



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
PTR12003

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
01/11/2012				

BID OPENING DATE: **02/14/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		840-74		
<p>PERFORMANCE OF ON-SITE MONITORING</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WV DEPARTMENT OF TRANSPORTATION, DIVISION OF PUBLIC TRANSIT IS SOLICITING PROPOSALS FOR THE PERFORMANCE OF OF ON-SITE MONITORING REVIEWS FOR SUB-RECIPIENTS AND TECHNICAL ASSISTANCE TO ENSURE COMPLIANCE WITH FEDERAL TRANIST ADMINISTRATION REQUIREMENTS PER THE ATTACHED SPECIFICAIONS.</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 304-558-4115 DEADLINE FOR ALL TECHNICAL QUESTIONS IS 01/24/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY AFTER THE DEADLINE.</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</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</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.html 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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<p>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> <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</p>						

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<p>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 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>						

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<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> <p>RFQ. NO.: PTR12003</p> <p>BID OPENING DATE: 02/14/2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ PTR12003 ***** 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 #PTR12003

SECTION 1 – GENERAL INFORMATION, PURPOSE AND QUALIFICATIONS

1.1 PURPOSE OF WORK

The Federal Transit Administration's (FTA) State Management Review Program assesses the State's implementation of the nonurbanized area formula program (Section 5311), the Job Access and Reverse Commute program (Section 5316) and the New Freedom program (Section 5317) to ensure that they are being administered in accordance with FTA's requirements and are meeting program objectives. To document sub-recipient's compliance with these requirements, the Division of Public Transit (herein referred to as the Division or DPT) has developed the Section 5311, 5316 and 5317 Compliance Review Workbook. The workbook is composed of either FTA 5311, 5316 and 5317 requirements, the Division's requirements for these programs and best practices. To view a copy of the workbook, contact Cindy Fish at 304-558-0428 or Cindy.E.Fish@wv.gov and a copy will be emailed to you. Utilizing the Section 5311, 5316 and 5317 Compliance Review Workbook, the successful bidder shall conduct on-site reviews of all Section 5311 [and 5311(f)], 5316 and 5317 sub-recipients (see Exhibit A) along with Division personnel. The successful bidder shall first conduct desk reviews by inspecting the Division of Public Transit's records in Charleston and completing sections of the Section 5311, 5316 and/or 5317 Compliance Review Workbook prior to the site visits. The successful **bidder shall:**

- Conduct desk reviews in Charleston on Sections 5311, 5316 and 5317 recipients and submit to sub-recipients for their review and response;
- Review initial responses to the Compliance Review Workbook provided by the sub-recipient prior to the on-site visit;
- Conduct site visits on each sub-recipient and verify compliance with the 5311, 5316 and/or 5317 requirements. Some site visits may take longer than one day and Division of Public Transit personnel may not be present for all on-site visits;
- Produce a report of findings needing corrective action and recommendations to improve the overall administration of the transit program. The final report on the on-site findings and recommendations must be produced within 30 days of the on-site visit;
- Assist in the refinement of the Section 5311, 5316 and/or 5317 Compliance Review Workbook including adding or deleting sections that may be required as a result of the reauthorization of the federal transit legislation;
- Provide technical assistance to individual sub-recipients to bring the sub-recipient's programs into compliance with the 5311, 5316 and/or 5317 programs;
- Assist the Division in ensuring that any new sub-recipients or current sub-recipients or programs resulting from the reauthorization of the federal transit legislation are in compliance with Federal Transit Administration regulations (This may not be limited to the 5311, 5316 and/or 5317 programs if the state is required to administer any new, combined or additional grants during the life of the contract.);

- Assist in reviewing and revising the Section 5311, 5316 and/or 5317 program guides;
- Conduct workshop(s) on the 5311, 5316 and/or 5317 on-site findings and/or new, changed or deleted FTA requirements;
- Assist in the implementation of any new circulars, regulations and/or guidance issued by the FTA for the life of this contract;
- Assist in the implementation of any new programs, guidance and/or regulations that are the result of the federal transit reauthorization;
- Assist in the development of a state management plan and on-site compliance review program for a combined 5310, 5316 and 5317 programs should federal legislation combining these three grant programs be enacted as is currently being proposed;
- Assist in reviewing and revising the Section 5311 state management plan;
- Assist the Division in preparing and responding to the FTA State Management Review which will take place in 2013. This includes, but is not limited to, a pre state management review assessment and staff training, assisting with answering the workbook questions, assisting in resolving any findings made as a result of the review, including making corrections, additions or deletions in the compliance workbooks and assisting subrecipients in resolving any findings.

