



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

**Solicitation**

NUMBER
<b>BVH419</b>

PAGE
<b>1</b>

ADDRESS CORRESPONDENCE TO ATTENTION OF:
<b>TARA LYLE 304-558-2544</b>

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RFQ COPY  
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WEST VIRGINIA VETERANS HOME  
  
 512 WATER STREET  
 BARBOURSVILLE, WV  
 25504 736-1027

DATE PRINTED
<b>07/02/2013</b>

BID OPENING DATE: **07/30/2013** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-93		
	13 PASSENGER	CUTAWAY		BUS		
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV VETERANS HOME, IS SOLICITING BIDS TO PROVIDE A 176" WHEELBASE - 13 PASSENGER CUTAWAY BUS WITH THREE (3) WHEELCHAIR SECUREMENTS AND LIFT, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> <li>1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS</li> <li>2. GENERAL TERMS AND CONDITIONS</li> <li>3. BVH419 SPECIFICATIONS</li> <li>4. CERTIFICATION AND SIGNATURE PAGE</li> <li>5. PURCHASING AFFIDAVIT</li> <li>6. RESIDENT VENDOR PREFERENCE (RVP) FORM</li> </ol>						
***** THIS IS THE END OF RFQ						BVH419 ***** 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'

**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: July 19, 2013 at 5:00 pm

Submit Questions to:

Tara Lyle, File 32

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@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 N/A 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:**

July 30, 2013 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   
  
 and extends for a period of  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  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 from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- 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:**  
[ ] or more.

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

[ ] [ ]

[ ] [ ]

[ ] [ ]

[ ] [ ]

[ ] [ ]



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.

<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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. [RESERVED]**

**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](mailto: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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**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.

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veterans Home to purchase a for 176" wheelbase cutaway bus with air conditioning and wheelchair securements and lift.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Part 2 below.
  - 2.2 **"Pricing Pages"** means the schedule of prices, order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as BVH419.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below. Contract Items must meet or exceed the mandatory requirements as shown on the following pages in Parts 1-4.

**PART 1 GENERAL CONDITIONS**

**1.0 INTENT OF RFQ**

It is the intent of this Request for Quotation (RFQ) to require the Vendor to deliver a complete new vehicle of the type prescribed, ready for operation.

**2.0 PRICE FOR A COMPLETE VEHICLE**

- A. The price quoted in any proposal submitted shall include all labor, materials, tools, warranties, equipment, and other costs necessary to complete the manufacture and delivery of the vehicle. Any items omitted from the specifications which are clearly necessary for the completion and operation of such equipment and its appurtenances shall be considered a portion of

such equipment, although not directly stated or covered in these specifications.

Notwithstanding the provision of drawings, technical specifications, or other data by the West Virginia Veterans Home, the Vendor shall have the responsibility of supplying all parts and details required to make the vehicle complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications.

- B. The Purchasing Division of the Department of Administration in conjunction with the West Virginia Veterans Home and the vendor shall mutually agree when it is necessary to make changes in, additions to, or deductions from the work to be performed or the material to be furnished, pursuant to the contract. Any changes which affect the contract price shall be in writing and require the approval of the West Virginia Veterans Home and the Purchasing Division.
- C. **All prices are to be quoted in whole dollars** and submitted on the Bid Form. Bid to be awarded to the responsive vendor with lowest base vehicle with 3 wheelchair positions bid price, including delivery charges.
- D. Unit and extended price, delivery charges and options should all be itemized.

### 3.0 DELIVERY AND ACCEPTANCE

- 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.

If the delivery is delayed, for any reason, the request for extension must be made in writing to the West Virginia Veterans Home.

The request for extension must be received by the West Virginia Veterans Home no less than 10 days prior to the originally planned vehicle delivery date and must include detailed justification for the length of the time extension.

- B. Vendor shall make arrangements for delivery of the vehicle to West Virginia Veterans Home, 512 Water Street, Barboursville, WV. Delivery will be accepted Monday through Friday, between 8 a.m. and 3 p.m. exclusive of State holidays.

Any delay in delivery resulting from the common carrier's operations, accidents, or mechanical failures in route, shall be construed as a cause beyond the Vendor's control; however, the Vendor shall have the responsibility of releasing the vehicle

to the common carrier in time to reach the delivery site under normal delivery conditions.

- C. In case the delivery of the complete vehicle shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstances beyond the control of the Vendor, as detailed in writing by the Vendor, the term of completion of delivery shall be extended by a number of days to be determined in each instance by mutual agreement of the West Virginia Veterans Home and Vendor.
- D. If the vehicle is delivered over-the-road, a written report shall be submitted by the driver to the West Virginia Veterans Home listing all incidents and unusual vehicle performance during the trip.

Should any service or repair be required during delivery, a comprehensive report shall be submitted to the Administrator of the West Virginia Veterans Home describing the nature of the service or repair and the cause.

- E. Prior to acceptance, the Vendor shall have total risk of loss of the vehicle, including any damage sustained during the Vendor's driveway operation. Drivers shall keep a maintenance log in route and it shall be delivered to the West Virginia Veterans Home with the vehicle.

### **3.1 Summary of Items to be Provided Upon Delivery**

The following items must be furnished by the successful Vendor upon delivery of the vehicle:

- 3.1.1 All warranty verification vouchers, certificates or coupons.
- 3.1.2 Completely filled fuel tank or tanks.
- 3.1.3 Protection to 20° F below zero with permanent type antifreeze.
- 3.1.4 A vehicle free of dealer signs and emblems.
- 3.1.5 Assurance of compliance with manufacturer's pre-delivery service.
- 3.1.6 A vehicle which is clean, (If delivery of the vehicle occurs during the winter months of October through March, the vehicle shall be washed directly prior to delivery at West Virginia Veterans Home to insure that the vehicle is free of dirt and salt deposits.) lubricated, serviced and ready for immediate service.
- 3.1.7 Operation, maintenance and warranty information for any add on equipment will be provided upon delivery if available to the Vendor.

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3.1.8 Original vehicle chassis manufacturer's factory sticker itemizing equipment on the vehicle.

3.1.9 A certified weight slip showing front and drive axle weights for the vehicle at its curb weight as defined in Part 2 - Technical Specifications.

3.1.10 Vehicle shall comply with and conform to the State of West Virginia Motor Vehicle Inspection Law and shall have the current inspection sticker attached to the windshield.

#### 4.0 TITLE

Adequate documents for securing the vehicle in the name of the State of West Virginia/Department of Administration- Fleet Management Office (for the West Virginia Veterans Home) shall be provided to the West Virginia Veterans Home upon acceptance of the vehicle. The Vendor warrants that the title shall pass to the State of West Virginia/Department of Administration-Fleet Management Office free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims and demands of any character.

The following documents must be provided to the West Virginia Veterans Home upon acceptance of the vehicle:

4.1 DVM-1-TR Form

4.2 Original certificate of origin from the vendor

4.3 Original odometer disclosure statement from the vendor

#### 5.0 PAYMENT TO VENDOR

A. Payment of 100% of the total cost shall be paid upon acceptance of the vehicle.

B. When submitting invoices for payment to the West Virginia Veterans Home, 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.

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- 4) Submit all invoices to:

West Virginia Veterans Home  
512 Water Street  
Barboursville, WV 25504

**6.0 Qualifications for Award**

Award of the contract shall be made to the Vendor quoting the lowest base vehicle bid price, including delivery charges, as described on Bid Form, provided the bid is responsive in all respects to these procurement requirements. The Vendor must be a person, firm or corporation that:

Has in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under the contract.

Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.

Have similar vehicles in operation in comparable service for a minimum of one (1) year.

Have the necessary facilities and financial resources to complete the contract in a satisfactory manner within a required time. The West Virginia Veterans Home shall have the right to conduct a pre-award survey of each Vendor.

**6.1 Pre-Award Review**

**The Vendor shall submit the following items within the bid and any further items if requested by the West Virginia Veterans Home. Failure to submit items will result in disqualification of the bid.**

6.1.1 Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and/or number. Equipment to be described shall include the wheelchair lift, air conditioner, foldaway seat, and wheelchair securement system, if these items are specified herein.

6.1.2 Proposed interior floor plan, showing detailed dimensions including the location of the wheelchair securement system and stanchions if specified.

6.1.3 Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.

