



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
PTR12007

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

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
03/05/2012				

BID OPENING DATE: 03/22/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 4 *****						
THIS ADDENDUM IS ISSUED TO:						
1) EXTEND THE BID OPENING DATE AND TO 03/22/2012 AT 1:30 PM						
2) PROVIDE THE ATTACHED TECHNICAL QUESTIONS & ANSWERS AND RESOPNSE TO REQUEST FOR APPRVED EQUALS WHICH OMITTED FROM ADDENDUM NO. 3 IN ERROR.						
***** END ADDENDUM NO. 4 *****						
0001	1	EA		470-81-00-001		
158" DUAL WHEEL CUTAWAYS WITH AIR CONDITIONING,						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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).

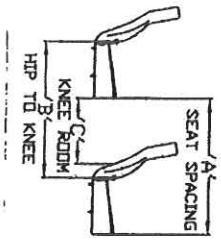
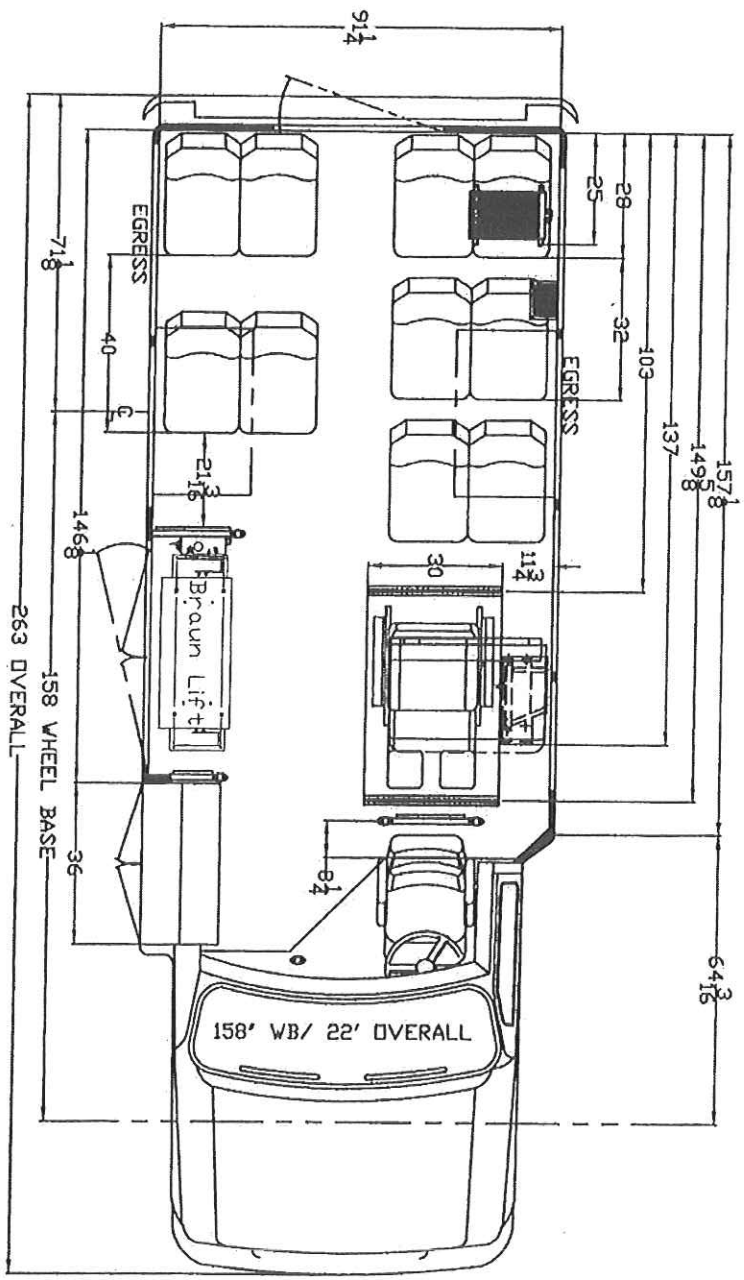
Please find additional technical questions and approved equals on PTR 12007 below—these were overlooked and were not included in the first round of answers.

