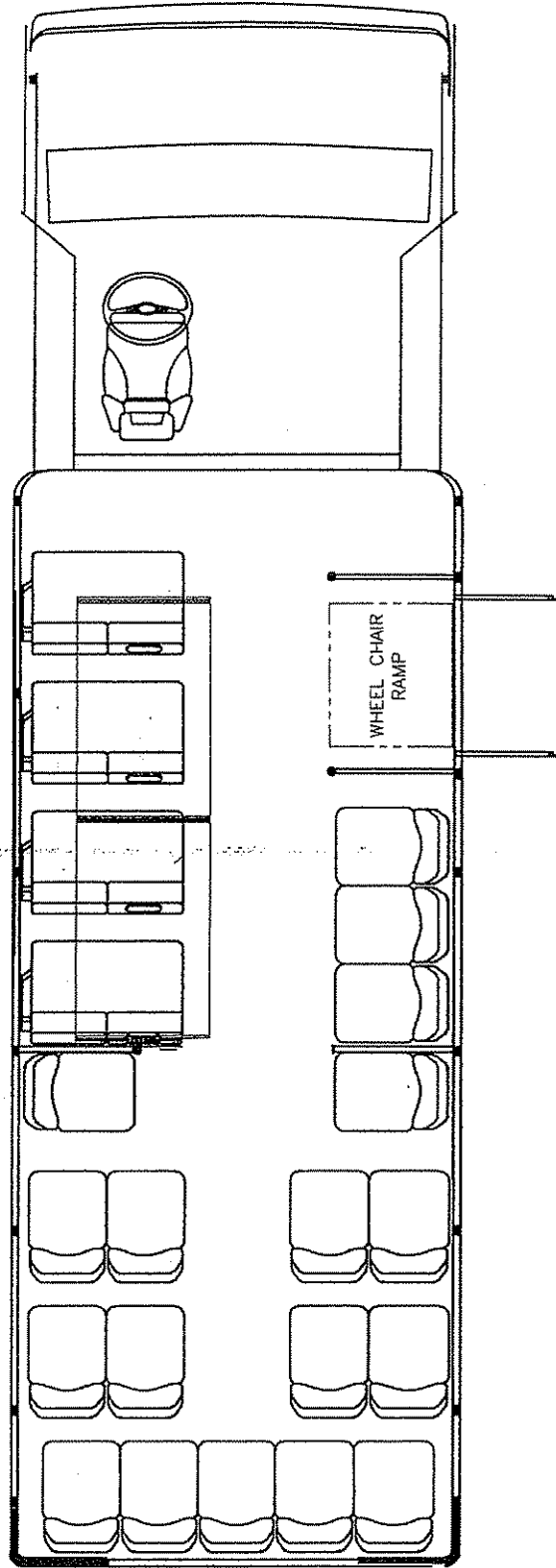
The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy 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 is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