6.1.4 Samples or paint charts of available exterior paint colors.

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- 6.1.5 Description of the warranties the Vendor proposes to furnish for the vehicle and for required ancillary equipment.
- 6.1.6 Description of the undercoating/rust proofing system, including warranty to be provided.

**PART 2 - TECHNICAL SPECIFICATIONS**

**176" WHEELBASE DUAL REAR WHEEL (DRW) CUTAWAY**

1.0 General

1.1 Scope

Technical specifications establish requirements for a vehicle to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and severe winter operating conditions.

1.2 General Characteristics

The vehicles furnished shall conform to the following general characteristics listed below and the detailed specifications and options that follow:

WHEELBASE	176" minimum
REAR AXLE	Dual Rear Wheel
GVWR	14,500
TIRE	225/75R16
LOAD RATING	E
WIDTH (MAXIMUM)	96"
OVERALL LENGTH (APPROXIMATE)	292"
OVERALL HEIGHT (MAXIMUM)	120"
TURNING RADIUS (MAXIMUM)	32'
SEAT/ WHEELCHAIR CAPACITY	10+3 or 12 ambulatory passengers with one double fold away seat
PASSENGER HEAT	2 x 35,000 with circulating pump
PASSENGER A/C	75,000 separate from the dash- Requires dual compressors
ENGINE TYPE	Gas
ENGINE CAPACITY	6.8 L
SPARE TIRE	Loose
BATTERY	Dual
FAST IDLE	Yes
CURBSIDE EMERGENCY WINDOWS	1 minimum
STREETSIDE EMERGENCY WINDOWS	2 minimum

### 1.3 Definitions

The following terms are used in PART 2 – TECHNICAL SPECIFICATIONS:

Curb Weight: Weight of the vehicle including maximum fuel, oil, and coolant and all equipment required for the operations as required by this specification without passengers or driver.

Gross Load: One hundred and fifty (150) pounds for every permanent passenger seating position and for the driver, and 300 pounds for every wheelchair station. Vehicles will be operated without standees.

GVW (Gross Vehicle Weight): Curb weight plus gross load.

Fireproof: Materials that will not burn or melt at a temperature less than 2000 degrees Fahrenheit.

Fire resistant: Materials that have a flame spread index of less than 150 as measured in a radiant panel flame test per ASTM 162-75.

### 1.4 Abbreviations:

The following abbreviations are used in Part 2: TECHNICAL SPECIFICATIONS:

ASTM: American Society for Testing and Materials

ADA: Americans with Disabilities Act of 1990 including applicable Federal regulations issued pursuant to the Act in effect on the date of the bid award.

FTA: Federal Transit Administration

FMVSS: Federal Motor Vehicle Safety Standards

DMV: Division of Motor Vehicles, State of West Virginia

OEM: Original Equipment Manufacturer

SAE: Society of Automotive Engineers

### 1.5 Legal Requirements

The vehicle shall meet all applicable FMVSS, DMV, ADA, federal and state regulations in effect at the date of manufacture. The vendor shall comply with all applicable federal and state regulations in the manufacturing of the vehicles.

**Vendor shall supply certification that vehicle meets all FMVSS regulations.**



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1.6 Components, Materials, Workmanship, and Completeness

All units or parts not specified shall be manufacturer's best quality and shall conform in material, design, or workmanship to the best practice known in the automotive industry. All parts shall be new and in no case will be used, reconditioned, or obsolete parts be accepted. The part on all vehicles provided by the same manufacturer shall be interchangeable.

1.7 Motor Vehicle Standards Including Provisions Pertaining to Safety and Pollution

The vendor will provide certification at the time of delivery that vehicle complies with all relevant Federal and State of West Virginia standards.

1.7.1 Motor Vehicle Safety

The motor vehicle furnished shall comply with applicable motor vehicle safety standards established by the U.S. Department of Transportation and the State of West Virginia.

1.7.2 Exhaust Emissions Control Requirements

The vehicle shall comply with all federal and state requirements applicable to the year of manufacture.

1.7.3 Noise control

The exterior noise from the vehicle shall not exceed eighty-six (86) dba using the procedures set forth in the SAE standard SAE J 366.

The interior noise at a location two (2) feet away from the rear window and four (4) feet from the floor shall not exceed 86 dba with the vehicle standing with the transmission in neutral and the engine operating at a maximum rated RPM.

2.0 Chassis

Chassis extensions to support the body shall be in accordance with OEM's recommended practices and painted to match the original. All welds and cuts shall be properly dressed and deburred to present a professional finish.

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3.0 Engine & Transmission

3.1 Engine and Related Components

Engine shall be 6.8L (V-10), heavy duty gasoline powered. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

3.1.1 The engine shall be furnished with an OEM large capacity full flow oil filter easily visible for checking and accessible for servicing and replacement without removal of any major component. A dry type air cleaner is required.

3.1.2 The engine shall be installed so as to produce a minimum of vibration. A firewall of sandwich construction shall separate the engine and passenger compartments, providing both thermal and acoustic insulation and sealing against intrusion of exhaust fumes into the vehicle. Non-combustible insulation shall be used.

3.1.3 Two (2) ambulance style bilge cooling ports shall be installed on OEM hood to facilitate air exchange in the engine compartment.

3.1.4 Exhaust System

The muffler shall be a low exterior noise type. The tail pipe shall be extended approximately two (2) inches beyond the streetside of the vehicle. A minimum of two (2) heavy duty exhaust hangers is required from the rear axle to the rear extension of the vehicle. Hangers shall be bolted to chassis or structure, NOT WELDED.

3.1.5 Fuel System

A single fuel tank shall have a capacity of at least 55 gallons and be located between the chassis rails behind the rear wheels.

3.1.6 Cooling System

The cooling system shall have sufficient capacity to provide satisfactory cooling at 115 degrees Fahrenheit at sea level, and shall be equipped with an overflow tank such that coolant expelled is saved and restored to the cooling system. The cooling system shall be the OEM chassis supplier's heaviest duty system. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

3.1.7 High Idle System

A high-idle system, intended to maintain battery charging under heavy demand when the vehicle is stationary and the emergency brake is applied shall be provided on all vehicles.

The fast idle switch will automatically disengage when the vehicle is placed in forward or reverse gears. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

3.1.8 Engine Oil Cooler

An OEM or other appropriate oil cooler shall be provided. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

3.2 Transmission and Related Components

3.2.1 The transmission shall be automatic with a minimum of five (5) forward speeds.

3.2.2 The transmission and drive shall be heavy duty.

3.2.3 Each section of the drive shaft shall be equipped with a guard to prevent the shaft from striking the passenger compartment floor or the ground in the event it should break.

3.2.4 The transmission shall have the OEM's separate cooling system appropriate for the configuration of the vehicle. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

4.0 Brakes, Steering, Suspension, and Related Components

4.1 Brakes

The vehicle shall be equipped with the most heavy duty brake configuration available on the OEM chassis. The system shall provide braking performance meeting all federal and state requirements for the GVWR being offered.

At a minimum, it shall consist of:

Service brakes with power assisted dual hydraulic actuation. Anti-lock braking shall be provided to the maximum extent available from the OEM chassis supplier.

Emergency parking brakes shall be provided on the driveline or rear brakes.

**It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

#### 4.2 Steering

4.2.1 Steering shall be power assisted

4.2.2 The steering mechanism shall be constructed so that the vehicle can be easily steered by its operator and shall be such as to make the wheel free from road shock and vibration. The steering mechanism shall be self centering, requiring little or no effort from the operator to bring the vehicle back to a straight ahead position after turning. Steering wheel ring shall be no greater than 20 inches in diameter and the wheel ring shall be of plastic or synthetic resin construction molded over metal.

4.2.3 With the vehicle stationary at GVW on dry, level pavement and the engine idling, steering effort shall be as low as possible at the steering wheel. This effort shall remain approximately constant from just off straight-ahead to approaching full lock.

4.2.4 The steering geometry shall allow the turning radius required in 1.2 General Characteristics to be achieved in both directions.

