



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
 PTR11022

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
12/02/2010				

BID OPENING DATE: 12/28/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-20		
<p>SAFETY SECURITY AND EMERGENCY PLAN</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF PUBLIC TRANSIT IS SOLICITING BIDS FOR SAFETY AND SECURITY CONSULTING SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-2316. DEADLINE FOR TECHNICAL QUESTIONS IS 12/13/10 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</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 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 TO 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 SUPPLIED 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 THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY</p>						

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<p>RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</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: -----</p>						

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RFQ. NO.: -----						
BID OPENING DATE: -----						
BID OPENING TIME: -----						
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 PTR11022 ***** TOTAL: _____						

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REQUEST FOR QUOTE

West Virginia Department of Transportation
Division of Public Transit
Building 5, Room 906
1900 Kanawha Blvd., E.
Charleston, WV 25305-0432

RFQ #PTR11022

SECTION 1 – GENERAL INFORMATION, PURPOSE AND QUALIFICATIONS

1.1 PURPOSE OF WORK

The goal of Federal Transit Administration's (FTA) Safety and Security Program is to achieve the highest practical level of safety and security for all modes of transit. In order to protect passengers, employees, revenues, and property, all transportation systems are encouraged to develop and implement a proactive system safety and security program. FTA has stated that it is critical to integrate security throughout every aspect of transportation programs, operations, and infrastructure. The most important areas of focus should be employee training, public awareness and emergency response planning.

The purpose of this project by the West Virginia Division of Public Transit (also known in this document as the DPT or the Division) is to assist Section 5311 or any other Federal Transit Administration recipients designated by the Division in the development and implementation of a safety, security, and emergency procedures plan (SSEPP) or update; to provide ongoing training in a variety of areas including, but not limited to, safety, security, leadership, Board, customer service, marketing, employee relations, finance, operations, setting goals, development of transportation development plans or supervisory and management; and the provision of technical assistance in the areas of safety, security and operations. A template for the SSEPP plan, along with guidance, was developed as part of the Safety & Security Planning Information Directed to Effective Response (SPIDER) Handbook which will be provided to the successful bidder. The successful bidder will also be required to perform periodic reviews of the SSEPP Plans and assist with any revisions to the document. The successful bidder shall be required to assist any new recipients or any Federal Transit Administration recipient designated by the Division with the completion of a SSEPP plan. The successful bidder shall also provide technical assistance in a variety of areas including safety, security and operations and in operational efficiencies and effectiveness, if requested.

The SPIDER notebook will need to be updated to current practice and enhancements added to make the project user friendly and complete. The SPIDER notebook was last updated in 2006. A pdf version of the updated version of SPIDER shall be provided to the successful vendor. The successful bidder shall conduct a workshop to explain the materials contained in the SPIDER notebook. The consultant should also consider making the notebook an online interactive document with a searchable database, links and pdf forms that can be copied, completed or changed to suit an agency's needs. A printed version of this document shall also be required.

The successful vendor shall also assist the Division of Public Transit with the development of a continuity of operations plan.

1.2. EXPERIENCE, MANAGEMENT & TECHNICAL QUALIFICATIONS

All bidders shall have a minimum of three (3) years of work experience with the Federal Transit Administration's (FTA) safety and security projects and the provision of training related to the subjects

outlined in 1.1. All bidders shall provide at least three (3) specific examples of their work experience relating to the projects outlined in 1.1 and their work with FTA recipients including the name(s) of the FTA recipients where the work was performed, contact person and phone number, the name of the project, duration of work, and whether the work was satisfactorily completed on time. The organization must have been in existence for at least five (5) years.

All bidders shall also have experience working with at least two (2) other state departments of transportation. All bidders shall provide specific examples of their work experience and performance including the name(s) of the state department(s) of transportation where work was performed, state department of transportation contact person(s) and phone number(s).

The bidder should also identify the proposed project manager and the resources available to perform the work.

The successful bidder is encouraged to employ a variety of trainers to meet the training needs. All trainers must be qualified in their various fields by having at least three years of experience in that area.