PART 6 SEATING DIAGRAMS
BID DOCUMENTATION CHECKLIST



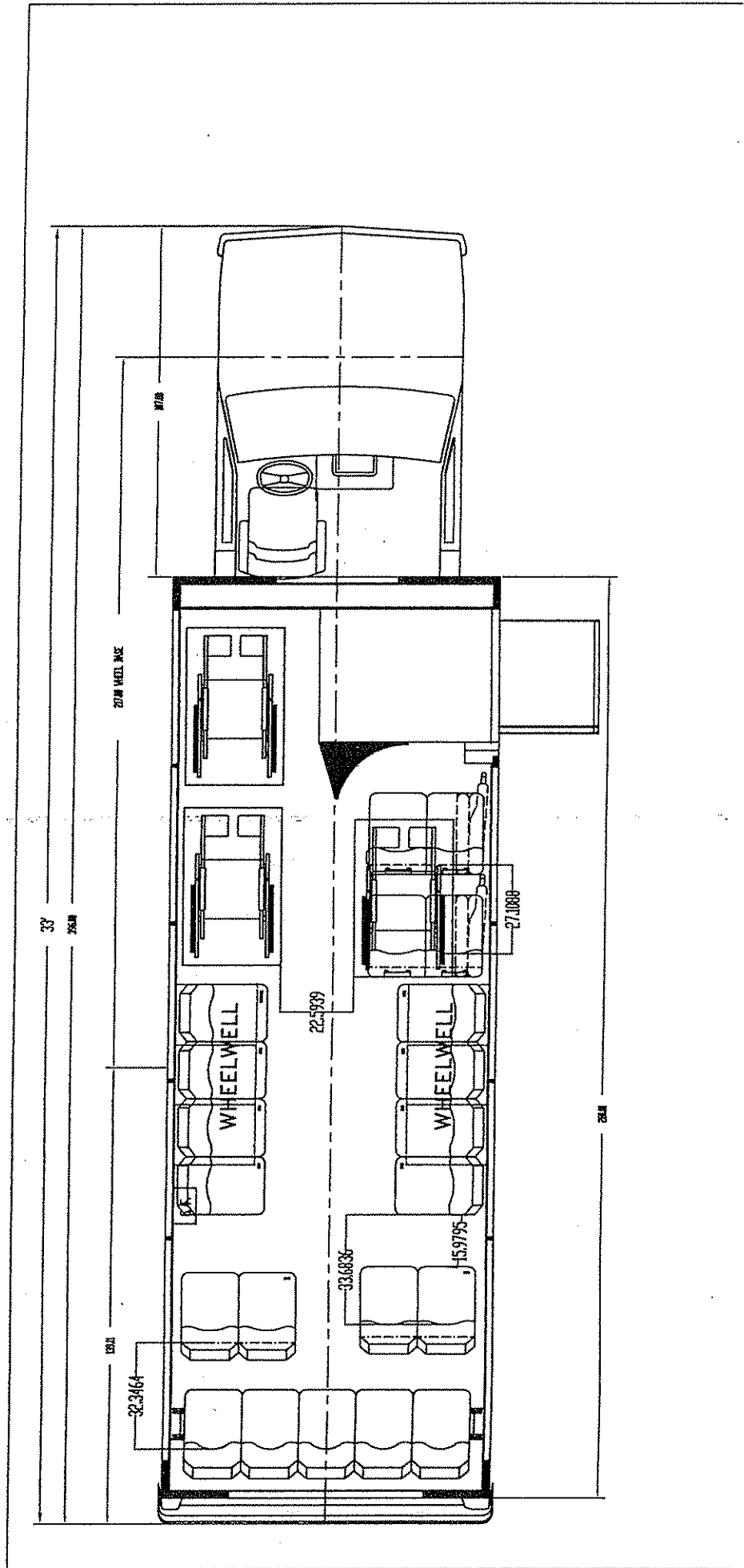


FIG 2

Spending Unit: Division of Public Transit
Department of Transportation

Required Documentation Checklist
RFQ PTR09022

Low-Floor Transit Bus

**Section
Referenced**

Part 1

- _____ 4.1 Items in sections 4.1.1 – 4.1.12 provide proof of compliance
- _____ 8.5.1 Complete Mechanical Description of Vehicle, its construction and equipment including manufacturer's model, model name and/or number and model year Include Warranty Information
- _____ 8.5.3 Curb Weight (empty weight and Gross Vehicle Weight Rating (GVWR) of vehicle
- _____ 8.5.5
&
Part 3, 2.2.1 Warranty Locations- A description of how and by whom warranty service will be provided in four (4) areas of WV to cover both Mechanical and body work. Provide vendor who will do warranty of both chassis and body, including bus body, air conditioning and wheelchair lifts.
Four areas of WV include: Northern Panhandle, Eastern Panhandle Central WV and Southern WV
- _____ 8.5.6 Location of nearest depot which will furnish a complete supply of parts and components for the repair and maintenance of the vehicle to be supplied
- _____ 8.5.8 Location of assembly
- _____ 8.5.9 List of five users names, addresses and telephone numbers who have been provided similar equipment
- _____ 24 Training- submit letter of understanding to the terms in this section

Part 2

- _____ 1.1 **Complete (2) bids in binder form – (1) Marked for WVDPT**
- _____ 1.8 STURAA TEST- 7 Years

Spending Unit: Division of Public Transit
Department of Transportation

Required Documentation Checklist
RFQ PTR09022
Low-Floor Transit Bus
Page 2

- _____ 2.0 Engine- provide description, warranty and literature
- _____ 2.1 Water Separator and Fuel Filter- provide description, warranty and literature
- _____ 2.9 High Idle System- provide description, warranty and literature
- _____ 3.1 Transmission- provide description, warranty and literature
- _____ 3.3 Transmission Cooling System- provide description, warranty and literature
- _____ 3.5 Option A: Brake Retarder- provide description, warranty and literature
- _____ 4.1.1 Heavy Duty Brakes- provide description warranty and literature
- _____ 4.3 Suspension System- provide description warranty and literature
- _____ 4.4.2 Tire Information- provide description, warranty and literature
- _____ 5.0 Electrical System- provide description, literature and warranty
- _____ 5.1 Alternator- specify the rectifier, method of installation, provide warranty and literature
- _____ 5.2 Batteries- specify type and capacity
- _____ 5.3 Exterior Lights -LED Lights- provide description, warranty and literature
- _____ 5.3.13 Strobe Light-provide description, warranty and literature
- _____ 5.3.15 Truck Lite Products- provide description, warranty and literature
- _____ 5.4 Interior Lights- provide description/details
- _____ 5.5.2 Fuse box panel- provide description/details
- _____ 5.6.2 Rear Alarm- provide description, warranty and literature