Section	Page	Specification	Question or Request	Response
5.0	28	Electrical System	Please accept that the wires will be color and function coded.	Approved
5.0	28	Electrical System	Please accept that the wiring will be 14 gauge and 16 gauge where appropriate.	Approved
5.3.13	30	Exterior lights	Please clarify what an exterior dome light is.	The dome light is in the interior, and this specification was inappropriately categorized.
5.3.13	30	Exterior lights	Please accept that the front turn signals come standard from the chassis manufacture with incandescent light bulbs, so they will not be LED.	Approved
6.2.4	31	Air Conditioning System	Please accept that the BTU rating of the specified TA73 evaporator when combined with the SMC3L condenser and a 13 C.I.D. compressor is 60K BTU not 65K BTU as specified. This system when combined with the front A/C system will provide 75K BTU total.	Approved
8.1.3	39	Body	Please accept that the steel components will be treated with gray self-etching primer from Nanochem that doesn't meet the salt spray specification	Approved as long no bare metal is exposed, covered either by paint or undercoating
9.2.6	36	Doors-Access and Entrance/Exit	Please accept our diamond plate driver running board that is approximately 11.5" wide and approximately 12" off the ground	Approved
10.2.9	37	Lift Installation	Please accept the Braun safety belt in lieu of the Access Arize safety belt	Approved
11.1	37	Seating and Securement	Please approve seat cushions that are 17.5" wide in lieu of the 18"	Approved

11.1	45	Passenger Seat	Please clarify what height of seat is required.	22 ½"
11.2	38	Driver's Seat	Please accept that the Freedman Sport Shield seat does not offer vertical adjustment on the standard Ford manual pedestal	Please use the Adnik Ford aftermarket 6 way power slide available from Freedman
11.2	38	Driver's Seat	Please accept that the driver seatbelt is attached to the B pillar and not to the seat frame as specified	Approved
11.4.4	39	Passenger Assists	Please delete the requirement for the stanchion behind the rearmost seats	Please retain the modesty panel shown on the floor plan that appears between the last row of seats and the lift.
12.1	39	Windshield	Please accept the standard Ford windshield does not have a band of graduated dark tint at the top	Approved
15.0	40	Mudflaps	Please accept that the mud flaps will be made of durable polyethylene in lieu of rubber	Denied. Rubber is specified. A more rigid compound may need to be replaced more often with our road conditions.
16.0	41	AM/FM CD/Clock Radio	Please accept a Sony AM/FM/CD/Clock Radio w/4 speakers in lieu of Panasonic.	Approved
Option A	44	Non-Accessible Vehicle	Please clarify how many fixed forward facing seats are required.	The specs state "at least 12".
Option A	44	Non-Accessible Vehicle	Option A states that the seats in the rear row are to be high back per section 11.1. High back seats are not noted or described in section 11.1.	High back seats for the rearmost positions are listed in Option A for safety reasons, and therefore should be considered in the bid
Option B	44	Fixed Route package	Please clarify, both scroll and LED signs are requested.	Only LED, please.
Option B	44	Fixed Route Package	Please accept that in the case of scroll signs, is not possible for the driver to tell what destination is showing in the front of the bus window by looking at the back of the scroll	Moot point—LED is required

			sign, so no window for the driver will be provided	
Option B	44	Fixed Route Package	Please clarify. The farebox provision is a part of the fixed route package but the fare box prep in the same location is specified in the base bus in the item 11.4.2. What additional items are needed to be provided to satisfy the requirement of this option?	Fare box prep is all that is required
Floor Plan	67	Floor Plan Drawings	Please accept the attached floor plan in place of the 12 & 1 shown on page 67 of the revised spec. the rear lift door will overhang the wheel well by about 11" inches if the lift is in the rear. Also, there is not enough room to fit the extra large Braun lift between the wheel well and the rear wall regardless or not there is a flat floor. Lastly and most importantly, it will be very difficult if not impossible to maneuver a wheel chair in the right space allotted. Attached is a floor plan showing your requested floor plan with the wheelchair perpendicular to the bus as it would come in from the lift. You can see it would hit the fixed seats across from the lift and not be able to turn.	Please replace the existing floor plan with the attached floor plan for the 12+1.

REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION
-	-	-	-	-	-	-	-	-	-	-	-



SEAT STYLE	SEAT SPACING 'A'	HIP-TO-KNEE 'B'	KNEE ROOM 'C'
MID HIGH	32"	30"	12"
HIGH HIGH	40"	38"	20"