4.2.5 A tilt-wheel or adjustable steering column, if available, with cruise control is required.

#### 4.3 Suspension

Suspension system shall be the highest rating available. Suspension systems shall provide the low, unsprung weight characteristics necessary for passenger comfort without sacrificing vehicle stability and shall provide heavy-duty shock absorbers. A front axle with independent suspension is preferred. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.** Vendor must perform a front end alignment after the vehicle is completely built. **Vendor shall supply a statement of completion certifying that alignment was completed with warranty information.**

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- 4.3.1 MOR/RYPDE Suspension System or Approved Equals.  
Rubber shear spring suspension that works in conjunction with the chassis steel leaf spring suspension to absorb road shock. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

4.4 Wheels and Tires

- 4.4.1 Wheels. 16.0 (d) x 6.00" width or size compatible with the suspension and GVWR will be furnished. Each inner dual rear wheel shall come with an air valve extender. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**
- 4.4.2 Tire Rating and Type. E rating truck and all weather radial type.
- 4.4.3 Spare Wheel and Tire. Manufacturer shall provide a spare tire as standard equipment. The spare wheel and tire shall be sized per 4.4.1 and 4.4.2 and shall be shipped loose in the body of the vehicle approximately secured so as not to damage the vehicle interior during shipment. Spare is to be the exact same tire as provided on the vehicle. Spare tire shall be painted as per 4.4.4, and it shall be inflated to the proper pressure with air, not nitrogen.
- 4.4.4 Both inner and outer wheels shall be painted to match the basic body color, which is white.

5.0 Electrical System

The vehicle is to be supplied with a twelve (12) volt electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws, due to lights, flashers, air conditioning or heaters, and other accessories in constant operation. **As Built Schematics must be supplied and current with all vehicles in Word or Adobe reader format. All wiring in all vehicles shall be as built, with all lighting to be LED with the exception of OEM chassis lighting. All wiring shall be loomed and held in place by insulated clamps spaced every 12 inches on center.** Wiring shall be system, number or color, and function coded. All wiring will be 14 and 16 gauge where appropriate. All wiring shall have adequate electrical insulation and provide flexibility and resistance against solvents or abrasives in accordance with SAE standards. All exposed underbody connectors shall be weather proofed for protection

5.1 Alternator

OEM 225-amp alternator with a rectifier is required. Rectifier may be either integral or externally connected. **Bidder shall specify the nature of the rectifier and method of installation.** The voltage regulator shall be solid state.

The alternator shall be sized to provide a minimum of 90 percent of the continuous system draw at the engine manufacturer's recommended idle or 100 percent at automatic fast idle as specified in 3.1.7 (High Idle System). The alternator speed shall not exceed its recommended maximum or recommended high engine speed. The continuous system draw shall include all accessories in their "high" position, which could operate as the vehicle is in motion; i.e., excluding intermittently operating devices, such as turn signals, brake lights, or wheelchair lifts. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

## 5.2 Batteries

Two heavy-duty 12 volt batteries shall be provided with a minimum total capacity of 1400 CCA. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

Batteries shall be at an easily accessible location from the exterior of the vehicle. Any chassis OEM battery located under the hood shall remain there. The second battery is to be installed in a stainless steel battery box on a stainless steel slide-out tray located on the curb side of the bus. An access door will be provided in the skirt to access this battery box. The access door will be secured with two (2) quarter-turn latches.

## 5.3 Exterior lights

5.3.1 All exterior lights to be single contact. Double contact may be used for tail, stop, and rear turn signals.

5.3.2 Headlights of sealed beam type are required with high and low beams controlled by a column-mounted lever switch or by a foot switch mounted on the floor, which will be sealed from moisture. Sealed beam units shall be of the latest type and low beam rating of 600-hour life. **Headlights shall be wired for daytime running.**

5.3.3 Directional signals independent of the brake lights shall be provided and shall have sealed amber lens in front and rear. Rear stoplights are to be independent of directional and hazard warning signals.

5.3.4 LED rear stop and taillights shall be provided. Rear stoplights are to be independent of directional and hazard warning lights. **Provide detailed information on the installed LED lights with the bid submittal. It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

In addition to the normal stop lights provided on the base, a safety amber LED alert traffic sign is also required. It will illuminate when brake is pressed to alert rear oncoming traffic that vehicle is stopping. The sign will display CAUTION STOPPING only. Transpec Model # 7500 or approved equal. **Vendor shall submit product description, warranty information, and product literature with bid.** The light shall be mounted on the centerline of the vehicle above the rear door and shall be wired to work in conjunction with the normal stoplights. This extra light shall be treated as a brake light.

- 5.3.5 Red rear reflectors and two reflectors on each side of the vehicle, amber front and red rear, shall be provided.
- 5.3.6 LED side directional signals wired to operate with front directional signals shall be provided.
- 5.3.7 A circuit shall be provided for the directional signals which, when on, will cause them to function as traffic hazard warning signals.
- 5.3.8 A rear license plate light shall be provided that meet Federal and State of West Virginia regulations.
- 5.3.9 Two (2) LED back-up lights shall be provided that meet Federal and State of West Virginia regulations.
- 5.3.10 A wheelchair lift light shall be located inside the vehicle to illuminate the lift. Two (2) additional lights will be mounted on the skirt below the lift to illuminate the surrounding area of the street. The lights shall function automatically when the lift door is opened, even when the running lights switch is in the off position, to provide illumination in accordance with FTA/ADA requirements. Installation of the lights shall not intrude upon the headroom or effective width of the wheelchair access area. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**
- 5.3.11 LED marker, cluster, and all other lights as required by State and Federal regulations shall be provided. Lights shall operate with or without the engine running.
- 5.3.12 The rear hazard flashers shall be activated when the lift operating circuits are energized.
- 5.3.13 All lights are to be LED lights with the exception of the OEM lights.

5.4 Interior Lighting

- 5.4.1 The interior shall be illuminated by LED fixtures. Interior shall be illuminated to provide a minimum of twelve (12) foot candles of illumination measured at thirty-six (36) inches above the floor over each two-passenger cross seat. **Provide detailed information on the installed interior lights with the bid submittal. It is recommended that the vendor submit product description, warranty information, and product literature with bid.**
- 5.4.2 The stepwell area shall be illuminated to FTA/ADA standards by door activated LED stepwell lights including the immediate area outside. These lights shall be shielded to protect passengers' eyes from glare. Light fixtures shall be totally enclosed, splash-proof, designed to provide ease of cleaning as well as lamp housing removal and shall not be easily removed by passengers. Stepwell lights shall be protected from damage caused by passengers kicking the lenses or fixtures and shall not be a hazard to passengers. Stepwell lights shall be activated by operating the passenger door even with the running lights switch in the OFF position.
- 5.4.3 Red LED location indicator lights shall be provided above all emergency exits.

5.5 Wiring

- 5.5.1 All wiring shall have adequate electrical insulation to provide flexibility and resistance against solvents or abrasives in accordance with SAE standards.
- 5.5.2 Wiring shall be correctly grouped, coded, and installed such that systems checks, maintenance, and replacement can be affected with minimum effort.
- 5.5.3 Wiring shall be adequately supported and where penetration of structural members occurs, grommets, or similar devices shall be used to prevent chafing.
- 5.5.4 Where applicable, all circuits shall be suppressed with capacitors to eliminate interference with radio and TV transmissions and reception.

5.6 Audible Alarms

- 5.6.1 A twelve (12) volt horn shall be situated beneath the front end of the vehicle, protected from wheel wash.



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5.6.2 A rear alarm shall be provided that is clearly audible outside of the vehicle while the transmission is in reverse. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

5.6.3 An audible door ajar alarm shall be provided for any rear emergency door.

5.7 Back up camera

A back up camera system will be installed on the bus so that the area around the back of the bus clearly displayed on a monitor that is mounted in an easily visible area for the driver. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

5.8 Electrical Fuses/ Circuit Breakers

All fuses and/or circuit breakers other than the OEM's chassis shall be placed in a waterproof electrical distribution panel located above the driver's door, accessible from inside the bus. Fuses may be automotive mini blade type fuses that plug into a modular distribution block, such as Cooper Bussman Series 3000 VEC, RCT fuse box, or approved equal. The distribution panel access door shall be side or bottom-hinged and contain a readily visible circuit diagram of the electrical services.