All bidders shall also indicate whether they or any subcontractor are certified by the West Virginia Department of Transportation (WVDOT), Equal Employment Opportunity Office, as a certified minority, woman owned, and/or disadvantaged business enterprise. A directory of DBE firms (consultants) which are certified by the WVDOT, EEO Office and categorized as socially and economically disadvantaged may be found at: http://www.wvdot.com/3_roadways/3d9a_consult_INC.PDF. Documentation of status must be provided. If a bidder or any subcontractor has minority, woman owned and/or disadvantaged business enterprise status, the bidder shall also describe the proportion of the bid proposal that would be performed by a minority, woman owned, and/or disadvantaged business enterprise.

1.3. BIDDING

On the **BID FORM #1** bid sheet. The successful bidder shall be paid only for the services actually provided. **Additional charges such as administration costs, travel or lodging will not be allowed.**

1.4 Disadvantage Business Enterprise (DBE) Goal

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the West Virginia Department of Transportation, Division of Public Transit, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all Bidders, including those who qualify as a DBE. A **DBE contract goal of 5%** has been established for this contract. The Bidder shall make good faith efforts, as defined below, to meet the contract goal for DBE participation in the performance of this contract.

The Bidder will be required to complete and submit **Bid Form #7** with the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the Bidder commitment to use a DBE firm/subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is

participating in the contract as provided in the commitment made under (4). If the contract goal is not met, evidence of good faith efforts must be detailed in the proposal.

The Bidder will also be required to complete and submit a DBE Utilization Plan (**Bid Form #8**). The Bidder who does not submit a DBE Utilization Plan with the bid shall not be considered for award.

In order to be accepted under this program, all DBE's must be certified by the West Virginia Department of Transportation, Equal Employment Opportunity Office. Applications for DBE classification may be requested from:

WV DOT, EEO Office
Building 5, Room 925
1900 Kanawha Blvd., E.
Charleston, WV 25305-0430
PHONE: (304) 558-3931

A directory of DBE firms (consultants) which are certified by the WV DOT, EEO office, may be found at: <http://www.transportation.wv.gov>, under **Business**, click on **See More**, then click on **Disadvantaged Business Enterprise Program**, from the menu on left-side of page, under the heading Disadvantaged Business, select **DBE Consultant Listing**.

DBE Good Faith Efforts:

If the Bidder's proposed goal is less than the Division of Public Transit's determined goal, he or she must demonstrate that good faith efforts were made prior to submitting the bid. This documentation must be submitted to the Division of Public Transit and received no later than ten (10) calendar days after the date of receipt of written notification. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort. These documented attempts shall include but not be limited to:

- 1) Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- 2) Whether the Bidder provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited, in sufficient time to allow the DBE's to participate effectively;
- 3) Whether the Bidder followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;
- 4) Whether the Bidder selected portions of the work to be performed by DBE's in order to increase the likelihood of meeting the DBE's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE's participation);
- 5) Whether the Bidder provided interested DBE's with adequate information about the specifications and requirements of the contract;
- 6) Whether the Bidder negotiated in good faith with interested DBE's not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities;

- 7) Whether the Bidder effectively used the services of available minority community organizations; local, State and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's. Bidders that do not meet the contract DBE goal and who fail to demonstrate that good faith efforts were made prior to the bid shall not be eligible to be awarded the contract.

1.5. BID PROPOSAL & SUBMISSION

The successful bidder agrees to accept all of the terms and conditions, both federal and state requirements, contained in this bid package.

At a minimum, the bid should contain the following:

- a. All materials related to experience, management, and technical qualifications requested in Section 1.2.
- b. Any affidavits, forms or documents required by the State of West Virginia.
- c. The completed price bid sheet found in BID FORM # 1.
- d. A description of similar or related projects successfully completed by the bidder including (2) two contact persons with telephone numbers as a reference.
- e. The names of those personnel in the firm who will be assigned to the projects and the resumes that emphasize Federal Transit Administration Section 5307, 5310, 5311, 5316 and 5317 projects and experience.
- f. An indication of level of effort to be devoted to the project by each professional involved with the project.
- g. A project time schedule based on the required completion date.
- h. A statement of Equal Employment Opportunity that assures that the firm has an affirmative action plan.
- i. A statement indicating if your firm is a Disadvantaged Business Enterprise (DBE). The Division cannot give preference to minority firms, but federal regulations require the reporting of this information.
- j. Bid Forms #1 - #8.
- k. Bidder shall submit two (2) copies of the proposal.

