



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

Solicitation

NUMBER
DBSM131020

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE HILL 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

SCHOOL FOR THE DEAF & BLIND
 RECEIVING DEPARTMENT
 301 EAST MAIN STREET
 ROMNEY, WV
 26757-1894 304-822-4810

DATE PRINTED
08/13/2012

BID OPENING DATE: 09/13/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	961-78	CHARTERING AND BUSING, TOURS		
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA SCHOOL FOR THE DEAF AND BLIND REQUEST A QUOTE TO PROVIDE AN OPEN END CONTRACT FOR CHARTERED BUS SERVICES FOR THE SCHOOL YEAR 2012-2013 PER THE ATTACHED SPECIFICATIONS. BID OPENING: SEPTEMBER 13, 2012 AT 1:30 PM LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 **SEE ATTACHED INSTRUCTIONS TO BIDDERS CHARTERED BUS SERVICES FOR TRANSPORTATION TO/FROM HOME & SCHOOL FOR THE WEST VIRGINIA SCHOOL FOR THE DEAF AND BLIND PER THE ATTACHED SPECIFICATIONS. REFERENCE THE ATTACHED INSTRUCTIONS TO BIDDERS.						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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RFQ COPY
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DATE PRINTED
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BID OPENING DATE: 09/13/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DBSM131020 ***** TOTAL:						_____

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

| A pre-bid meeting will not be held prior to bid opening.

| A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

| A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: August 28, 2012

Submit Questions to:

Connie Hill
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304-558-3970
Email: Connie.S.Hill@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: September 13, 2012 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on
Upon Award
and extends for a period of 1 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- | | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- | | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- | | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____ . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- | **Commercial General Liability Insurance:**
\$5,000,000.00 or more.

- | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

- | West Virginia School for the Deaf & Blind to be named as an additional insured upon award of contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

| **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

| ***See attached specifications for requirements.

| Attach a current United States Department of Transportation (USDOT) safety rating.

| Attach a Federal Motor Carrier Safety Administration Form MCS-F90B

|

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://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 Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

DBSM131020

WEST VIRGINIA SCHOOLS FOR THE DEAF AND THE BLIND

REQUEST FOR QUOTATION (RFQ)

CHARTERED BUS SERVICES FOR TRANSPORTATION TO/FROM HOME/SCHOOL

Purpose: The purpose of this Request for Quotation(RFQ) is to obtain charter bus services to take students at the West Virginia Schools for the Deaf and the Blind to/from home and school on a regularly scheduled basis.

Description: For the current school year there are thirteen (13) homegoings and twelve (12) return to school trips scheduled with three routes running per trip. The first scheduled trip for this contract will be October 10, 2012 and is a homegoing with a return to school on October 14, 2012. The Wednesday, June 5, 2013, homegoing will be the final trip of the school year, returning students to their homes for summer break. The schedule for bus services and the school calendar are subject to change each school year and will be made available to the successful vendor at least one month prior to the start of each school year. Note: The school is considering going to a "year round" or "balanced" school calendar at the beginning of the 2013-14 school year. Should such a calendar be adopted by the school, the months in which bus services are needed may include some of the summer months, e.g., mid-June to mid-August. The school reserves the right to increase/decrease the number of homegoings, increase/decrease the number of bus routes, add/subtract stops from any route, and change from a traditional school calendar to a "balanced" calendar. Note: Contingent upon unforeseen circumstances, dates and times of homegoings and returns to school during school year are subject to change.

Specifications:

1. Vendors must have a minimum of ten (10) years of charter bus service.
2. All buses must be air conditioned, heated, clean inside and out, and with a clean working restroom on board.
3. All buses must be in good repair with no known mechanical defects. Tires, brakes, and other essential vehicle parts necessary to the safe operation of the bus must be in good/safe condition. The successful vendor must ensure that it provides regularly scheduled preventative maintenance on all vehicles used to transport students. The school reserves the right to check and/or request the safety, driver, maintenance and repair records of the successful vendor, including review of the Federal Motor Carrier Safety Administration (FMCSA) data available concerning the vendor.
4. The school reserves the right to inspect the company's facilities and buses and to cancel the contract if facilities/buses fail to meet all federal and state standards for charter bus services.
5. Each bus must have a seating capacity of no less than forty-seven (47) passengers including designated wheelchair areas.
6. All buses should meet all federal requirements for accessibility as dictated by the Americans with Disabilities Act (ADA) and other relevant federal and/or state codes.