6.0 Heating, Air Conditioning, and Ventilation

6.1 Heating System

6.1.1 The heating system shall provide heat for both the driver and passengers as well as defrost air for the windshield. The system shall provide for a comfortable temperature for passengers throughout the vehicle by providing heat from both a dash and passenger compartment heater. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

6.1.2 An electrical stepwell system heater, to be approved by the West Virginia Veterans Home, shall be provided to eliminate ice and snow build-up. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

6.1.3 A passenger compartment heater shall be provided towards the back of the vehicle to ensure consistent heat distribution throughout the vehicle. A booster pump is required. Gate valves shall be provided to allow the rear heater system to be shut off. Heater fans shall have high and low speeds.

Heater Capacity 2 x 35,000 BTU minimum. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

## 6.2 Air Conditioning System

The OEM chassis supplier's heaviest duty air-conditioning system shall be supplied plus such other components as necessary to ensure effective, uniform cooling throughout the vehicle. Trans Air, ACC, Burgess, ACT, or approved equals are recommended. At a minimum, the system should consist of:

- 6.2.1 The OEM's engine driven compressor with a minimum displacement of 9 cubic inches. Provide a secondary engine-driven compressor of sufficient size to circulate the rear A/C per specifications.
- 6.2.2 The OEM's front mounted condenser shall not be removed. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**
- 6.2.3 A three fan (minimum fan size-10"—equivalent to previously available Carrier CM3) skirt mounted condenser shall be shielded from road spray. TransAir SMC3L style air conditioner is preferred.
- 6.2.4 A ceiling mounted evaporator at the rear of the passenger compartment with a minimum capacity of 65,000 BTUs and separate fan speed control. TransAir TA73 style evaporator is preferred.

The A/C system shall utilize environmentally friendly R-134a refrigerant. Refrigerant hoses shall be double braided (type C, class II) and the refrigerant hoses and fittings must be SAE specification J2064 compliant. All A/C hoses, heater hoses and wiring shall be properly protected. The A/C systems will include, as standard, ATCO Air-O-crimp, Goodyear, or approved equal connectors and hoses. Beadlock fittings and rubber barrier hoses are not acceptable.

## 6.3 Roof hatch

Vehicles shall be equipped with one five (5)-way, 23" x 23" vent/escape hatch, Transpec Model 1975 or 1122, or approved equal. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

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## 7.0 Instruments and Controls

### 7.1 Instruments

As a minimum, the following instruments are to be provided:

- 1) Speedometer with recording odometer;
- 2) Ampmeter and voltmeter;
- 3) Oil pressure gauge;
- 4) Fuel tank level gauge;
- 5) Engine temperature gauge;
- 6) Parking brake indicator;
- 7) Head light high-beam indicator;
- 8) Directional signal and flasher action light;
- 9) Power port for cellular phone.

All instruments are to be grouped on a single panel in full view of the driver with no instruments obstructed by controls, trim panels, or other appurtenances and arranged in a consistent and uniform manner.

### 7.2 Controls

At least the following controls, in addition to the normal steering, braking, and transmission functions, are to be provided:

- 1) column mounted turn signal lever
- 2) emergency flasher control facing driver and clearly visible
- 3) master exterior light switch and auxiliary switches, if necessary, for any clearance or marker lights
- 4) switches and controls for passenger compartment heaters and air-conditioners
- 5) three speed wiper control with high, low, and intermittent speeds (the wiper control may be panel or column mounted)
- 6) passenger compartment lights.

All controls are to be within driver's arm reach (no more than 28" from driver) with seat belt fastened. All switches are to be mounted in convenient groupings in a panel near the driver.

### 7.3 Circulation Fan

A two-speed heavy duty commercial vehicle circulation fan shall be provided in the driver's area for increased circulation. The fan shall be a minimum of 6" in diameter with at least a three-position control switch.

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8.0 Body

8.1 General

8.1.1 Body shall be steel framed with a minimum 18-gauge steel and be built as an integral welded unit mounted on a chassis and adequately reinforced at all joints where stress concentration may occur. Side walls, rear wall, roof, and floor must be welded together; joining by other means is not acceptable. **Details of body construction including materials, methods of joining and assembling components or sub-assemblies and method of attachment of the body to the chassis shall be submitted with the bid.** Honeycomb construction is not acceptable.

Roof structure to include two roll bars fabricated from steel tubing incorporated into roof structure to provide additional strength.

8.1.2 Federal and state requirements, including FMVSS #220 Rollover Protection, are required to be met. The side and end forming shall be so designed and constructed that they will carry their proportion of the stresses imposed and absorb excessive impacts with as little damage as is practical. Adequate reinforcement shall be installed around all doors in order to transfer the stresses around these openings. All posts in body, side, and roof sections shall be of square section tubing or equal construction securely fastened to the under frame structure so that the entire frame shall act as one unit without any movement at the joinings. The end posts shall be designed to standards, as required for federal and State standards for shear, static load on roof, and side panel impact protection.

8.1.3 Before assembling, all non-anodized painted metal body parts shall be given thorough multiple stage anti-corrosion treatment and zinc chromate prime paint shall be applied to both aluminum and steel.

8.1.4 All nuts, bolts, clips, washers, clamps, and like-parts shall be galvanized, zinc-coated, or given a coat of primer as additional protection against corrosion. **All exterior screws and bolts shall be stainless steel.**

8.1.5 Interior surfaces of any exterior painted body panels and posts which are covered by trim materials shall be given a coat of primer as additional protection against deterioration.

8.1.6 All exterior joints and seams shall be protected by the application of caulking compound of Sikaflex UV resistant sealant, along with an etching primer, or approved equals.

- 8.1.7 All interior and external panels shall be bonded to the body frame without the use of mechanical fasteners, such as screws or rivets. Two sided tape is unacceptable. Exterior panels shall be applied in a single piece (no seams). The only seams allowed will be where the sidewalls, rear wall, and roof are joined together. All fasteners shall be installed to resist vibratory loosening. Exterior seams shall be constructed in such a manner that they shed water; the roof panel shall be lapped over the side panel, and the side panel shall overlap the skirt, and in no case shall the sealing of the panels be dependent on caulking alone. All exterior joints and seams shall be protected by the application of caulking compound, such as Sikaflex, butyl rubber type, or approved equal.
- 8.1.8 The vehicle purchased under this contract shall, during the course of manufacture and prior to acceptance, shall be subjected to a water test to determine body leaks. This test shall consist of a series of nozzles, which are strategically located around the perimeter of the vehicle as to spray water over the entire surface of the vehicle. The nozzles shall eject a volume of water no less than twenty-two pounds per square inch measured at the nozzle tip. Body shall be thoroughly water tested and made tight to prevent leakage. **The bidder shall provide the procuring agency with details of its water testing procedure with the bid.**
- 8.1.9 All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished.
- 8.1.10 The passenger entrance frame and wheelchair door frame shall be aluminum or stainless steel construction only.
- 8.1.11 The front cap shall have an extra framed support from the side of the passenger entrance door to the floor.

## 8.2 Body panels

### 8.2.1 Body Panels

Roof shall be one piece metal, fiberglass, or approved equal panel with one and one-half (1-1/2") minimum thickness rigid foam insulation or equivalent. Side panels above the floor line shall be fiberglass reinforced plastic (FRP), steel, aluminum, or approved equals on the exterior, of one piece construction, firmly attached to prevent flexing of the panels to the frame structure to present a smooth pleasant appearance and to be free from drumming or oil canning. Vacuum lamination is the preferred method. **Application of exterior sidewalls with two sided tape is not acceptable.**

Side panels (skirt) below the floor line shall be detachable aluminum and separate from the above panels for ease of the maintenance and repair. Aluminum under floor shall be provided for the whole of the passenger compartment.

Stepwells shall be of one-piece stainless steel or aluminum construction welded into the floor and side structures. The tops and bottoms of the steps and risers will be coated with spray-on product, such as Cora Shield, Z Tech, Nanochem, or Z Guard.

Wheel housings shall be steel and should provide clearance for wheels equipped with chains to move freely and to allow a wheel to be removed with the vehicle jacked on the rear axle. Rear fenders should be flexible.

#### 8.2.2 Insulation

Insulation of rigid, closed cell polystyrene or bagged fiberglass shall be provided for the full depth of the structure between all interior and exterior panels and any cavity between the subfloor and floor constructions.

