



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

**Solicitation**

NUMBER
PTR12033

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

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
07/13/2012

BID OPENING DATE: 08/08/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				CHANGES TO THE SPECIFICATIONS ATTACHED.		
				ANSWER TO VENDORS QUESTIONS ATTACHED.		
				BID OPENING DATE AND TIME REMAINS 08/08/12 @1:30 P.M.		
				NO OTHER CHANGES		
0001		EA		556-40		
				COACH, TRANSIT (MINI) HANDICAPPED		
				***** THIS IS THE END OF RFQ PTR12033 ***** TOTAL:		

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**SOLICITATION NUMBER: PTR12033**  
**Addendum Number: 4**

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The purpose of this addendum is to modify the solicitation identified as PR12033 (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:** See attached

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

## ATTACHMENT A

1. Bid opening date and time remains 08/08/12 @1:30 p.m.
2. The addendum acknowledgement is attached. This document should be signed and returned with your bid. Failure to sign and return may result in disqualification.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO. PTR12033**

**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 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.

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Company

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Authorized Signature

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Date

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

ADDENDUM NO. 4  
PTR12033

PTR 12033

Part 1, 4.0, A

The specifications read:

- A. Vendors shall specify approximate delivery date(s) when submitting bids. Delivery of the vehicle should be completed within 150 days after receipt of executed contract documents.

Change to:

- A. Vendors shall specify approximate delivery date(s) when submitting bids. Delivery of the vehicle shall be completed within 150 days after receipt of executed contract documents.

Part 1, 4.0, B

The specifications read:

- B. Vendor shall make arrangements through the Division of Public Transit for delivery of the vehicles to Division of Public Transit c/o Kanawha Valley Regional Transportation Authority, 1550 4<sup>th</sup> Avenue, Charleston, WV. Delivery will be accepted Monday through Friday, between 9 a.m. and 2 p.m. exclusive of State holidays.

Change to:

- B. Vendor shall make arrangements through the Division of Public Transit for delivery of the vehicles to Division of Public Transit c/o Kanawha Valley Regional Transportation Authority, 1550 4<sup>th</sup> Avenue, Charleston, WV. Delivery will be accepted Monday through Thursday, between 9 a.m. and 2 p.m. exclusive of State holidays.

Part 1, 6.0, J

The specifications read:

- J. When submitting invoices for payment to the Division of Public Transit, the Vendor shall be required to provide an original typed invoice. The following items shall appear on the invoice:

- 1) Vendor's Federal Employee Identification Number (FEIN)

- 2) Purchase Order Number
- 3) Invoice should reflect the base vehicle cost and any applicable options with unit cost. **NOTE: Two invoices shall be submitted for each vehicle, one for 90% and one for 10%.**
- 4) Submit all invoices to:  
Division of Public Transit  
Building 5, Room 906  
1900 Kanawha Blvd., East  
Charleston, West Virginia 25305-0432

Change to:

- J. When submitting invoices for payment to the Division of Public Transit, the Vendor shall be required to provide an original typed invoice. The following items shall appear on the invoice:
  - 1) Vendor's Federal Employee Identification Number (FEIN)
  - 2) Purchase Order Number
  - 3) Invoice shall reflect the base vehicle cost and any applicable options with unit cost. **NOTE: Two invoices shall be submitted for each vehicle, one for 90% and one for 10%.**
  - 4) Submit all invoices to:  
Division of Public Transit  
Building 5, Room 906  
1900 Kanawha Blvd., East  
Charleston, West Virginia 25305-0432

#### Part 1, 8.0

The specifications read:

All bids must remain in effect for 120 days from the date that bids are opened.

Change to:

All bids must remain in effect for the life of the contract.

**Part 1, 8.5.8**

The specifications read:

Identification of the specific location of the place of assembly in the case of a bus or the place of a conversion in the case of a converted van. If the location changes, the Vendor must notify the Division of Public Transit, in which case the Division of Public Transit reserves the right to perform an inspection similar to the pre-award inspection identified. If the results of the inspection are unsatisfactory, the contract may be terminated by the Division of Public Transit.

Change to:

Identification of the specific location of the place of assembly in the case of a bus or the place of a conversion in the case of a converted van. If the location changes, the Vendor must notify the Division of Public Transit, in which case the Division of Public Transit reserves the right to perform an inspection similar to the pre-award inspection identified. If the results of the inspection are unsatisfactory, the Division of Public Transit may begin the contract termination process through WV State Purchasing.