7. Back-up fleet must be available or the company must have a valid contract with a nearby charter bus company in case of a bus breakdown.
8. The successful vendor shall furnish proof of commercial general liability insurance prior to issuance of contract. The minimum amount of insurance coverage required is \$5,000,000.00 and must include the school as an additional insured. (The \$5 million minimum is required by FMCSA and the State of West Virginia.) Per the Federal Motor Carrier Safety Administration (FMCSA) and the State of West Virginia the successful vendor must have on file a MCS-F90B form for any vehicle designed to transport more than sixteen (16) passengers. The additional insured will be notified thirty (30) days in advance if the company drops any coverage. Documentation of all insurance information should be submitted, including the policy number, the amount of coverage for each vehicle, effective policy dates, insurance carrier, insurance agent/agency and appropriate telephone numbers.
9. Each bus shall be equipped with wheelchair seating capacity for at least two chairs and proper anchors/tiedown areas. Each bus shall have a wheelchair lift which is in good mechanical and working condition. The bus company shall train the aides and drivers in the proper operation and maintenance of said equipment.
10. The successful vendor will provide TWO aides for each bus for each homegoing and each return to school trip.
11. The successful vendor will be required to complete criminal background checks, including fingerprinting, on all aides and drivers servicing this contract. The same will be required of any newly hired drivers/aides during the term of the contract. The successful vendor will be required to submit to the school a copy of the background check on each driver/aide employed who is used as part of this contract. Individuals with felony convictions will not be permitted to provide services. Some misdemeanors may be subject to further scrutiny. The school reserves the right to request additional background checks on drivers/aides if an issue compromising student safety or well-being is made known to the school.
12. All drivers must have a valid CDL license with a P (passenger) endorsement.
13. The school reserves the right to request and inspect at any time, but not limited to, the driver's record of duty status (log book), medical certificate, CDL license, driver qualification files, and accident register. The school may request at any time other documentation needed to ensure the safe and efficient operations of said charter bus service.
14. The school reserves the right to request or obtain the successful vendor's safety ratings, including but not limited to, United States Department of Transportation (USDOT) safety rating, moving violations, and SafeStat score.

15. The successful vendor must have an acceptable USDOT safety rating which will be reviewed at least annually by the school. In the event the successful vendor fails to maintain an acceptable USDOT safety rating, the contract will be IMMEDIATELY canceled.
16. The successful vendor will provide the school with a current Motor Vehicle Record (MVR) on each driver annually at the beginning of each school term. The school reserves the right to require more frequent MVRs if an issue arises with a driver which warrants review.
17. The successful vendor or his/her designee will be required to communicate, either in person, telephonically, or by electronic means, on a regular basis with designated school officials prior to homegoings/returns to school and when other issues/needs arise.
18. Contingent upon unforeseen circumstances, e.g., adverse weather conditions, schedule/calendar changes, the school reserves the right to reschedule, cancel, increase or decrease the number of homegoings and/or returns to school. In this event, the school will provide as much advance notification as is possible to the successful vendor. Under no circumstances, will the school authorize the travel of students in weather conditions which they knowingly deem to be a hazard to the safety and well-being of the students. In the case of rescheduling, the school and successful vendor will work together to establish a mutual date and time for services.
19. Aide duties are to supervise students and see that their personal needs are met while enroute. These duties may include, but are not limited to, assisting students with toileting needs, changing diapers, serving snacks/meals, feeding children who need assistance, and adequately monitoring/supervising students to ensure that students don't have the opportunity to engage in disruptive, dangerous, unsafe or inappropriate behaviors, e.g., bullying, inappropriate displays of affection, sexual contact, physical aggression, cursing.
20. The school will provide instruction for the aides/bus drivers via a general meeting prior to each departure from school. Instruction will include, but is not limited to, sign language instruction, installation/use of car seats, wheelchairs, harnesses, medication issues, route rolls and other general information. The successful vendor is strongly encouraged to provide the same aides and bus drivers each trip in order to gain familiarity with the students and their needs, student families, and routes/stops.
21. Conversations with families must be limited solely to that which directly pertains to that family's child or general public information. No information about another student or any other confidential and personal information is to be shared with another child's family. Any conversations by drivers/aides about the school itself should be positive.
22. The successful vendor will have all buses on campus, parked in front of the Elementary School for the Deaf and ready to load luggage, car seats, etc. at the time established by the school's Director of Special Services on the scheduled dates. Note: The school reserves the right to change the times of departure from campus and the bus stop times for pick-up/departure based on the school's and students' needs. Per departure times for the current school year's calendar, the buses will need to be