**Bidders shall specify the type of insulation with their bid along with evidence that it is flame retardant and non-toxic. It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

#### 8.2.3 Firewall

A firewall shall separate the engine and passenger compartments, providing both thermal and acoustic insulation, sealing against intrusion of exhaust gases into the vehicle and providing sufficient sound attenuation to maintain a maximum 86db level in the passenger compartment. The firewall shall be constructed of flame resistant materials.

### 8.3 Roof Gutters

Water deflecting roof gutters shall be provided over ambulatory and wheelchair accessible doors, over the passenger windows, and over the driver's windshield where necessary.

### 8.4 Floor Construction and Covering

8.4.1 Floors shall be constructed of a minimum of five-eighths inch (5/8"), five ply, exterior BC grade (or better) water-resistant plywood without visible cracks or holes firmly secured to the floor structure by the use of adhesive

and mechanical fasteners with no intrusions into the bus body compartment. Floor shall be laid in such a manner as to be free from squeaking.

- 8.4.2 All flooring shall be Rubber Solutions, RCA Transit Flooring, Altro, or approved equal. Floor covering to be blue and shall contrast with the seat cover colors. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**
- 8.4.3 All flooring shall be covered with three-sixteenths inch (3/16") textured, slip resistant floor covering. All step edges to be marked in accordance with FTA/ ADA requirements. Each step edge shall have a step tread utilizing one-piece Talon Tread flooring or an approved equal that features yellow contrast nosing.
- 8.4.4 Floor covering shall be laid without gaps or openings. Joints shall be filled with color matching material to be tight against any influx or seepage of water and all edges shall be sealed.
- 8.4.5 Floor covering under seat shall be one-eighth (1/8") inch smooth floor covering.
- 8.4.6 Aisle front entrance and securement areas shall be covered with three-sixteenth (3/16") inch textured, slip resistant floor covering.
- 8.4.7 A standee line is required in the same required yellow as the step nosing.

## 8.5 Bumpers

The front bumper shall be the OEM chassis supplier's.

The rear bumper shall be unpressurized, self-contained, self-restoring, energy absorbing bumpers of the HELP system, such as the ROMEO RIM, SMI, or approved equal. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

## 8.6 Fenders and Molding

Flexible fenders shall be provided for the rear wheels. Rubber or polymer rub rail molding shall run the exterior length of the passenger compartment at floor level. The molding shall be secured in a manner other than snapped onto a metal rail. The ends of the molding shall be finished and caulked if necessary to prevent sharp edges at the angle cuts.

9.0 Doors- Access and Entrance/ Exit

9.1 Access Doors

Access doors shall be provided where necessary to service transmission, engine, radiator, batteries, air-conditioning, and radio system components, if any.

9.2 Ambulatory Passenger Entrance/Exit

Dimensions shall be:

Overall Clear Height	approximately	80 inches
Overall Clear Width	not less than	30 inches
Tread Depth	not less than	9 inches
Riser Height	not to exceed	9 inches
Distance Ground to Step	not to exceed	12 inches

9.2.1 When the entrance is closed, the lower step shall not protrude beyond the door line more than two (2) inches

9.2.2 Brushes and other appropriate seals shall be fitted to the bottom of the door panels to assist in sealing and snow clearance.

9.2.3 Electrically operated door to be provided. Door control shall be within twenty-eight (28") inches of the driver. The door frame shall be welded at all seams to ensure that the door frame will not separate. . An additional post shall run from the side of the passenger entrance door to the cap to provide an extra support for the cap.

9.2.4 The passenger entrance door frame shall be aluminum or stainless steel construction only.

9.2.5 Passenger door shall be key or keypad operated from the outside and by a rocker or toggle switch from the driver's console. Door pivot pins shall incorporate permanently lubricated bearings. Door must have an emergency release in case electric is not properly working.

9.2.6 Driver's door shall have an aluminum running board for easy access for the driver. The West Virginia Veterans Home requests 11.5" wide and within 8" of the ground.



9.3 Non-Ambulatory Passenger Entrance/ Exit

A driver operated, two-piece wheelchair entrance door with large upper viewing window, capable of being locked, shall be located at the rear of the curbside and behind the rear wheels. Doors shall be fitted with heavy-duty, full-length piano hinges. These doors shall not sag when open, and if there is a possibility of sagging, additional preventative gussets need to be inserted. . The handle shall be placed on the interior of the door so that the door may be opened from the inside of the vehicle in case of emergency, even with the ramp in the raised and folded position.

A minimum clear vertical distance of 68 inches is required through the doorway and lift installation.

Overall door width of approximately 52 inches is required. The door width must provide operating clearance for a lift meeting the requirements of Section 10.

9.3.1 A warning light shall be provided at the driver's station to indicate when the door is open for wheelchair operation and a buzzer to indicate when it is ajar with the vehicle in motion.

9.3.2 The striker for the signal must not have contact with flexible section of the door. It must either make contact with the top mullion or have a two (2") inch by two (2") inch striker plate to prevent false alarms as, over time, the pin creates slack in the foam-filled door material. This requirement can also be met by using a magnetic proximity switch for the door ajar buzzer and interlock system.

9.3.3 A heavy duty pneumatic arm shall firmly secure the door in the open position and shall be riveted to both the body and door or double nut and lock nut used.

9.4 Emergency Exit Door

A full height rear emergency exit door with a minimum clear opening of thirty-six (36") inches by fifty-seven (57") inches minimum that fully complies with ADA standards shall be provided on all floor plans.

Large upper and lower windows shall be provided in the door to maximize rearward visibility.

Emergency exits with full length stainless steel piano style hinge will be required on all floor plans. A camover or spring-style holdback to be used to secure door in open position. Pneumatic shock is unacceptable for rear door.

## 10.0 Wheelchair Lift

### 10.1 Lift

A Braun Century 2 series or approved equal lift with a lifting capacity of 1000 lbs shall be provided that fully meets or exceeds ADA requirements. Platform width will be thirty-four (34") inches minimum and length to be fifty-four (54") inch minimum. **It is recommended that the vendor submit product description, warranty information, and product literature with bid. Lift must comply with new and or current Federal Regulations.**

### 10.2 Lift Installation

- 10.2.1 The lift shall be installed by bolting through the floor into structural steel that is an integral part of the body underfloor structure.
- 10.2.2 The power unit shall be placed at the forward side of the lift for rear mounted lifts and on the rear side for forward mounted lifts and be readily accessible for service. In the event of power failure, the deployed lift platform shall be able to be lower manually with passengers and raised without passengers.
- 10.2.3 System control valve shall be solenoid controlled and shall be accessibly mounted for easy maintenance. All lift components shall either be inside the vehicle or enclosed and protected from water wash.
- 10.2.4 Electrical control switches shall be completely weather proof and labeled as to function. All switches shall be of the momentary type.
- 10.2.5 The lift installation shall provide a hand-held switch for remote operation of the lift in addition to or in place of the regular door-mounted electrical lift controls. The lift control cable shall have a protective steel wire cover from control to base of lift, if available.
- 10.2.6 A caution sign shall be prominently displayed in full view of persons standing at curbside of the vehicle as a warning to stand clear for lift operations.
- 10.2.7 An interlock system, such as Intermotive Gateway ILIS, or approved equal, shall be provided which renders the lift inoperative unless the transmission shift lever is in the "Park" position and the emergency brake

is applied. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

10.2.8 Activating the lift circuitry switch will cause the rear hazard lights to flash.

10.2.9 The lift should feature a belt connected to the handrails that will protect the passenger on the wheelchair lift from falling from the outboard edge of the lift.

## 11.0 Seating and Securement

A minimum seating capacity as outlined in the general characteristics is required using forward-facing flip seats where necessary in their bids. Seating diagrams shall be provided with bid submittal.

### 11.1 Passenger Seats

Seats shall be Freedman, American Seating, or an approved equal with an under seat lap belt and contoured configuration. Seats shall be spring base with a minimum of 5 inches of foam padding. Upholstery shall be 3.5 vinyl-fabric hybrid, such as Mor-Care from Freedman or an approved equal, with ABS Knee-Saver back. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

Retractable seatbelts shall be provided for each seat and must be attached to the seat frames. Two (2) seat belt extensions per bus must be provided

A grab rail shall be provided on all forward facing seatbacks.

Seats shall use a single T pedestal leg with black painted finish and side rail for mounting.

One seat will be a double fold away for the third wheelchair.