In addition to these tasks, it is anticipated that FTA will issue new Circulars regarding Title VI and Environmental Justice in 2012. The successful bidder shall assist in the development of the Division's updated Title VI plan which is due in May, 2013 and the implementation of the new circular requirements and guidance along with the implementation of any Environmental Justice requirements for the Division and its subrecipients. The Division is also requesting assistance in the development of its DBE program and goal which is due in August, 2012.

The Division may also request technical assistance in assisting Section 5307 recipients in meeting FTA requirements or addressing triennial review findings.

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) programs, on-site reviews and the provision of training related to the subjects outlined in 1.1. All bidders should 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 bidder 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 transit programs. All bidders should 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.

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 should be provided with the bid; however, if not, it must be provided upon request within 48 hours. 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. Bid prices should include travel, overhead, profit, materials, etc.**

1.4. 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 - #7.

1.5 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.

1.6 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.

1.7. METHOD OF AWARD & EVALUATION

Award will be made to the lowest responsible bidder on the basis of Grand Total Bid.

1.8. 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.

1.9 IN-STATE VENDOR PREFERENCE NOT APPLICABLE

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.**

1.10 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.

1.11 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, sub-recipient site visits and all other work tasks or items associated with the project shall be included in the price quote.

1.12 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.

1.13 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 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.

1.14. CONTRACT PERIOD

It is anticipated that the Contract Period will begin March 1, 2012. 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 (ALSO SEE 2.4)

2.1.1 The successful vendor shall complete as much of the 5311, 5316 and/or 5317 Compliance Review Workbook as possible based on the information available in the office of the Division which is located in Charleston, West Virginia. It is anticipated that this shall be accomplished over several visits to the Division. Division staff shall provide any relevant information to the successful vendor at this time. The initial responses to the compliance Review Workbook will be provided by the sub-recipient prior to the on-site visit. It is the Division's intention to email the sub-recipient's responses to the successful vendor. The Division shall email the 5311, 5316 and/or 5317 compliance Review Workbook to each sub-recipient for completion. The Division and the successful vendor shall mutually agree on the time line for each on-site visit. On-site visits shall be scheduled to keep travel costs at a minimum.

2.1.2 The successful vendor shall conduct on-site visits to review 5311 [and 5311(f)], 5316 and/or 5317 recipients using the Compliance Review Workbook. The successful bidder shall verify compliance with the 5311, 5316, 5317 and/or state requirements. Some site visits may take longer than one day and Division of Public Transit personnel may not be present during all on-site visits. Depending on the outcome of the review, additional on-site follow-up visits may be necessary.

2.1.3 The successful vendor shall produce a report as a result of the on-site visit of findings needing corrective action and recommendations to improve the overall administration of the sub-recipient program. The final report on the on-site findings and recommendations must be produced and submitted to the sub-recipient within 30 days of the on-site visit. The successful vendor should also be prepared to make recommendations to the Division for changes in the administration of the various FTA grant programs as a result of the on-site reviews. Technical Assistance to the sub-recipients may need to be provided to resolve any findings.

2.1.4 The successful vendor shall assist in the refinement of the Section 5311, 5316 and/or 5317 Compliance Review Workbook including adding, deleting and/or changing sections that may be required as a result of the reauthorization of the federal transit legislation or changing regulations or circulars that govern FTA funding.

2.1.5 The successful vendor shall assist the Division in ensuring that any new sub-recipients or current sub-recipients or programs resulting from the reauthorization of federal transit legislation are in compliance with Federal Transit Administration regulations. This may include but is not limited to the 5310, 5311, 5316 and/or 5317 programs since their may be significant changes to the FTA programs as a result of the reauthorization of the federal transit legislation which may occur during the life of this contract. The successful vendor shall be required to assist in the development of any changes in the state management plans required by the Federal Transit Administration or prepare reports or studies required by the reauthorization of SAFETEA-LU.