on campus for ten (10) of the homegoings no later than 12:30 PM and for five (5) of them at 11:00 AM. See attached current school calendar for dates/times of departure for each homegoing. Also, attached is a copy of the current bus routes/stops and dates/times of homegoings/returns to school for the current school year. The attached information will be provided to the successful vendor on an annual basis for the life of the contract.

23. The school reserves the right to change arrival/departure dates/times for buses based on school and student needs, and weather conditions, and may do so at any time throughout the life of the contract. Based on student needs, the school reserves the right to add/delete/change the number of stops on any route, and may do so at any time throughout the life of the contract. The school's Director of Special Services will provide the successful vendor with advance notification of any changes to arrival/departure dates/times and or additions/deletions/changes to routes/stops.
24. All bus company employees should eat lunch prior to arriving on campus. The school will **NOT** feed bus company employees.
25. On homegoing days the buses will be loaded and ready for departure from the Elementary School for the Deaf one-half (1/2) hour after the designated arrival time. The buses will then proceed to the School for the Blind dormitory, and finally to the Secondary School for the Deaf dormitory. The buses should leave campus at either 1:30 PM (10 homegoings) or 12:00 PM (5 homegoings).
26. The vendor will provide a light meal, e.g., sandwich, pudding or applesauce, and a drink, on the return trip, all of which must be approved by the Director of Special Services. The food/drink will be in adequate quantities to provide sufficient nourishment to each student. The school will provide a light meal for each bus on the days of homegoings. The aides on each bus will distribute the food and drink on each bus and will assist students as necessary with feeding/eating skills. Aides will refrain from eating or drinking while attending to student needs and shall wait until after students have been served and fed before eating/drinking.
27. **NO ONE SHALL SMOKE ON THE BUS.**
28. Aides will sit in or near the middle to rear of the bus while students are present. Aides will circulate among students at least every fifteen (15) to twenty (20) minutes in order to ensure that students' needs and comfort are attended and they are not engaging in any inappropriate behaviors. While seated, aides should be attentive to student needs/comfort and constantly scanning and observing students in order to correct any condition which is not proper or safe.
29. The school will provide special seats and restraints for students, who require such equipment. These items are to be returned to the school when the students are returned. Prior to the first homegoing at the beginning of the school year, the school will deliver this equipment to the bus company's terminal and at the close of the school year the school will pick up the same from the company's terminal.

30. Aides and bus drivers must be trained in the proper installation and use of harnesses, car seats, wheelchairs, and any other adaptive devices which will be used by a student in the course of travel. The school will provide an initial training prior to the first homegoing and subsequent trainings as needed or requested.
31. It is the responsibility of the vendor's aides/drivers to install all adaptive devices in buses prior to the buses loading students. Adaptive devices include, but are not limited to, wheelchairs, harnesses, car seats.
32. The vendor's aides will be responsible for ensuring that students are properly buckled in/restrained in specialized seats and restraints AT ALL TIMES as required per student needs. If a student is removed from a seat in order to change diapers/clothes, toilet, etc. then the aide must ensure that the child is properly positioned and restrained when returned to the specialized seat/harness.
33. Aides and/or drivers ONLY will operate the lift and will onload/offload students who are in wheelchairs.
34. Aides will ensure that all wheelchairs are properly secured to fixed anchors/tiedowns in the bus. The bus company and/or school shall train aides in the proper techniques for securing wheelchairs to anchors/tiedowns.
35. Periodically, throughout the length of travel, the aides will ensure that students are properly positioned in wheelchairs and appropriately restrained.
36. Throughout the course of travel, vendor's aides will periodically check students who are incontinent to ensure that they are **NOT** soiled. If a child is soiled, the aide will immediately change that child's underwear so that the child is not uncomfortable or in distress. Occasionally, outer clothing may also need to be changed. Students should be clean and dry upon arrival at school or bus stops. Diapers, etc. will be provided by school/family for changes. Note: Several incontinent students have significant weight and motor issues which require the aide to carefully lift and assist the student to a prone position.
37. Vendor's aides should be able to lift eighty (80) pounds. The school prefers that for safety reasons aides do two person lifts.
38. The aides, and if necessary the drivers, must help with the loading and unloading of students.
39. Students are **NOT** to be left unsupervised at anytime.
40. The school requests that the aides know basic sign language. Aides **SHOULD** learn at least 30 signs for communicating with the deaf and should know those signs by the time services are provided. Aides and drivers are strongly encouraged to acquire sufficient sign language skills to be able to converse with students and families, and particularly so that aides/drivers have sufficient skills with the language in order to understand students' wants and needs while in transit. Student behaviors are