1.6 TRAVEL COSTS

Any and all anticipated costs for travel should be included in the proposed cost for the completion of this project. The successful bidder shall be responsible for all travel costs of this project.

1.7 OWNERSHIP OF DATA

All materials developed for this project shall become the property of the West Virginia Division of Public Transit. The successful bidder shall not place any successful bidder name, firm's name, address or telephone number on any part of the data, or handouts. All materials developed for this project shall also be provided in pdf format.

1.8. METHOD OF AWARD & EVALUATION

Award will be made to the lowest responsible bidder on the basis of Grand Total Bid. The DPT reserves the right to recommend to the Director of Purchasing the rejection of all bids.

1.9. INTERPRETATIONS AND REPRESENTATIONS

If for any reason it becomes necessary to revise or clarify any information published herein, such revision or clarification shall be set forth by written amendment. The DPT shall not be bound by any oral representations or any written changes made to the specifications, terms, and conditions issued by any person, including employees of the DPT, unless such clarification, revision, or other change is provided to bidders via written amendment issued by the Purchasing Division.

1.10. CLARIFICATION OF OFFERS

The Division of Purchasing reserves the right to request clarification from offerers for purposes of assuring a full understanding of responsiveness to the requirements of this solicitation. Clarification may be permitted from all offerers determined to be acceptable for being selected for contract award. All offerers will be accorded fair and equal treatment with respect to their opportunity for discussion and clarification of offers.

1.11 VENDOR PREFERENCE CERTIFICATION

The Federal Transit Administration's "Third Party Contracting Circular" (4220.1F), requires grantees (the Division) to conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. **Therefore, the in-state vendor preference shall not apply to this procurement since it is partially or entirely funded with Federal Transit Administration funds.**

1.12 VENDOR REGISTRATION:

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered Vendor in order to submit a bid, but the **successful Bidder must register and pay the fee** prior to the award of an actual purchase order/contract.

1.13 COST PROPOSAL FORMAT/BID SHEETS

The successful Bidder will be paid only for the services actually provided. The bid amount shall be **all-inclusive**. All travel costs and any other expenses associated with visits to Charleston, local meeting sites and all other work tasks or items associated with the project shall be included in the price quote.

1.14 TERMINATION

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

1.15 TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated with thirty (30) days written notice 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 subcontractors 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.

1.16 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.

1.17. CONTRACT PERIOD

The Contract Period shall begin January 15, 2011. The contract may be renewed for up to two additional one-year periods by mutual agreement of both parties.

Section 2 - DETAILED PROJECT SCOPE AND OBJECTIVES

2.1 SCOPE OF WORK METHODOLOGY

2.1.1 The successful bidder shall review and assist with ongoing revisions to the safety, security, and emergency procedures plan (SSEPP) for all 5311 recipients and any other Federal Transit Administration recipients designated by the Division or in the implementation of safety, security, and emergency procedures. A template for the SSEPP plan, along with guidance, was developed as part of the Safety and Security Planning Information Directed to Effective Response (SPIDER) Handbook which shall be provided to the successful bidder. The successful bidder shall review the template to make recommendations for any revisions in the document based on current best practices or any guidance issued by the Federal Transit Administration.

2.1.2 The successful bidder shall assist any recipients designated by the Division in the development of a SSEPP plan. This would include any new 5311 projects that would occur during the lifetime of the contract.

2.1.3 The successful bidder shall conduct up to three (3) on-site trainings at each 5311 project site during the life of the contract. These trainings shall occur in Bluefield, Kingwood, Clarksburg, Elkins, Fairmont, Philippi, Grantsville, Summersville, Petersburg, Hamlin and Wayne, West Virginia. It shall be the responsibility of the 5311 organizations to provide the training site and the successful bidder will need to coordinate with these agencies. This training can be in a variety of areas including, but not limited to, safety, security, leadership, Board, customer service, marketing, employee relations, finance, operations, setting goals, the development of transportation development plans or supervisory and management. Any training beyond this number at any given site must be authorized by the Division. The successful bidder shall provide certificates for all trainings and it shall be the responsibility of the training site to provide lunch. It is anticipated that there will be one training per site per year.