2.1.6 The successful vendor shall assist in revising the Sections 5311, 5316 and/or 5317 program guides to ensure that it complies with federal transit reauthorization.

2.1.7 The successful vendor shall assist in the development of a state management plan and on-site program for a combined 5310, 5316 and 5317 programs should federal legislation combining these three grant programs be enacted as currently is being proposed;

2.1.8 The successful vendor shall assist the Division in responding to the FTA State Management Review which should take place in 2013. This includes conducting a pre- management review assessment and training, assisting with answering the workbook questions, assisting in resolving any findings made as a result of the review, including making corrections, additions or deletions in the compliance workbooks and assisting the subrecipients with resolving any findings. The successful bidder, with assistance from the DPT, may be responsible for gathering and providing any materials requested by FTA for a review and assist with resolving any findings. This effort will involve at least two on-site trips to Charleston with possibility of a third visit which is dependent upon the review findings.

2.1.9 The successful vendor shall assist the Division in developing its FY 2012 DBE goal, updating its DBE plan and reviewing semi-annual (or quarterly if necessary) reports.

2.1.10 The successful vendor shall assist the Division in making sure it and its subrecipients are in compliance with the revised Title VI Circular and the proposed Environmental Justice Circular. It is anticipated that these Circulars will be finalized in 2012. This assistance may take the form of a workshop and/or onsite technical assistance. Additionally, the successful vendor shall assist the Division in preparing its Title VI plan, providing guidance to the Division's subrecipients including the development or updating of any Limited English Proficiency (LEP) plans, reviewing of any materials requiring Title VI information such as web sites, schedules, etc. The successful vendor shall assist in meeting any Environmental Justice requirements.

2.1.11 If other miscellaneous administrative matters relevant to compliance issues relating to any FTA program should arise or any changes in the Federal Transit Administration programs result from reauthorization of federal transit legislation for which the DPT requires assistance, the successful bidder shall be paid the hourly rate for consulting.

2.1.12 The Division is also requesting technical assistance to 5307 recipients for any compliance issues that may result from or preparing for triennial reviews.

2.1.13 The successful vendor shall provide technical assistance to the individual subrecipients to bring the sub-recipient's programs into compliance with the 5311, 5316 and/or 5317 programs. Technical assistance may be provided through the mail, email, telephone, on-site or at meetings. Technical assistance shall also be provided to any new sub-recipients or new personnel both at the state and local levels to ensure that they understand the FTA requirements governing the various grant programs. The consultant may be required to provide the sub-recipients with sample policies and procedures.

2.2 MEETINGS WITH DPT

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 and can be held in conjunction with the required pre-site visit to the Division's offices. All desk reviews shall take place at the Division's office in Charleston.

2.3 WORK TASKS

Specific work tasks are to be developed by the successful bidder and should be included in the bid when submitted.

2.4 DETAILS OF WORKSHOPS

2.4.1 The successful bidder if requested shall be required to conduct a workshop(s) on the findings resulting from the Section 5311, 5316 and/or 5317 on-site reviews and/or the new requirements that result from reauthorization of the federal transit program. The location and date of the workshop shall be mutually agreed upon by the Division of Public Transit and the successful bidder after the award of the bid. The successful bidder shall be responsible for workshop materials and supplies and registration the day of the workshop, if required. It should be noted that the successful bidder is responsible for seeing that all conference material is delivered to the workshop site. At no time shall the vendor expect the Division of Public Transit to deliver the materials to the workshop sites. **No registration fees may be charged by the successful bidder for the workshops.** Workshops will likely be held in either Charleston or Morgantown.

The entire content of the workshop/trainings shall be mutually agreed upon by the Division and the successful bidder after the award of the bid.

2.4.2. The successful bidder if requested shall be required to conduct workshop(s) on any new FTA circulars or program guidance that is issued during the life of the contract. The Division anticipates that this will apply to Title VI and Environmental Justice but may not be limited to these two topics. All workshop details mentioned in 2.4.1 apply to 2.4.2.

The entire content of the workshop/trainings shall be mutually agreed upon by the Division and the successful bidder after the award of the bid.