greatly reduced when the individuals responsible for their care can communicate with them in an adequate manner. Inability to be understood greatly frustrates students and leads to adverse behaviors. The school reserves the right to implement a required level of sign language proficiency for bus company employees who work directly with students and their families.

41. The school reserves the right to require aides to attend ongoing sign language instruction provided prior to each homegoing trip or participate in other alternate means of acquiring sign language skills, e.g., online computer training. The successful vendor is responsible for ensuring that aides/drivers participate in and complete any requested trainings in this regard.
42. All aides must be trained in cardiac pulmonary resuscitation (CPR) and first aid prior to the beginning of each school term. The successful vendor must arrange for such training and pay for any costs associated with the training. At the beginning of each school term the successful vendor must provide the school with copies of valid CPR/First Aid cards for each aide. The school also strongly recommends that bus drivers participate in and complete the same training.
43. The school will provide locked medicine boxes for each bus. If necessary, the aides will be responsible for dispensing medicine enroute. They will be responsible for giving medicine to the parents at each stop. The medicine box will be returned to the school infirmary when the students are returned to school.
44. All buses shall be equipped with a first aid kit which contains general first aid supplies.
45. All buses shall be equipped with a working fire extinguisher.
46. There are certain times designated for the driver or aide to call the school. These times will be provided to the successful vendor. They must call as close to these times as possible. They are always to call and inform the school if they running more than thirty (30) minutes behind schedule. Drivers or aides MUST call the school when the last student has been delivered. Telephone calls to the school may be made collect.
47. The driver or aide will call the school if there are ANY travel delays, such as adverse weather conditions, road construction, etc., or if an emergency condition is of thirty (30) or more minutes in duration. All calls to the school may be made collect.
48. If a student or student pick-up person is not at a scheduled stop, the bus driver or aide will wait five (5) minutes beyond the scheduled time, and then call the school for further direction. Aide must ensure person picking up student is on the "pick-up" list and ask for identification prior to allowing the student to leave with the person. All calls to the school may be made collect.
49. Note: The West Virginia Schools for the Deaf and the Blind honors West Virginia Residence Vendor Preference. Qualified applicants should complete the Residence Vendor Preference form and attach to bid package.

50. Upon award of contract, the vendor's designated school contact/manager for the project will be the school's Director of Special Services, who may be reached at 304-822-4803.

Basis for Award:

Basis for award of the successful vendor will be based on the ability to meet provisions and specifications contained within this document and cost. The school reserves the right to request additional information/documentation from vendors in order to adequately evaluate the bids. After the Request for Quotation (RFQ) is placed on bid, all contact between vendors and the school concerning the bid package will be completed through the school's buyer at West Virginia State Purchasing. Questions concerning the RFQ should be directed to the school's buyer, Connie Hill, at 304-558-2157 or by e-mail at Connie.S.Hill@wv.gov.

WEST VIRGINIA SCHOOLS FOR THE DEAF AND THE BLIND

CONTRACTED CHARTER BUS SERVICES FOR HOMEGOINGS AND RETURNS TO SCHOOL

Name of Vendor: _____

Signature of Authorized Vendor Representative: _____

Print Name/title of Vendor Representative: _____

VENDOR'S USDOT#: _____

Date: _____

Basis for award is lowest responsible bidder meeting bid specifications.

