



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

Request for Quotation

RFO NUMBER
 PTR10017

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	F.O.B.	FREIGHT TERMS
12/11/2009				

BID OPENING DATE: 01/05/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED REQUESTS FOR APPROVED EQUALS, AGENCY RESPONSE, AND TO EXTEND THE BID OPENING DATE.						
THE BID OPENING IS EXTENDED TO: 01/05/2010 AT 1:30 PM						
0001	1	EA		070-93		
ADA COMPLIANT LOWERED FLOOR MINIVAN WITH MANUAL RAMP						
***** THIS IS THE END OF RFQ PTR10017 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 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, the State may deem this contract null and void, and terminate such contract 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

Submitted by: Sonny Merryman, Inc.

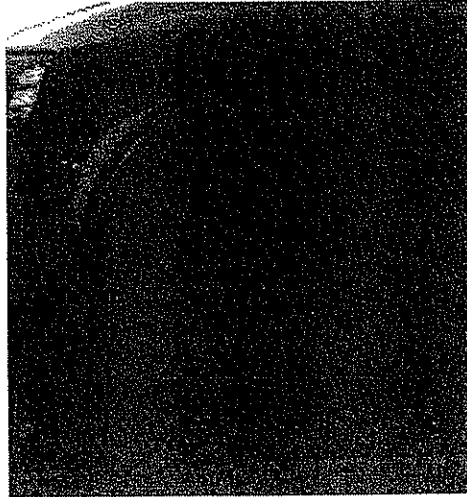
State of West Virginia - Equals Requests
Approved Equals
PTR10017

11/18/2009

<u>Sections</u>	<u>As Specified</u>	<u>Request</u>	<u>Remarks</u>
General Description			
7	16" Aluminum wheels	16" Steel wheels	Eldorado standard
16	The lowered floor skin shall be constructed of 16ga. Aluminized steel.	Eldorado National uses 16ga. Stainless steel for the entire floor.	Eldorado standard
25.1	1 & 2 - signs shall be installed on the driver modesty panel. 5) Emergency equipment sign shall be applied to the storage compartment above the driver's seat.	No driver modesty panel. Install decals on placard.	The standard vehicle does not have a modesty panel behind the driver. The compartment above the driver is a bus option not available on a van.
25.1		New location determined by State.	

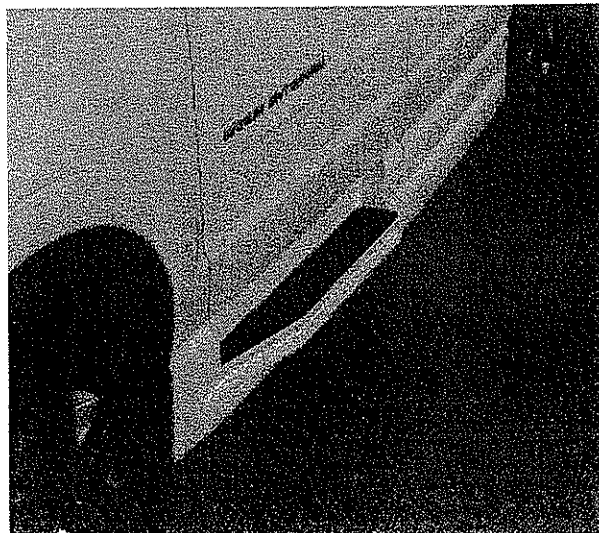
Please consider publishing the following amendments to the specification that will be required for all bidders:

Add 6.1 Wheel flares Wheel flares similar to those pictured below will be added to each exterior wheel well to diminish space between tire and fender. This feature will improve appearance of the vehicle and will diminish the amount of road debris cast onto the vehicle body.