2.5 COST OF PROPOSAL

The Division reserves the right to select only tasks required for administration of the FTA programs.

2.6 TIME FRAME

These projects are anticipated to begin as of the date of the encumbered purchase order and be completed within (12) months of that date.

SECTION 3 - FEDERAL TERMS AND CONDITIONS:

No Federal Government Obligations to Third Parties

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

(2) The Vendor 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 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 Project. 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 Federal Transit Administration (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.

(2) 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.

(3) 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.

Exclusionary or Discriminatory Specifications

The Vendor agrees that it will comply with the requirements of 49 U.S.C. § 5325(h) by refraining from using any Federal assistance awarded by the WV Division of Public Transit to support procurements using exclusionary or discriminatory specifications.

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.

Audit and Inspection

The Vendor 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 Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

Disadvantaged Business Enterprise (DBE)

The Vendor 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 Vendor 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 Vendor 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 of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, Section 303 of the Age Discrimination Act of 1974, as amended, 42 U.S.C. § 6101, *et seq.*, Section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*, 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.

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(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 of 1964, as amended, 42 U.S.C. § 2000e, 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 employment, without regard to their race, color, creed, national origin, sex, disability 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 the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq. and implementing regulations, 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 C.F.R. 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.

Energy Conservation

The Vendor 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.

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.

Bankruptcy

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

Prohibited Interest

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

Metric System

As required by U.S. DOT or FTA, the Vendor agrees to use the metric system of measurement in its Project activities, as may be required by Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 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 U.S. DOT or FTA.

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.

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, dated November 1, 2008, 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 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.

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.

Payment Process

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.) Submit all invoices to:
 Division of Public Transit
 Building 5, Room 906
 1900 Kanawha Blvd., East
 Charleston, West Virginia 25305-0432

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 Contractors shall be required to certify that they are not on the Comptroller General's list of ineligible contractors on **Bid Form #3**.

Restrictions on Lobbying

Every Vendor 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.

Privacy

(1) The Vendor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Vendor agrees to obtain the express consent of the Federal Government before the Vendor or its employees operate a system of records on behalf of the Federal Government. The Vendor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

(2) The Vendor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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(18 dated October 1, 2011) 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.

Insurance Requirements

The successful Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Vendor shall provide proof of insurance to the Purchasing Division at the time the contract is awarded. The Vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the Vendor, its agents and employees in the following amounts:

- 1) For bodily injury (including death): \$500,000 per person up to \$1,000,000 per occurrence.
- 2) For property damage and professional liability: Up to \$1,000,000.

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 Contractor 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 #PTR12003**".

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 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.

Electronic and Information Technology

The vendor agrees to provide any reports or information for distribution to FTA, among others, using electronic or information technology capable of assuring that the reports or information, when provided to FTA, will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

Accessibility

Vendor agrees that products provided shall be in accordance with the 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "American with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

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.

Clean Water

The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, 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.

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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.

Sensitive Security Information

Each Vendor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of this contract or any subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(s) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

Seat Belt Use

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each vendor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in any third party subcontracts, involving this project.

Federal Funding

Federal funding for this project is being provided by the Federal Transit Administration through CFDA 20509, Section 5311 for 100% of the project cost.

BID FORM #1

(Quantities listed on Bid Form #1 are estimates for bid evaluation purchases only. Actual quantities may vary)