The Division of Public Transit must approve all trainers employed as part of this contract. Trainers shall be mutually agreed upon after bid award. The successful bidder is encouraged to employ a variety of trainers to meet the training needs.

2.1.4 Additional trainings for the Division or any other FTA recipients designated by the Division will be held at locations to be mutually agreed upon by the Division. The Division usually holds trainings in the northern and southern parts of the state. This training can be in a variety of areas including, but not limited to, safety, security, leadership, Board, customer service, marketing, employee relations, finance, operations, setting goals, development of transportation development plans or supervisory and management. Up to five of these shall be held each year. The Division will work with the successful vendor to locate appropriate training facilities which will be at no charge to the successful bidder. The Consultant shall be responsible for the cost of audio visual equipment, workshop materials and supplies including any handouts, registration the day of the workshop, certificates of participation for workshop attendees and lunch. The successful bidder shall be responsible for the delivery of all workshop materials to the workshop site. Any FTA recipient may utilize the training components of this contract with the Division of Public Transit's permission and at their own expense.

The Division of Public Transit must approve all trainers employed as part of this contract. Trainers shall be mutually agreed upon after bid award. The successful bidder is encouraged to employ a variety of trainers to meet the training needs.

2.1.5 Update of the Safety & Security Planning Information Directed to Effective Response (SPIDER) Handbook and/or Kit. The Consultant and the Division of Public Transportation shall mutually agree upon the format and content of the handbook and/or kit. The consultant shall provide

an appropriate four-color design which will be used on the cover and other materials developed for this project. The handbook should be updated to current industry and best practices and any guidance issued by the Federal Transit Administration and include the information currently included in SPIDER.

The Consultant shall supply the handbook in a durable 3 ring binder with each section having its own tab and labeled. The Consultant shall supply the handbook, checklists, forms and all other materials on 75 readable and writeable CD ROMS. The entire handbook and/or kit shall be available on CD-ROM and the safety plan only shall be on diskette. 125 copies of the fill in the blank safety and security plan is requested. The format shall be mutually decided upon by the successful bidder and the DPT. A copy of the entire SPIDER workbook shall be provided in pdf format or format mutually agreed upon for posting on the Division's web site.

A copy of the SPIDER handbook can be found at <http://www.transportation.wv.gov/publictransit/safety/Pages/default.aspx>

2.1.6 The handbook and/or kit shall include, but may not be limited to, the following:

1. All costs associated with the provision and production of 125 copies of the completed handbook and/or kit including a full color cover design shall be included in the firm's proposed budget for the project. **The Division of Public Transportation shall approve art for the design.**
2. Each handbook and/or kit shall include 50 accident/incident cards for passenger follow ups. (Format to be approved by the Division - We suggest NCR forms).
 - a. To the maximum extent feasible, the safety and security plan shall be in a fill in the blank format and writeable and readable diskette and/or CD ROM.
 - b. The handbook and/or kit shall include training materials that have been updated to current industry and best practices and any guidance issued by the Federal Transit Administration and include the information currently available in SPIDER. Materials shall be available on diskette and/or CD ROM in the latest version for all agencies to be able to use. Materials on agreed upon topics should be formatted so that they could be used in a driver orientation and/or safety and security awareness program.
 - c. A three ring binder with printed tab sections shall be used for the handbook and/or kit materials. The auxiliary materials must be provided in a durable container large enough to hold all forms and materials.
 - d. The consultant may be able to use or modify some of the existing forms or cards.
 - e. Blank forms for reproduction by the agencies and in pdf format should also be provided. Form should be in a downloadable format for posting on the Division's web site.

2.1.7 The Consultant shall be required to conduct two (2) one day workshops on the safety and security material contained in the handbook and how to use it. One workshop shall be held in the northern part of the State and one in the southern part of the State. The locations and dates of the workshops shall be mutually agreed upon by the Division of Public Transportation and the Consultant after the award of the bid. The Consultant shall be responsible for the cost of audio visual equipment, workshop materials and supplies including the handbook/kit, registration the day of the workshop, certificates of participation for workshop attendees and the development and the delivery of workshop materials to workshop sites. **No registration fees may be charged by the consultant for the workshops.** The entire content of the workshop shall be mutually agreed upon by the Division and the Consultant after the award of the bid.