Spending Unit: Division of Public Transit
Department of Transportation

Required Documentation Checklist
RFQ PTR09022
Low-Floor Transit Bus
Page 3

- _____ 5.6.4 Intelligent Alarm- provide description, warranty and literature
- _____ 6.1.1 Heating System- provide description, warranty and literature
- _____ 6.1.3 Auxiliary Heaters- provide description, warranty and literature
- _____ 6.1.5 Stepwell Heater- provide description, warranty and literature
- _____ 6.2 A/C Cooling System- provide description, warranty and literature
- _____ 6.2.2 A/C Compressor- provide description, warranty and literature
- _____ 6.2.3 A/C Condenser Information- provide description, warranty and literature
- _____ 6.2.7 Dash Evaporator- provide description, warranty and literature
- _____ 6.2.9 A/C Hose System- provide description, warranty and literature
- _____ 6.2.13 Option B: Roof Mounted A/C- provide description, warranty and literature
- _____ 7.0 Roof Hatch- provide description, warranty and literature
- _____ 8.1 Circulation Fan - provide description, warranty and literature
- _____ 9.1.1 Body Construction- provide description of body construction including materials, methods of joining and assembling components or subassemblies and method of attachment of the body to the chassis, warranty and literature
- _____ 9.1.8 Water Testing- details of process
- _____ 9.2.2 Provide proof that skirt panel seams below floorline will be placed only above wheel wells or adjacent to A/C skirt condenser
- _____ 9.2.8 Insulation- provide proof of insulation requirement per spec.
- _____ 9.4.3 Door Operating Mechanism- provide description/ details
- _____ 9.5.4 Sample of Flooring- provide color per specifications, warranty and literature
- _____ 9.5.5 Sample of Ribbed Flooring- provide color per specifications, warranty and literature

Spending Unit: Division of Public Transit
Department of Transportation

Required Documentation Checklist
RFQ PTR09022
Low-Floor Transit Bus
Page 4

- _____ 9.6.2 Undercoating/Rust proofing- provide description, warranty, literature and application process
- _____ 9.7 Bumpers- provide description, warranty and literature
- _____ 10.1 Ramp- provide details, model #, warranty and literature.
- _____ 11.0 Seating Diagram- provide proposed seating diagram
- _____ 11.1.1 Passenger Seats- provide details for all proposed including flip up seats and ABS Knee Saver backs
- _____ 11.1.3 3-Point Seats- provide description, warranty, literature and FMVSS 210 Report Certification
- _____ 11.1.8 Driver's Seat- provide description, warranty and literature
- _____ 11.1.10 Option D: Child Restraint Seat- provide description, warranty and literature
- _____ 11.2. Mobility Aid Securement- provide details of proposed system, warranty, and literature
- _____ 13.1 Exterior Mirrors- provide description, warranty and literature
- _____ 15.0 Radio/Communication Installation procedures
- _____ 16.0 Radio/CD Stereo- provide description, provide warranty and literature
- _____ 19.0 Fixed Route Package- provide description, warranty and literature
- _____ 19.2 Control Panel Location- submit details
- _____ 19.4 PA System- provide description, warranty and literature

Spending Unit: Division of Public Transit
Department of Transportation

Required Documentation Checklist
RFQ PTR09022
Low-Floor Transit Bus
Page 5

_____ 19.5 Passenger Signaling System- provide description, warranty and literature

_____ 21.1, 21.2 Interior and Exterior Color Schemes- provide details of schemes available

_____ 21.2.3 Paint Scheme- provide sample of vinyl chart to be used

_____ 22.0 Option F: Automatic Tire Chain Device- provide description, warranty and literature

_____ 24.0 Security Camera System Playback- provide description, warranty and literature

Part 3

_____ 2.1 Warranty on completed vehicle

_____ 2.2 Warranty on Basic Vehicle Structure

_____ 2.3 Warranty per specs. on subsystems and components

PLEASE PROVIDE WARRANTY GRID FOR ENTIRE VEHICLE

Part 5

_____ ALL REQUIRED FORMS 1-10
INCLUDE COPY OF RELEVANT BUS TESTING REPORT

_____ Purchasing Affidavit

BUYER: RP-41 PAGE PTR#09022
 Spending Unit: Division of Public Transit
 Department of Transportation
 Low-Floor Transit Bus

Model Year:	_____	Model:	_____	Manufacturer:	_____
Price for each completed vehicle with 2 wheelchair spaces:	\$ _____		20	\$ _____	
OPTION A: Brake Retarder	\$ _____		20	\$ _____	
OPTION B: Roof Mount A/C Condenser System	\$ _____		20	\$ _____	
OPTION C: Emergency Rear Exit Door	\$ _____		20	\$ _____	
OPTION D: Child Restraint Seat	\$ _____		20	\$ _____	
OPTION E: Cloth Passenger Seats	\$ _____		20	\$ _____	
OPTION F: Automatic Tire Chain Device	\$ _____		20	\$ _____	
OPTION G: Security Camera System (CREDIT)	(\$ _____)			(\$ _____)	
OPTION H: Security Camera Playback System	\$ _____		20	\$ _____	
OPTION I: Vehicle Skirt Painting	\$ _____		20	\$ _____	
OPTION J: Full Bus Body Paint	\$ _____		20	\$ _____	

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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 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 is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of West Virginia

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 Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident 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; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; 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% resident 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% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident 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% resident 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% resident 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.

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) reject the bid; 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.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), 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: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.