Estimated Number of Trips*	Type of Trip	Route	Unit Cost (1 trip)	Total Cost (No. of trips X Unit Cost)
13	Homegoing	From Romney, WV to Beckley, WV		
13	Homegoing	From Romney, WV to Huntington, WV		
13	Homegoing	From Romney, WV to Ripley, WV		
12	Return to School	From Beckley, WV to Romney, WV		
12	Return to School	From Huntington, WV to Romney, WV		
12	Return to School	From Ripley, WV to Romney, WV		
TOTAL COSTS				

*Note: There are no guarantees of a guaranteed number of trips. Number provided is for bid purposes only. Actual number of trips may be more or less depending upon needs of the school and students.

**Note: There are no guarantees of a guaranteed number of routes. Number provided is for bid purposes only. Throughout the life of the contract, the school reserves the right to decrease/increase the number of routes/stops based on school and student needs.

Attach copy of current United States of Transportation (USDOT) safety rating to bid sheet.

Attach copy of current commercial general liability certificate to bid sheet. (Addition of school as an additional insured is not required at time of bid, but must be completed by the successful vendor in order to issue contract.)

Attach copy of current/completed MCS-F90B form to bid sheet.

Complete attached matrix.

**WEST VIRGINIA SCHOOLS FOR THE DEAF AND THE BLIND
 ADDITIONAL BID INFORMATION FOR BASIS FOR AWARD PURPOSES
 MANDATORY TO BE COMPLETED BY VENDOR
MUST BE SUBMITTED WITH BID**

Name of Vendor: _____

Signature of Authorized Vendor Representative: _____

Date: _____

Complete matrix below and attach to bid sheet. Attach additional pages as necessary. Questions should be answered about the vendor or representative providing services to the school. **All questions must be addressed or the bid will be disqualified.**

SPECIFICATION	QUESTION OR DESCRIPTION	VENDOR'S RESPONSE
Experience	How many years of experience does the vendor have as a charter bus service?	
Inside condition of Buses	Are all buses to be used air conditioned, heated, clean inside and out, and have a clean working restroom on board?	
Vehicle Safety	Does the vendor regularly schedule preventative maintenance on vehicles used? How often?	
Vehicle Safety	Are tires, brakes and other essential vehicle parts necessary to safe operation of vehicles in good/safe condition?	
Seating Capacity	Do all vehicles to be used have a seating capacity of at least 47 passengers?	
Accessibility	Do all buses to be used have functioning wheelchair lifts which bus company employees are able to work and maintain?	
American Disabilities Act (ADA)	Do all buses to be used meet federal requirements for ADA?	
Back-up	Does the company have a back-up fleet or valid contract with near-by company in case of bus breakdown?	
Insurance	Does the vendor carry at least \$5,000,000.00 of general liability insurance?	
Wheelchair Capacity	Does each bus to be used have wheelchair seating capacity for at least two chairs?	

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SPECIFICATION	QUESTION OR DESCRIPTION	VENDOR'S RESPONSE
Wheelchair Anchors	Does each bus with wheelchair capacity have tiedowns/anchors for chairs?	
Driver Credentials	Do all drivers have valid CDL license with P (passenger) endorsement and current MVRs which are acceptable?	
Background Checks	Is vendor willing at their expense to conduct criminal background checks on any employees used for these services and provide school with copies of background checks?	
USDOT Ratings	Does vendor have acceptable USDOT safety rating? Attach documentation.	
Aides	Does the vendor have aides for the buses who are willing to complete all tasks assigned?	
Aides /Drivers	Is the vendor willing to ensure that all aides/drivers will complete requested trainings in a timely fashion and cooperate with ongoing training as needed?	
Food	Is the vendor willing to provide a light meal on the return to school trips?	
Adaptive Device Training	Are aides/drivers willing to complete training in installation of car seats, wheelchairs, harnesses, and other adaptive devices?	
Adaptive Device Installation	Are aides/drivers willing to install all adaptive devices such as wheelchairs, harnesses, and car seats?	
Wheelchair Lift	Does each bus used have a wheelchair lift?	
Lift Operation	Are drivers/aides willing/able to operate the lift and onload/offload wheelchair bound students?	
Toileting	Are aides willing/able to change students' undergarments/clothes if soiled and assist students if needed with toileting?	
Aide lifting Capacity	Are all aides able to lift at least 80 lbs?	
Sign Language Skills	Do all aides/drivers have some rudimentary sign language skills?	