2.1.8 The successful vendor shall also assist the Division of Public Transit with the development of a continuity of operations plan

2.1.9 The successful bidder shall provide technical assistance in the areas of safety, security and operations.

Optional Tasks

2.1.10 An online interactive SPIDER document with possible animation (limited in scope) and a searchable database, links and pdf forms that can be copied, completed or changed to suit an agency's needs. The hard copies of the document as outlined in 2.1.5 will still be required. The format and content shall mutually be agreed upon by the successful bidder and the Division.

2.2 MEETINGS WITH DPT AND MONTHLY PROGRESS REPORTS

At the onset of this project, the Division will brief the successful Bidder on information that might be pertinent to conducting this project. **This kick off meeting shall take place at the offices of the DPT in Charleston, WV. A minimum of two (2) additional progress meetings shall be held in Charleston** each year of the contract. Both parties shall mutually agree upon the dates for these meetings.

For the duration of the contract with the successful bidder a monthly progress report is required to be submitted by the 15th of each month for activities conducted in the previous month. The progress report at a minimum shall state the principal activities conducted in support of the contract and travel and expenditures made in support of the contract. Problems encountered in conducting the work and anticipated issues must be included in each progress report as appropriate. Future travel and activities must also be included in the progress report.

2.3 TIME FRAME

These projects are anticipated to begin (10) calendar days after the date of the encumbered purchase order. The Notice to Proceed shall be the copy of the encumbered purchase order, no written letter shall be sent.

SECTION 3 - SPECIAL TERMS AND CONDITIONS:

FEDERAL FUNDING:

Federal funding for this project is being provided by the Federal Transit Administration CFDA 20.513, CFDA 20.516 and/or, CFDA 20.509 programs at 100% funding.

No Federal Government Obligations to Third Parties

(1) The WV Division of Public Transit and Bidder 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 this contract and shall not be subject to any obligations or liabilities to the WV Division of Public Transit, Bidder, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Bidder 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 Project. Upon execution of the underlying contract, the Bidder 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 Federal Transit Administration (FTA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Bidder 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 Bidder to the extent the Federal Government deems appropriate.

(2) The Bidder 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 Bidder, to the extent the Federal Government deems appropriate.

(3) The Bidder 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.

Audit and Inspection

The Bidder agrees to permit the WV Division of Public Transit, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data and records with regard to the Contract. The Bidder also agrees to permit an audit of the books, records, and accounts of the Bidder and its subcontractors.

Disadvantaged Business Enterprise (DBE)

The Bidder shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The requirements of 49 C.F.R. Part 26 and the WV Department of Transportation's (WVDOT) U.S. Department of Transportation (USDOT) approved Disadvantaged Business Enterprise (DBE) Program are incorporated in the Contract by reference. The Bidder agrees to take all necessary and reasonable steps under the requirements of 49 C.F.R. Part 26 and the USDOT approved Disadvantaged Business Enterprise (DBE) Program (where required) to ensure that eligible DBEs have the maximum feasible opportunity to participate in USDOT approved Contracts. Failure by the Bidder to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy as the WV Division of Public Transit deems appropriate.

Civil Rights

The following requirements apply to the underlying contract:

(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 Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, or disability. In addition, the Bidder 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. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Bidder 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 Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during 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 Bidder agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with the Age Discrimination Act of 1975, as amended, 29 U.S.C. §§ 6101 et seq. and implementing regulations, the Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Bidder 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 Bidder 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.

(3) The Bidder 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.

Energy Conservation

The Bidder agrees to comply with, and obtain the compliance of its subcontractors, with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

Clean Air & Clean Water Requirements

(1) The Bidder 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. and Section 508 of the Federal Water Pollution Control

Act, as amended, 33 U.S.C. § 1368, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Bidder agrees to report each violation to the WV Division of Public Transit and understands and agrees that the WV Division of Public Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided from FTA.