Standard seats shall conform to the following dimensions:

Width per passenger	17.5 inches
Height of seat cushion	18 inches above floor
Depth of seat	17 inches maximum
Height of seat back	22 1/2 inches max (except high back on rearmost seats)
Hip-to-Knee room:	27 inches maximum
Aisle width	16 inches minimum

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11.1.1 Seats and seating shall comply with the following FMVSS Standards:

Standard Number 207	Seating Systems
Standard Number 208	Occupant Crash Protection
Standard Number 209 and 210	Seat Belt Assemblies and Anchorage

11.1.2 Aisle Width

Seat shall be mounted flush (within 1 inch) against the side wall of the vehicle to allow for a minimum aisle width of 16 inches.

11.2 Driver's Seat

**Driver's Seat:** The driver's seat shall be power high-back bucket seat with commercial grade cloth material that matches the color of the passenger seats. Grade 4 cloth minimum. Driver's seat shall have a folding armrest, a headrest, six way adjustment, and lumbar support as a minimum. 9100 ALX 3 (9110) operator seat approved equal. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

Seats shall have FMVSS certified retractable seatbelts appropriate for the seat and FMVSS compliant.

Seats shall have a minimum of three (3) inches fore and aft adjustment and from 15 to 30 degrees recline with positive latching.

Seat installation shall allow for unimpeded movement over the whole seat positioning range as well as the ability to enter and exit the seat to the right side, into the bus.

11.3 Mobility Aid Securement

Each wheelchair will be equipped with an ADA compliant, fully automatic retractable restraint system that has self-tensioning, self-locking tie down belts that are interchangeable and that feature quick-release S-hooks, such as the Lok-It from American Seating, the Sure-Lok Titan Retractor System, Q'Straint, or an approved equal. The positions shall be located a minimum of six (6") inches from one another and not share tie down tracking. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

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Heavy-Duty Series L Track with flanges, mounting holes, and clear, anodized finish to be used, like FE-748-100-PD4C track with end caps, or an approved equal. The seams between the flooring and the track need to be treated to ensure that no moisture can get to the track to cause track deterioration. Track and securement system need to comply with manufacturer's recommendations about regarding using the same manufacturer's track and securement systems.

Vendor will include twelve (12)-twelve inch (12" minimum) quick straps or approved equal for each securement location.

A storage pouch capable of holding the wheelchair retractors will be installed adjacent to the securement locations for storage of associated belts and accessories, if needed.

- The wheelchair retractors shall be fully automatic, auto-locking, and self-tensioning.
- The retractors shall remove any slack in the webbing after they are secured to the wheelchair.
- The retractors are self-retracting; therefore, no belts are left on the floor, keeping them cleaner and longer lasting.
- The retractor shall have a "LOCKED" indicator tag and shall only be visible when the retractor is in the locked mode, assuring that the retractor is not in the release mode when properly secured to the wheelchair.
- The retractors shall be heavy duty with heat treated structural components and plated for superior corrosion resistance.
- The retractors shall have a chrome plated metal cover for long lasting protection.
- The retractors shall have blue webbing and the occupant restraints shall be of a contrasting color for easy identification in the field.
- The retractors shall be designed to be low-profile to fit under most wheelchair footrests.
- The retractors shall be equipped with anchoring points for the attachment of the occupant restraint lap belts.
- The retractors shall be used in a variety of shoulder/lap belt combinations.
- The retractors shall have manual knobs for additional tightening, if needed.
- The retractor operator shall be able to secure a wheelchair with one hand in as little as 10 seconds.
- The retractor shall have a warranty period of three (3) years and shall have a manufacturing label to identify the part number and date of manufacture for easy traceability.
- The retractors, occupant restraints, and anchoring equipment shall be installed in accordance with the manufacture's installation instructions and recommendations.
- The retractors and occupant restraints shall meet or exceed, but not be limited to, the following specifications: 30 mph/20g Impact Test Criteria per SAE J2249;

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ISO 10542; Canadian Z605; national Standards for School Buses; ADA n(49 CFR Part 38); FMVSS 209, 222, and 302.

11.4 Passenger Assists

Passenger assists shall be constructed of seamless stainless steel tubular stock having an outside diameter of between 1.25 inches and 1.5 inches and shall be provided as specified below.

Assists shall be securely installed to prevent the passengers from moving or twisting the assists when grasped.

11.4.1 Assists shall be installed as inclined hand rails 30 inches above the step treads on both sides of the passenger step well.

11.4.2 Passenger assists shall be provided as floor-to-ceiling vertical stanchions at the top of the steps at both sides of the step well and shall be fully padded above seat level.

11.4.3 Passenger assists shall be provided as overhead assists on both sides of and parallel to the center aisle for the full-length of the passenger compartment except where they will substantially interfere with wheelchair operations.

11.4.4 Passenger assists shall be provided as vertical stanchions, padded above seat level, elsewhere within the vehicle, including the driver's barrier (see 11.6) and behind the rearmost passenger seats and in front of the lift.

11.4.5 All stanchions shall have rubber fittings at top and bottom where the tube inserts into the anchor to provide more stability and vibratory wear resistance.

11.5 Modesty Panels

Sturdy modesty panels constructed of padded material complementing the interior trim shall be provided ahead of the forward row of seats on both sides of the aisle.

A full-height 3/8" LEXAN or plexiglass translucent barrier shall be provided behind the driver's seat and above the modesty panel.

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12.0 Glazing

All glazing material shall meet federal safety requirements.

12.1 Windshield

Windshield shall be OEM tinted.

12.2 Passenger Windows

Windows shall be a top mounted T slider with at least one curbside and two street side points of hinged emergency egress. Emergency exits are to be denoted with fade and peel resistant decals. Cling and peel decals are not acceptable.

Size shall be approximately thirty-six (36") inches wide by thirty-six (36") inches high, or approved equal, with one-eighth (1/8") inch AS-3 tempered glass tinted for 31 percent transmittance.

12.3 Passenger Door

Door panels shall have full height AS-2 tempered glass windows for maximum visibility of the curb.

12.4 Transition Windows

The transition panel between the passenger door and the front fender shall have a window of approximately 34 inches by 10 inches minimum dimensions to enhance the view of the curb area.

12.5 Lift Door Windows

Lift doors shall incorporate a single large window in each door panel consistent with the other passenger windows. Door shall be two-piece as is specified in section 9.3.

12.6 Rear Windows

In addition to the windows in the rear emergency door, windows shall be provided on both sides of the door to increase rearward visibility.

13.0 Mirrors and Sun Visor

13.1 Exterior: Two (2) six and one-half inch (6 ½") by nine and one-half inch (9 ½") minimum size fully adjustable outside rear-view mirrors shall be provided: one at the driver's door and one at the right front body corner, such as the Rosco

Eurostyle model number 715H and 717H, or approved equal. Mirror arms shall be constructed on anodized aluminum, stainless steel, powder coated steel arm, or another non-corrosive, approved equal material. Mirror arm may be chrome plated. Convex "blind spot" mirrors shall also be provided on each side of the vehicle, with a minimum five inch (5") diameter. The convex mirror shall be built into the same head as the flat mirror and shall not be of the stick on type. Both mirrors shall be reinforced mounted breakaway mirrors. Bolts shall be of the heaviest grade to ensure the bolts from breaking or snapping. Mirrors shall be heated and remote controlled, such as those produced by Rosco, Lucerix, or approved equal, and shall be heated and remote controlled. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

13.2 Interior: A seven inch (7") by ten inch (10") minimum rectangular rear view mirror shall be installed that provides a complete view of the interior to the driver.

13.3 Rear View Mirror

The OEM's rear view mirror shall be retained.

13.4 Sunvisor

A driver's sun visor shall be provided that is able to pivot to cover the driver's door window.

14.0 Windshield Wipers

Windshield wipers shall be heavy-duty, three-speed automatic (intermittent, low, and high) wipers that are controlled by the driver.

15.0 Mud Flaps

Rubber mud flaps shall be provided on all wheels. Substitutions must be approved.