**Part 1, 10.0**

The specifications read:

1. Filing of Protest(s)

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

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

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

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

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

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

The protest must be filed in writing with the:

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

with a copy of the protest sent to the:

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

To expedite handling, the address should include "ATTENTION: Bid Protest – Bid # 12031.

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

## 2. Protest Review



The Purchasing Director or his/her designee shall review the matter of protest and issue a written decision. A hearing may be conducted at the option of the Purchasing Director or assigned designee.

3. Division of Public Transit Report/Response

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

4. Withholding of Award

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

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

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

5. Request for Reconsideration

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

- a) Include the name and address of the aggrieved party.
- b) Identify the requisition number of the bid or the purchase order number.

- c) Contain a detailed statement of the grounds for reconsideration with supporting documentation; and a statement of whether a hearing is requested.
- d) Indicate the ruling or relief desired from the WV Purchasing Division.

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

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

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

#### 6. Refusal of Protests

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

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

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

Change to:

You may find the state bid protest procedures at

<http://www.state.wv.us/admin/purchase/rule148-01.pdf>

Part 1, 11.2

The specifications read:

The Division of Public Transit may, by written notice of default to the Vendor, terminate the whole or any part of this Contract if the Vendor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Vendor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Division may authorize in writing) after receipt of notice from the Purchasing Division specifying such failure.

If the Contract is terminated in whole or in part for default, the Division of Public Transit may procure, upon such terms and in such manner as the Purchasing Division may deem appropriate, supplies or services similar to those so terminated. The Vendor shall be liable to the Division of Public Transit for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Vendor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Vendor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Vendor and subcontractor, and without the fault or negligence of either of them, the Vendor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the Division of Public Transit shall be at the Contract price. The Division of Public Transit may withhold from amounts otherwise due the Vendor for such completed supplies such sum as the Purchasing Division determines to be necessary to protect the Division of Public Transit against loss because of outstanding liens or claims of former lien holders. If, after notice of termination of this Contract under the provision of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Division of Public Transit.

The rights and remedies of the Division of Public Transit provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Change to:

**PRICE SHEET**

Price for each complete van:

\$ \_\_\_\_\_ each

OPTION PAGE

OPTION 1: SECURITY CAMERA SYSTEM

\$ \_\_\_\_\_ each

OPTION 2: SECURITY CAMERA PLAYBACK SYSTEM

\$ \_\_\_\_\_ each

TOTAL

\$ \_\_\_\_\_

**This bid will be awarded on lowest responsible bid on a base vehicle with 2 wheelchair spaces meeting specifications.**

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**CLARIFICATION**

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

**TECHNICAL QUESTIONS**

**Part 1, 4.0**

Q: Would the Division consider changing liquidated damages to be \$50 per working weekday when your delivery facility is open and prepared to accept vehicle deliveries?

A: No—there are provisions to avoid liquidated damages being assessed.

**Part 1, 6.0**

Q: Would the Division consider changing payment to 95% of the total cost upon conditional acceptance of the vehicle?

A: No—we believe the 90%/10% gives the Division more leverage when seeking repairs within the acceptance period.

**APPROVED EQUAL**

**Part 1, 4.1.2**

The specifications read:

At the time of vehicle delivery, the successful Vendor shall furnish each transit system the following manuals for each model year: one (1) chassis operator's manual per vehicle; one (1) bus body operator's manual per vehicle; one (1) chassis service manual per transit authority or one (1) per agency; one (1) chassis parts manual per transit authority or one (1) per agency; one (1) vehicle body service manual per transit authority or one (1) per agency; one (1) vehicle body parts manual per transit authority or one (1) per agency; one (1) set of wiring schematics of auxiliary circuits per transit authority or one (1) per agency; one (1) copy of any other

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necessary printed materials/instructions needed for the maintenance and operation of all add on components of the vehicle.

Change to:

At the time of vehicle delivery, the successful Vendor shall furnish each transit system the following manuals for each model year: one (1) copy of operating manuals, one (1) copy of conversion operator's manuals, one (1) copy of wiring schematics, one (1) copy of any other necessary printed materials/ instructions needed for the maintenance and operation of all add on components of the vehicle, and service manuals, but any that require paid online subscription service should be available through OPTION 3.

**Add to Part 2, OPTIONAL EQUIPMENT:**

**OPTION 3: SERVICE MANUALS**

Additional manuals to the ones typically supplied with the vehicle that are intended for agencies that will be performing their own major maintenance and repair, such as chassis service manual; chassis parts manual; vehicle body service manual; vehicle body parts manual; etc. This option should also cover subscription service to online resources for these purposes.