Application of Federal, State and Local Laws and Regulations

To achieve compliance with changing federal, state and local requirements, the Bidder shall note that federal, state and local requirements may change and the changed requirements will apply to this Contract as required.

Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder is required to verify that none of the Bidder, 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 Bidder 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 this contract, 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 contract is valid. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Restrictions on Lobbying

Every bidder who applies or bids for an award of \$100,000 or more shall file the certification on **Bid Form #2** 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.

Bid Protest Procedures

1. Filing of Protest(s)

Protests based on a violation of State law or rule must be filed no later than five (5) working days after issuance by the Purchasing Division of the notice of intent to award the contract or purchase order. Protests based on restrictive bid specifications or alleged improprieties in any type of solicitation, which are apparent prior to the bid opening or closing date for receipt of bids or proposals, must be filed no later than five (5) working days prior to the bid opening or closing date. Any other protest must be filed no later than five (5) working days following award of the contract or purchase order.

The Bidder is responsible for knowing the bid opening and award dates. Protests filed after the time frames specified above will not be considered. In addition, after these time frames, protests may not be amended, altered or changed.

All protests must be in writing and filed with the WV Purchasing Division containing the following:

- a) Include the name and address of the protester.
- b) Identify the requisition number of the bid or the purchase order number.
- c) Contain a statement of the grounds for protest and any supporting documentation.
- d) Indicate the ruling or relief desired from the WV Purchasing Division.

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

No formal briefs or other technical forms of pleading or motion are required, but a protest and other submission should be concise, logically arranged, and clear.

The protest must be filed in writing with the:

Director
WV Purchasing Division
2019 Washington Street, East
P. O. Box 50130
Charleston, WV 25305-0130

with a copy of the protest sent to the:

Division of Public Transit
Building 5, Room 906
1900 Kanawha Boulevard, East
Charleston, WV 25305-0432

To expedite handling, the address should include "**ATTENTION: Bid Protest – Bid # PTR11022.**"

Protests received timely will be reviewed and a written decision issued. The Director of the WV Purchasing Division has the authority to make the final determination on any protest.

2. Protest Review

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.

3. Division of Public Transit Report/Response

The Division of Public Transit shall submit a complete report/response on the protest to the Director of the WV Purchasing Division responding in detail to each substantive issue raised in the protest, with a copy to the protester, as expeditiously as possible but not later than twenty-five (25) working days after being notified of the protest.

4. Withholding of Award

When a protest has been filed before award, the WV Purchasing Division will not make an award prior to the resolution of the protest, and when a protest has been filed before the opening of bids, the WV Purchasing Division will not open bids prior to the resolution of the protest, unless the WV Purchasing Division determines that:

- a) The items to be procured are urgently required; or
- b) Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c) Failure to make prompt award will otherwise cause undue harm to a recipient, the Division of Public Transit or the State of West Virginia.

In the event that the WV Purchasing Division determines that the award is to be made during the pendency of a protest, the Division of Public Transit will notify the Federal Transit Administration (FTA) prior to making such award.

5. Request for Reconsideration

Reconsideration of a decision by the WV Purchasing Division may be requested by the protester or any party involved in the protest. The request for reconsideration must be in writing, made to the Director of the Purchasing Division and shall contain the following:

- a) Include the name and address of the aggrieved party.
- b) Identify the requisition number of the bid or the purchase order number.
- c) Contain a detailed statement of the grounds for reconsideration with supporting documentation; and a statement of whether a hearing is requested.
- d) Indicate the ruling or relief desired from the WV Purchasing Division.

Request for reconsideration of a decision of the WV Purchasing Division shall be filed not later than five (5) working days after the initial written decision. The protest shall not be considered pending during the five(5) working day period specified in this paragraph.

In the event a hearing is requested by the aggrieved party, the Purchasing Director, or his or her designee, will set a time and place for the hearing for full review of the matter.

If no hearing is requested, the Purchasing Director, or his or her designee, will review the request for reconsideration and issue a written decision. If a hearing is requested, the Purchasing Director, or his or her designee, will hold the hearing and then issue a written decision.