16.0 AM/FM CD Clock Radio

Vehicle shall be equipped with the OEM's deluxe digital radio stereo with CD and a 4 speaker system for the passengers. Deluxe aftermarket radio manufactured by Panasonic with CD feature or a Sony AM/FM/CD/Clock with 4 speakers are approved equals. At least one (1) additional speaker shall be installed in the driver's door or driver's side of the dashboard. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**



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BVH419 - 13 Passenger Cutaway Transit Vehicle

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17.0 Storage Compartment

A storage compartment capable of accommodating jumper cables, seatbelt cutter, and other items shall be provided in the front header above the driver. The compartment will be provided with a latch or other mechanism to hold it in the closed position.

18.0 Emergency/ Safety Equipment

First Aid Kit: First aid kit shall comply with Federal Motor Vehicle Carrier Safety Regulations Part 393(h), Section 393, Part 96 (c). First aid kit shall be mounted so as to provide for easy access in the event of an accident, away from foot traffic.

Kit shall be housed in a plastic or metal box, which contains at least the following items:

- Instant Cold Pack (1)
- Certacaine Burn Spray (at least 1 oz.)
- 1" x 3" Adhesive Bandages (25)
- ¾" x 3" Adhesive Bandages (10)
- Extra Large Adhesive Bandages (10)
- 3" x 3" Gauze pads (10)
- Antiseptic Wipes (10)
- Alcohol Prep Pads (20)
- Ammonia Inhalants (10)
- 2" x 6 yards Gauze Bandage
- ½" x 2.5 yards Adhesive Tape
- Burn Ointment (1/8 oz.) (4)
- Insect Sting Swabs (4)
- PVP Iodine Swabs (4)
- Tweezers (1)
- Scissors
- Safety Pins (5)

Fire Extinguisher: A 2.5 lb. dry chemical fire extinguisher with a minimum of 20-A: 180-B:C rating shall be provided in vehicle and shall be mounted in an access compartment with a hinged door or on a vehicular-type, quick access bracket, away from foot traffic.

Reflectors: Three bi-directional emergency reflective triangles conforming to requirements of FMVSS No. 125, Section 571.125 shall be secured in the storage compartment of the vehicle.

19.0 Painting and Finishing

19.1 Interior

Ceiling and side panels shall match the interior color scheme and provide a hard, vandal resistant, flame retardant surface. **Available interior paint and trim schemes shall be provided by the bidder for review and selection by the West Virginia Veterans Home with the bid.**

19.2 Exterior

19.2.1 Paint

Surfaces shall be properly cleaned and primed, as appropriate, for the paint used. All exterior surfaces shall be impervious to gasoline and commercial cleaning agents. The exterior of each coach shall be painted a basic white or light cream color as furnished by the chassis manufacturer. Fiberglass matching the color of the chassis is acceptable.

19.2.2 Paint Scheme

Paint schemes and paint colors of the agencies receiving the vehicles will be furnished by the successful vendor.

Each agency will have a logo and striping scheme. Each agency's logo and striping scheme will have at least 2-3 colors, with the possibility of up to 5 colors.

The vendor shall stripe the vehicle with exterior reflective vinyl tape meeting DOT-C2 standards that match the agency's logo and striping scheme.

When reflective tape and paint are used for the same color on one vehicle, they must match (example: painting the bus skirt and using tape stripes for the side of the vehicle must match.) Vendor shall supply sample of exterior vinyl and chart to be used for logo and striping of vehicle.

19.3 Signage

The following internal and external signage is required. Lettering to be Helvetica medium. Numbers to be four (4") inches unless otherwise specified for external signage. **Full details of size and location will be agreed upon between the West Virginia Veterans Home and the successful bidder.**

19.3.1 Interior Decals:

- “No Smoking” sign shall be installed on the driver modesty panel
- “All passengers are required to wear seat belts when vehicle is in motion” sign shall be installed on the driver modesty panel.
- “Clearance \_\_feet \_\_inches” above driver’s visor. (These specific figures on clearance will be determined by exact dimensions of vehicle.)
- “Emergency Equipment” sign shall be applied to the storage compartment above the driver’s seat.

19.3.2 Exterior Decals:

- The International Wheelchair Accessibility symbol on the back of the bus.
- “CAUTION: LOADING AND UNLOADING PASSENGERS”
- Black lettering on yellow background “Watch Your Step” decals are to be affixed to entrance step risers.
- “Caution: stand clear for lift operations” on lift door

19.3.3 Exterior Reflective Vinyl Tape

The vehicle shall be striped with exterior white reflective vinyl tape at the top and bottom of all egress passenger windows, meeting DOT-C2 standards.

Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals.

Using the white reflective vinyl, the successful bidder must circle one window on each side, and have one strip running from the front of the bus to the rear. Because some of the existing logos are not on the rear of the bus, the white reflective vinyl must circle the rear emergency door window, even when the color vinyl is used in the logo.

19.4 Undercoating and Rustproofing

The vehicle shall be fully undercoated at the point of manufacture before delivery. Symtech, Tectyl, Z Tech, BASF Degacoat 310, or Pearl Guard are suggested applications. **A complete description of the application is to be provided in bid submittal.**

19.5 Miscellaneous Requirements

The vendor shall furnish the following in addition to OR to supersede any previous requirements

- Exceeds ADA wheelchair lift is required. This lift is generation 2 since the new FMVS standards went into effect. It has a platform dimension of thirty-four inches wide by fifty-four inches long (34" x 54"). Note: The capacity is 1000 pounds. ADA currently requires 600 pounds.
- The wheelchair door required to facilitate the installation of the required lift.

20.0 OPTIONAL EQUIPMENT

The following shall be bid as options:

OPTION A: REPEL CLOTH PASSENGER SEATS

Passenger seats shall be covered with commercial grade, heavy duty level 4 cloth material, like the level 4 Icon repel.. All other seating requirements in Section 11 must be met. Cloth shall be repel fabric (water resistant), which is antimicrobial and antibacterial, such as that provided by Freedman Seating Company or approved equal. **It is recommended that the vendor submit product description, warranty information, and product literature with bid.**

OPTION B: FLIP UP ARMRESTS FOR PASSENGER SEATS

A flip up armrest for each passenger aisle seat shall be installed. **Vendor shall submit product description, warranty information, and product literature with bid.**

OPTION C: SECURITY CAMERA SYSTEM

Provide and install REI Bus watch system, or approved equal, with DBW 4-320g hard drive, seat mounted security box with keys and four (4) color dome cameras per bus. **Locations of cameras to be selected by the West Virginia Veterans Home.**

OPTION D: SECURITY CAMERA PLAYBACK SYSTEM

Provide an REI BusWatch playback system, or approved equal, with 2 extra 320g hard drives

OPTION E: FULL BUS BODY PAINT

The vendor shall supply full-bus body paint for the vehicle ordered. Vendor must supply a sample paint chart with bid.

The West Virginia Veterans Home will select the colors for the vehicle to be painted.

**OPTION F: THREE QUARTER BODY PAINT WITH EXPANDED GRAPHICS**

The vendor shall supply three-quarter bus body paint for the vehicle ordered. Vendor must supply a sample paint chart with bid. The West Virginia Veterans Home will select the colors for the vehicle to be painted.

**OPTION G: VEHICLE SKIRT PAINTING**

The body skirt and chassis's low cab of vehicle shall be painted. The West Virginia Veterans Home will select the colors for each vehicle to be painted.

**PART 3 WARRANTY**

**1.0 WARRANTIES**

The Vendor has an obligation to ensure that the entire vehicle is covered by a warranty. The Vendor shall make every effort to assure that all obligations defined under all warranties applicable to the vehicle or any subpart of the vehicle are fulfilled.

**2.0 WARRANTY REQUIREMENTS**

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Vendor. Consistent with this requirement the Vendor warrants and guarantees to the West Virginia Veterans Home each complete vehicle, and specific subsystems and components as follows:

**2.1 Complete Vehicle**

The vehicle is warranted and guaranteed to be free from defects and related defects for three (3) years or 36,000 miles, whichever comes first, beginning on the first day after the date of final acceptance of each vehicle. During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the Recipient Agency's locale.