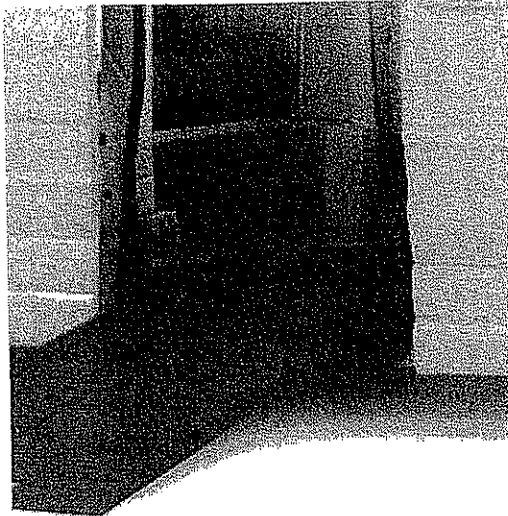


Add 9.1 Climate controls The OEM air conditioning described above will be a tri-zone system that will allow passenger temperatures (co-pilot and rear seats) to be controlled independently of the driver's area. This feature must be included in the base price and can not be presented as an option.

Add 13.1 Exterior step wells Due to the additional height that the Dodge van must be raised to meet ADA, exterior molded fiberglass step wells will be required to the right and left sides of the front passenger entrance doors. These will serve to facilitate driver and co-pilot getting into and out of vehicle and also diminish the amount of road debris cast onto the vehicle body.



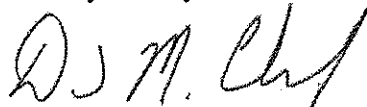
Add 17.1 Foot rests Rear seat folding footrest will be provided on interior panel just forward of the rear axle. The distance from the top of the seat cushion to the lowered floor is greater than most adults lower leg height. These footrests will ensure a comfortable ride and then can be folded out of the way when a wheelchair is loaded into the vehicle. See panel below where footrests will be installed.



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

- Part 1, section 4.0 A
Would the Division consider changing liquidated damages to be \$50 per working weekday when your delivery facility is open and prepared to accept vehicle deliveries? Maximum assessment would be \$250 per week because of present arrangement to accept deliveries on M-F only.
- Part 1, section 6.0 A
Would the Division consider changing payment to 95% of the total cost upon conditional acceptance of the vehicle. The competitive nature of transit bidding has resulted in very narrow pricing flexibility. Additionally the interest costs associated with floor planning the vehicles until payment is processed has become a higher variable cost. Modifying this requirement will ensure best pricing for the Division of Public Transit.
- Page 6. 4.1.2. Please clarify which of the available manuals are required:
 - ? OEM Operators manual (one with each van chassis)
 - ? Braun Operators manual (with each conversion)
 - ? Braun Service manual (available for \$150 each)
 - ? OEM Service DVD (special order with cost of \$325 each)
 - ? Wiring schematics.
- TRAINING: Please advise WVDPT that the training requirement will be the responsibility of the dealer, National Bus Sales with support from the manufacturer, the Braun Corporation.
- Page 31 7.0 request OEM 16 inch stamped steel wheels with painted bolt-on wheelcovers. Aluminum wheels are not available with Dodge SE24 package F
- Item 21. Exhaust: The exhaust is stainless steel and exits from the rear of the vehicle.
- Item 13 Request a maximum floor to ground height of 12"
- Page 35 Item 20. Control Interlock: The ramp door is interlocked with the transmission only it is not interlocked with the emergency brake.
- Page 40. Options: Please advise WVDPT that other options as requested will be priced and installed by National Bus Sales outside of the Braun factory. Special arrangements may need to be made for vehicle inspection.

We thank-you for your consideration,



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

PTR10017
Request for Approved Equals

Vendor: Sonny Merryman, Inc.

Section 7: Approved
 Section 16: Approved
 Section 25.1: Approved and understood
 Section 25.1: Approved and understood

Vendor: National Bus Sales and Leasing

Section 6.1: Denied. Upon researching market and websites, not all vendors offer this as an option or standard. It is approved if NBS offers this as standard.

Section 9.1: Approved Upon researching market and websites, not all vendors offer this as an option or standard. It is approved if NBS offers this as standard.

Section 13.1: Denied. Upon researching market and websites, not all vendors offer this as an option or standard. It is approved if NBS offers this as standard.

Section 17.1: Approved
 Part 1, 4.0A: Denied
 Part 1, 6.0A: Denied
 Page 6, 4.1.2: All manuals are required
 Training: WVDPT understands the training will be provided as stated with NBS supporting the role.

Page 31, 7.0: Approved
 Item 21: Approved
 Item 13: Approved
 Page 35, Item20: WVDPT understands and approves that the ramp door is interlocked with transmission only.

Page 40: The only options to be priced are listed in RFQ.