Task	Estimated Quantities	TOTAL COST
2.1.1 – 2.1.3 On site reviews including desk reviews, review on site, report and resolution of findings	Cost of one review \$ _____ times 15	\$ _____
2.1.4 Refining 5311, 5316, and/or 5317 Compliance Review Workbooks	Cost of Refining all three Compliance Workbooks per year \$ _____	\$ _____
2.1.5 Cost to provide assistance to new sub-recipients or personnel	Cost per site \$ _____ times 5	\$ _____
2.1.6 Revision of 5311, 5316 and/or 5317 program guides	Cost per revisions \$ _____ times 3	\$ _____
2.1.7 Revisions of State Management Plans for 5310, 5316, and 5317	Cost to combine and revise plans \$ _____ times 1	\$ _____
2.1.8 State Management Review Assistance	State Management Review Assistance \$ _____ times 1	\$ _____
2.1.9 Assistance in developing the FY 2012 DBE goal, plan updates and review of progress reports	DBE Goal, Plan, and Reports \$ _____	\$ _____
2.1.10 Assistance with Title VI and LEP Programs and Environmental Justice	Title VI, LEP and Environmental Justice \$ _____	\$ _____
2.1.11 Technical assistance to implement changes brought by new federal transit legislation	New federal transit legislation \$ _____ x 150 hours	\$ _____
2.1.12 Technical assistance to 5307 recipients	Section 5307 Recipients \$ _____ x 100 hours	\$ _____
2.1.13 Technical assistance to individual recipients	Section 5311, 5316 and 5317 Recipients \$ _____ x 150 hours	\$ _____
2.4.1. Review Findings Workshop	Cost of Workshop \$ _____	\$ _____
2.4.2 New FTA Circular/Program Guidance Workshop(s)	Cost per Workshop \$ _____	\$ _____
GRAND TOTAL BID		\$ _____

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 influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the undersigned assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The undersigned also understands that any person who fails to file a 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.

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

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 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 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

Buyer: FW44 Page _____ PO#PTR12003
Spending Unit: Division of Public Transit
Department of Transportation

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

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 _____

ATTACHMENT A

SECTION 5311 Sub-Recipients

Bluefield Area Transit operated by the City of Bluefield
 Patrick McKinney, CCTM, Manager
 Tammy Bennett, Assistant Manager
 1642 Bluefield Avenue
 PO Box 1838
 Bluefield, West Virginia 24701
**Serving Bluefield/Princeton area, Mercer; Welch,
 McDowell Counties**

Phone: 304-327-8418
Toll Free: 1-866-759-0978
FAX: 304-325-6783;
TDD: 304-327-8418
Email: pmckinney@ridethebatbus.com
tbennett@ridethebatbus.com
Web: www.ridethebatbus.com

Buckwheat Express operated by
 Preston County Senior Citizens, Inc.
 Sidney Murphy, Executive Director
 108 Senior Center Drive
 PO Box 10
 Kingwood, West Virginia 26537
Serving Preston County

Phone: 304-329-0464 or 329-0678
Toll Free: 1-800-661-7556
FAX: 304-329-2584;
TDD: 304-329-0464
Email: preston seniors@atlanticbb.net
Web: www.buckwheatexpress.com

Central WV Transit Authority
 John Aman, Manager
 208 North 4th Street
 PO Box 430
 Clarksburg, West Virginia 26301
Serving Harrison County

Phone: 304-623-6002
Toll Free: None
FAX: 304-623-2950
TDD: 304-623-2950
Email: john@centrabus.com
Web: www.centrabus.com

Country Roads Transit operated by
 The Committee on Aging in Randolph County, Inc.
 Rebecca Poe, Executive Director
 5th Street & Railroad Avenue
 PO Box 727
 Elkins, West Virginia 26241
Serving Randolph & Upshur Counties

Phone: 304-636-6472
Toll Free: 1-877-636-6472
FAX: 304-637-4991;
TDD: 304-637-4991
Email: randolphcountyseniorcenter@yahoo.com
Web: www.countryroadstransit.com

Fairmont-Marion County Transit Authority
 George Levitsky, CCTM, General Manager
 400 Quincy Street
 Fairmont, West Virginia 26554
Serving Marion County

Phone: 304-366-8177 or 304-366-8180
Toll Free: None
FAX: 304-366-2308
TDD: 304-366-5295
Email: fmcta@wvdsi.net
Web: www.fmcta.com

Barbour County Senior Center, Inc., dba
Here and There Transit
 Brenda Wilmoth, Director
 101 Church Street
 PO Box 146
 Philippi, West Virginia 26416
Serving Barbour County

Phone: 304-457-1818
Brenda: 304-457-4545
Toll Free: None
FAX: 304-457-2017;
TDD: 304-457-1818
Email: bcsc@bcnetmail.org
Web: www.hereandtheretransit.com

Little Kanawha Transit Authority

Darlene Harris, Manager
 794 Arnoldsburg Road
 PO Box 387
 Grantsville, West Virginia 26147
Serving Calhoun, Jackson, & Roane Counties