**Part 2, 2.0**

The specifications read:

This minivan shall be capable of carrying in one trip at least three (3) ambulatory adult forward-facing seated passengers and two (2) passengers seated in mobility aids, in addition to the driver . The vehicle can be converted to accommodate at least five (5) ambulatory passengers, plus the driver, using Braun 225 Fold-A-Way seat or Approved Equal. This minivan shall be made ADA compliant through a modification whereby the vehicle floor area is cut from the engine firewall to the rearmost passenger seat and lowered to meet minimum ADA door opening height requirement (56"). There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening height requirement. A 30" usable clear-width, manual, 80-degree swing-away, fold-up mobility aid ramp is to be mounted vertically and inboard of the curbside sliding door, and two (2) mobility aid positions will be provided.

Please change to:

This minivan shall be capable of carrying in one trip at least three (3) ambulatory adult forward-facing seated passengers and one (1) passengers seated in a mobility aid, in addition to the driver . The vehicle can be converted to accommodate at least five (5) ambulatory passengers, plus the driver, using Braun 225 Fold-A-Way seat, a freedman three-step foldaway seat, or

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Approved Equal. This minivan shall be made ADA compliant through a modification whereby the vehicle floor area is cut from the engine firewall to the rearmost passenger seat and lowered to meet minimum ADA door opening height requirement (56"). There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening height requirement. A 30" usable clear-width, manual, 80-degree swing-away, fold-up mobility aid ramp is to be mounted vertically and inboard of the curbside sliding door, and one (1) mobility aid position will be provided.

**Part 2, 3.0**

The specifications read:

The model shall be a long wheelbase Dodge Grand Caravan or Approved Equal. Chassis must be equipped with Load Leveling System or Approved Equal.

Engine: 3.3 L, V-6, gasoline engine with electronic fuel injection or Approved Equal.

Stereo: Stereo shall be OEM AM/FM stereo with CD with factory installed speakers.

Transmission: 4-speed automatic, electronically controlled with overdrive or Approved Equal.

Please change to:

The model shall be a long wheelbase Dodge Grand Caravan or Approved Equal. Chassis must be equipped with Load Leveling System or Approved Equal.

Engine: 3.6 L, V-6, gasoline engine with electronic fuel injection or Approved Equal.

Stereo: Stereo shall be OEM AM/FM stereo with CD with factory installed speakers.

Transmission: 6-speed automatic, electronically controlled with overdrive or Approved Equal.

**Part 2, 7.0**

The specifications read:

The minivan shall be equipped with four (4) Aluminum wheels, 16" minimum, or Approved Equal, and an OEM compact spare.

Please change to:

The minivan shall be equipped with four (4) 16" minimum wheels, OEM, Aluminum, or Approved Equal, and an OEM compact spare.

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**Part 2, 13.0**

The manual right side mobility-aid- accessible entry door shall offer a minimum opening height of 56", a minimum usable width of 32 ½", and a maximum of 10" floor-to-ground height.

The manual right side mobility-aid- accessible entry door shall offer a minimum opening height of 56", a minimum usable width of 31 ½", and a maximum of 12" floor-to-ground height.

**Part 2, 16.0**

The specifications read:

Floor Assembly: The lowered floor skin shall be constructed of 16 ga. Aluminized steel.

Please change to:

Floor Assembly: The lowered floor skin shall be constructed of 16 ga. Stainless steel or aluminized steel.

**Part 2, 20**

The specifications read:

The ramp doors shall be interlocked with the vehicle emergency brake and transmission to ensure the vehicle cannot be moved when the ramp is deployed.

Please change to:

The ramp doors shall be interlocked with the vehicle transmission to ensure the vehicle cannot be moved when the ramp is deployed.

**Part 2, 21.0**

The specifications read:

The exhaust system shall be stainless steel and exit on the streetside of vehicle.

Please change to:

The exhaust system shall be stainless steel and exit on the streetside or rear of vehicle.

**Part 2, 25.1**

The specifications read:

2.) "All Passengers Are Required to Wear Seat Belts When Vehicle Is In Motion" sign shall be installed on the driver modesty panel.



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Please change to:

- 2.) "All Passengers Are Required to Wear Seat Belts When Vehicle Is In Motion" sign shall be installed on the driver modesty panel, on the side panel, or above the door on the headliner in a highly visible location.

**CLARIFICATION**

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