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SPECIFICATION	QUESTION OR DESCRIPTION	VENDOR'S RESPONSE
Sign Language Training	Are vendor's employees willing to complete sign language training as needed and required?	
CPR/First Aid Training	Do employees, particularly aides have current CPR and first aid cards?	
Medication Administration	Are aides willing to administer medications if necessary while in transit?	
Safety Supplies	Is each bus equipped with a working fire extinguisher and first aid kit?	

WEST VIRGINIA SCHOOLS FOR THE DEAF AND THE BLIND

*CURRENT HOME GOING/RETURN TO SCHOOL ROUTE/STOP ROLL

*Routes/stops/times subject to change based on school and student needs.

<u>ROUTES</u>		<u>TIME HOME</u>	<u>TIME RETURN TO SCHOOL</u>
<u>BUS 1 -- PRINCETON</u>			
Stops:	Locations:		
Moorefield	McDonalds	2:15 PM	4:45 PM
Petersburg	7-11 Store	2:30 PM	4:30 PM
Alta	Grandpa's Exxon, Exit 161	5:30 PM	1:30 PM
Fayetteville	Fayette Square K-Mart	6:30 PM	12:30 PM
Beckley	Cross Roads Mall, Penneys	6:45 PM	12:15 PM
Princeton	Wal-Mart	7:30 PM	11:30 AM
<u>BUS 2--HUNTINGTON</u>			
Stops:	Locations:		
Elkins	Tygart Valley Mall, Pizza Hut	3:45 PM	3:00 PM
Buckhannon	Wal-Mart	4:15 PM	2:30 PM
Dunbar	Exit 53, Dunbar Village	6:15 PM	12:30 PM
Winfield	Exit 39, Go Mart	6:45 PM	12:00 Noon
Huntington	Exit 15, Go Mart	7:15 PM	11:30 AM
<u>BUS 3--RIPLEY</u>			
Stops:	Locations:		
Hazelton Exit	Pine Run Service Center	3:15 PM	4:15 PM
Morgantown	Sabraton, Sheetz	3:30 PM	4:00 PM
Fairmont	Middletown Mall, Bob Evans	4:00 PM	3:30 PM
Clarksburg	Toys-R-Us	4:30 PM	3:00 PM
Parkersburg	Park Tours Bus Terminal	6:15 PM	1:15 PM
Ripley	Mall across from Wal-Mart	7:00 PM	12:30 PM

HOMEGOING DATES (BUSES LEAVE SCHOOL AT 12:00 PM OR 1:30 PM DEPENDING UPON DATE)

*12:00 PM homegoings

Non-asterisked homegoings leave campus at 1:30 PM.

DATE HOME

DATE RETURN TO SCHOOL

*Wednesday, October 10, 2012
 Friday, November 2, 2012
 Friday, November 9, 2012
 Friday, November 16, 2012
 *Friday, December 21, 2012
 Friday, January 18, 2013
 *Friday, February 8, 2013
 Friday, February 22, 2013
 Friday, March 15, 2013
 *Friday, March 29, 2013
 *Friday, April 26, 2013
 Friday, May 24, 2013
 Wednesday, June 5, 2013

Sunday, October 14, 2012
 Tuesday, November 6, 2012
 Sunday, November 12, 2012
 Sunday, November 25, 2012
 Wednesday, January 2, 2013
 Monday, January 21, 2013
 Sunday, February 10, 2013
 Sunday, February 24, 2013
 Sunday, March 17, 2013
 Sunday, April, 7, 2013
 Sunday, April 28, 2013
 Tuesday, May 28, 2013
 Summer Vacation

Note: Not responsible for typographical errors or changes to schedule/times

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

RFQ No. DBSM131020STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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** _____

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DBSM131020

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.