Phone: 304-655-8999
Toll Free: 1-866-354-5522
FAX: 304-655-9927
TDD: 304-655-8999
Email: lkbc@frontiernet.net
Web: www.littlekanawhabus.com

Mountain Transit Authority

Bill Mauzy, Manager
 1096 Broad Street
 Summersville, West Virginia 26651
Serving Fayette, Greenbrier, Nicholas, & Webster Counties

Phone: 304-872-5872
Toll Free: 1-877-712-9432
FAX: 304-872-5877
TDD: 304-872-5872
Email: wtmauzyMTA@yahoo.com
Web: www.mtawv.com

Potomac Valley Transit Authority

J. Douglas Carter, Director
 185 Providence Lane
 Petersburg, West Virginia 26847
Serving Grant, Hardy, Hampshire, Mineral & Pendleton Counties

Phone: 304-257-1414
Toll Free: 1-800-565-7240
FAX: 304-257-2804
TDD: 304-257-1414
Email: jcarter@potomacvalleytransit.org
Web: www.potomacvalleytransit.org

TriRiver Transit

Paula Smith, Executive Director
 753 Marconi Drive
 PO Box 436
 Hamlin, West Virginia 25523
Serving Lincoln, Logan, Boone & Mingo Counties

Phone: 304-824-2944
Toll Free: 1-877-212-0815
FAX: 304-824-3889
TDD: 304-824-3889
Email: trtpaula@zoominternet.net
Web: www.tririver.org

Wayne County Community Services Organization, Inc.,
 dba **Wayne X-Press**
 Rose Meredith, Executive Director
 Huntington, West Virginia 25704
Serving Wayne County

Phone: 304-429-0070
Toll Free: 1-800-377-6265
FAX: 304-429-0026
TDD: 304-429-4666
Email: rmeredith@wccso.org
Web: www.waynexpress.com

SECTION 5311(f) Sub-Recipients**Lakefront Lines, Inc.**

John Goebel
 Gordon Cooper
 13315 Brookpark Road
 Parma, OH 44142
Serving Charleston, Ripley and Parkersburg, WV

Phone: 216-267-8810
Toll Free: 1-800-638-6338
FAX: 216-362-4935
Email: john.goebel@lakefrontlines.com
gcooper@lakefrontlines.com
Web: www.lakefrontlines.com

NOTE: Mountain Line Transit Authority is also a Section 5311(f) sub-recipient and a direct recipient of Section 5307. It will not be necessary to conduct a review of this property.

SECTION 5316 (JARC) Sub-Recipients

CHANGE, Inc.
 Jeff Stefano, Transportation Coordinator
 3136 West Street
 Weirton, WV 26062
 Serving Brooke, Hancock, Ohio and Marshall Counties

Phone: 304-748-5438
FAX: 304-797-1489
Email: jeffreydestefano@changeinc.org

Raleigh County Community Action Association
 Andy Austin, Transportation Coordinator
 P.O. Box 3066
 East Beckley Station
 Beckley, WV 25801
 Serving Raleigh County

Phone: 304-252-6396
FAX: 304-255-9198
Email: andy@rccaa.org
Web: www.rccaa.org

*NOTE: Raleigh Co. CAA is also a Section 5317 (New Freedom) sub-recipient.
 NOTE: Mountain Line Transit Authority, Kanawha Valley Regional Transportation Authority
 and Tri-State Transit Authority are also Section 5316 recipients and direct recipients of
 Section 5307. It will not be necessary to conduct reviews on these properties.*

SECTION 5317 (New Freedom) Sub-Recipients

In Touch and Concerned, Inc.
 Valerie Hose Romec, Director
 693 Fairmont Road
 Westover, WV 26501
 Serving Monongalia County

Phone: 304-296-6109
FAX: 304-296-6169
Email: vhromec@itacwv.org
Web: www.itacwv.org

*NOTE: Raleigh Co. CAA is also a Section 5317 (New Freedom) sub-recipient.
 NOTE: Mountain Line Transit Authority and Bluefield Area Transit are also Section 5317
 recipients. Mountain Line is a direct recipient of Section 5307. It will not be necessary to
 conduct a review on this property. Bluefield Area Transit is also a Section 5311 sub-
 recipient and will be reviewed under that program.*