6. Refusal of Protests

The State of West Virginia may refuse to decide any protest or reconsideration where the matter involved is one of the following:

- a) the protest is the subject of litigation before a court of competent jurisdiction;
- b) the protest has previously been decided on the merits by a court of competent jurisdiction;
- c) the protest has been decided in a previous protest.

The provisions do not apply where the court requests, expects, or otherwise expresses interest in the decision of the State.

7. Appeals to the Federal Transit Administration (FTA)

Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

1. Requirements for the Protester. The protester must:

- a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.

1. Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.

- b) Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the WV Division of Public Transit's protest procedures to completion before appealing the WV Division of Public Transit's decision to FTA.
- c) Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the WV Division of Public Transit's final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the WV Division of Public Transit's failure to have or failure to comply with its protest procedures or failure to review the protest.

2. Extent of FTA Review. FTA limits its review of protests 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.

FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

3. FTA Determinations to Decline Protest Reviews. FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the Division of Public Transit's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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 Bidder shall not perform any act, fail to perform any act, or refuse to comply with any WV Division of Public Transit requests that would cause the WV Division of Public Transit to be in violation of the FTA terms and conditions.

BID FORM #1

Task	Estimated Quantities	TOTAL COST
2.1.1. Update of SSEPP plans	Cost of one plan update/revision \$ _____ times 11	\$ _____
2.1.2 Development of new SSEPP plan	Cost of one plan \$ _____	\$ _____
2.1.3 Cost of training at 11 5311 sites	Cost of one on site training \$ _____ times 11	\$ _____
2.1.4 Cost of additional trainings for the Division (up to 5 per year)	Cost of one training \$ _____	\$ _____
2.1.5 Update of SPIDER materials	Cost of updating SPIDER Notebook \$ _____	\$ _____
2.1.6 Printing/Production of updated SPIDER Handbook (125 notebooks)	Cost of printing one SPIDER notebook \$ _____ times 125	\$ _____
2.1.7 SPIDER Workshop (2 workshops)	Cost of one workshop \$ _____ times 2	\$ _____
2.1.8 Develop a continuity plan of operations for the Division	Cost of plan	\$ _____
Task 2.1.9 Technical Assistance – Cost per Hour Estimated number of hours 50	Cost per 1 hour \$ _____ times 50	\$ _____
2.2 Initial meeting and Progress Meetings (3 meetings)	Cost of one meeting \$ _____ times 3	\$ _____
GRAND TOTAL BID		\$ _____
Optional Tasks (Will NOT BE CONSIDERED IN BID AWARD)		
Task 2.1.10 Alternate version of SPIDER and 125 printed copies	Total Project Cost \$ _____	\$ _____

Vendor Name: _____

Vendor Address: _____

Date: _____

Signature: _____

BID FORM #2
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 sub-awards 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 Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date

Authorized Signature

Title

BID FORM #3

**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 statement, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government 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 participation (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any statements in this certification, the participant shall attach an explanation to his 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 #4

_____ hereby certifies that it **IS** or **IS NOT** (check the appropriate box) 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 #5
VENDOR'S CERTIFICATION OF UNDERSTANDING AND ACCEPTANCE

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

Date

Authorized Signature

Title

Company Name

**BID FORM #6
ADDENDUM ACKNOWLEDGMENT**

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

If no addendums are issued, please check this box and sign this form.

Signature

Company

Date

**BID FORM #7
LETTER OF INTENT**

Name of Bidder's Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The Bidder is committed to utilizing the above-named DBE firm for the work described above.
The estimated dollar value of this work is \$ _____.

AFFIRMATION OF PARTICIPATION BY DBE FIRM

This above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above. Signature on this form does not constitute a contract between Bidder's firm and DBE's firm.

Date

Authorized Signature

Company Name

Title

**Please submit this bid form for each DBE firm.*

BID FORM #8
DISADVANTAGED BUSINESS ENTERPRISE
UTILIZATION

The undersigned Bidder has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The Bidder is committed to a minimum of _____% of DBE utilization on this contract.

_____ The Bidder (if unable to meet the DBE goal of 5%) is committed to a minimum of _____% of DBE utilization on this contract and has included documentation demonstrating good faith efforts.

Name of Bidder's firm: _____

By: _____
Authorized Signature

Title

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____