**2.2 Warranty of Basic Vehicle Structure**

The Vendor shall warranty the frame and suspension members for three (3) years or 36,000 miles, whichever comes first. This warranty shall not cover air bags, leveling valves, springs or other normal wearing parts. The Vendor is not liable for warranty if the Recipient Agency voids the warranty as outlined in Section 3.0 of this Part. If the frame or suspension fails or shows indication of imminent failure, the Recipient Agency will

immediately notify the Vendor of said defect. Within ten (10) calendar days the Vendor will inform the Recipient Agency on how the Vendor will repair the vehicle. Repair of frame and suspension failures will be the responsibility of the Vendor. Within fifteen (15) calendar days from notification of the defect the Vendor shall begin the repair of the frame and suspension defects. If the vehicle with the reported frame and suspension defect is out of service for more than twenty (20) calendar days because of the reported defect, the Vendor will have to either provide a substitute vehicle of equal seating capacity with wheelchair lift (if applicable) of the same age or newer than the vehicle with the defect or directly reimburse the Recipient Agency the cost of leasing a substitute vehicle. The maximum daily reimbursement will be \$300. The Vendor will have to continue to provide a substitute vehicle or reimburse the Recipient Agency until the defect is completely repaired.

### **2.2.1 Warranty Locations**

A description of how and by whom warranty service is to be provided in West Virginia is to be included in the bid proposal. The information should cover both mechanical and body work. All bidders shall provide vendors who will do the warranty of both chassis and body, including bus body, air conditioning and wheelchair lifts.

### **2.3 Subsystems and Components**

The subsystems and components are warranted and guaranteed to be free from defects and related defects as follows:

ENGINE:	Three (3) years or 36,000 miles, whichever comes first.
TRANSMISSION:	Three (3) years or 36,000 miles, whichever comes first.
DRIVE AXLE:	Three (3) years or 36,000 miles, whichever comes first.
BRAKE SYSTEM:	Excluding friction material, three (3) years or 36,000 miles, whichever comes first.
BASIC BODY STRUCTURE INTEGRITY:	Three (3) years or 36,000 miles, whichever comes first.
AIR CONDITIONING SYSTEM:	Two (2) years or two (2) operating seasons, whichever is greater.
WHEELCHAIR	

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LIFT SYSTEM: Two (2) years.

ALL ADD ON COMPONENTS: Two (2) years, unlimited miles.

**3.0 VOIDING OF WARRANTY**

The warranty shall not apply to any part or component of the vehicle that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the Vendor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the Recipient Agency fails to conduct normal inspections and scheduled preventative maintenance procedures as recommended in the Vendor's maintenance manuals.

**4.0 EXCEPTIONS TO WARRANTY**

The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the Recipient Agency such as radios and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Vendor is responsible.

**5.0 DETECTION OF DEFECTS**

If the Recipient Agency detects a defect within the warranty periods defined in Section 2.0 of this Part, it shall promptly notify the Vendor's representative five (5) working days after receipt of notification, the Vendor's representative shall either agree that the defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the Vendor's representative or is removed and examined at the Recipient Agency's property or at the Vendor's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between the Recipient Agency and the Vendor. Work necessary to affect the repairs of this Part shall commence within ten (10) working days after receipt of notification by the Vendor.

**6.0 SCOPE OF WARRANTY REPAIRS**

When warranty repairs are required, the Recipient Agency(ies) and the Vendor's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the Recipient Agency reserves the right to commence the repairs in accordance with Section 8.0.

**8.0 REPAIR PROCEDURES**

**8.1 Repair Performance**

At its option, the West Virginia Veterans Home, or its designated representative, may require the Vendor, or its designated representative, to perform warranty covered repairs that are clearly beyond the scope of Recipient Agency's capabilities.

**8.2 Repairs by Vendor**

If the Recipient Agency requires the Vendor to perform warranty covered repairs, the Vendor's representative must begin the work necessary to make repairs, within ten (10) working days after receiving notification of a defect from the Recipient Agency. The Recipient Agency shall make the vehicle available to complete repairs timely with the Vendor's repair schedule.

The Vendor will provide, at its own expense, all spare parts, tools and space required to complete repairs. At Recipient Agency's option, the Vendor may be required to remove the vehicle from Recipient Agency's property while repairs are being completed. If the vehicle is removed from Recipient Agency's property, repair procedures must be diligently pursued by the Vendor's representative.

**9.0 WARRANTY AFTER REPLACEMENT/REPAIRS**

If any component, unit, or subsystem is rebuilt or replaced by the Vendor it shall have the unexpired warranty period of the original subsystem.



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**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide the West Virginia Veterans Home with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Page. Please refer to Part 1, 2.0

**4.2 Pricing Page:** Vendor should complete the Pricing Page by filling out the price for the vehicle and the options, then tabulating the extended prices. Vendor should complete the Pricing Page in its entirety as failure to do so may result in Vendor's bids being disqualified.

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept the order by regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept an on-line order through a secure internet ordering portal/website. If Vendor has the ability to accept the on-line order, it should include in its response a brief description of how the West Virginia Veterans Home may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict the price and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing the Agency order on-line.

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Please see Part 1, 5.0 of this RFQ.

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within 150 working days after orders are received (Part 1, 3.0, A).

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason (please see Part 1, 3.0, A).

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

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**7. MISCELLANEOUS:**

**7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

**7.2 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

REQUEST FOR QUOTATION  
**BVH419 176" Wheelbase 13 Passenger Cutaway Bus**

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**Exhibit A**

**Pricing Page**

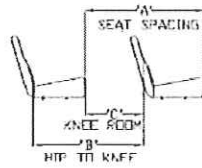
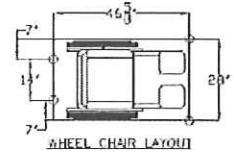
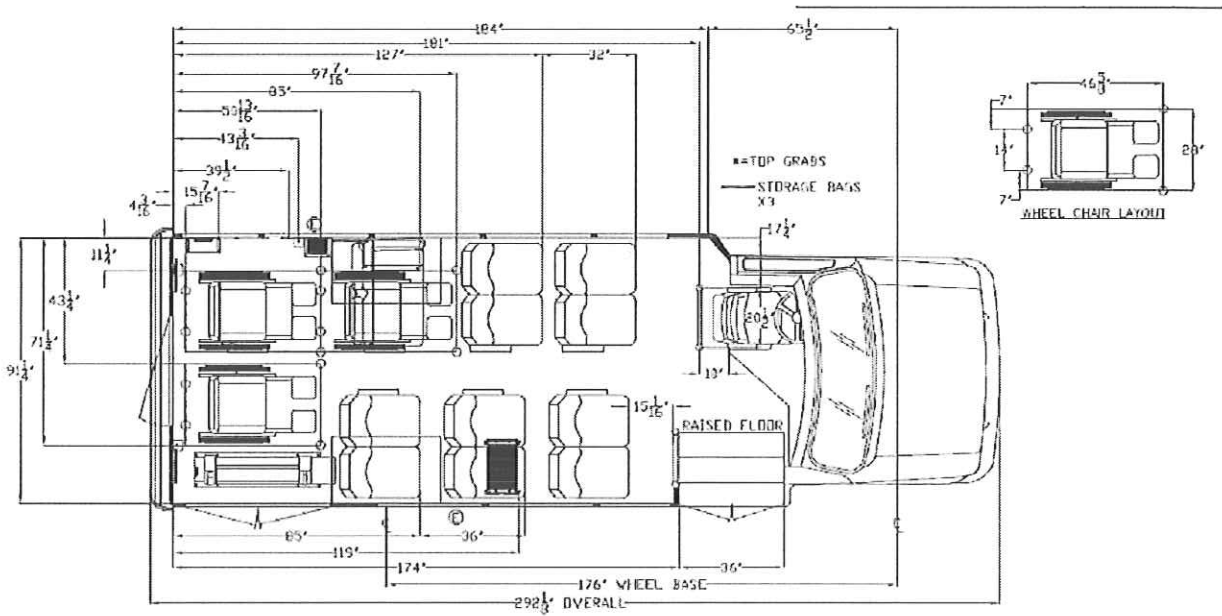
**RFQ: BVH419**

	Item Description	Unit Price	Quantity	Extended Price
	Base Vehicle Bid with 3 wheelchair spaces		1	\$
Option	Item Description	Unit Price	Quantity	Extended Price
A	Cloth Seats		1	\$
B	Flip Up Arm Rests for Passenger Seats		1	\$
C	Security Camera		1	\$
D	Security Camera Playback System		1	\$
E	Full Bus Body Paint		1	\$
F	3/4 Body Paint with Expanded Graphics		1	\$
G	Vehicle Skirt Painting		1	\$
<b>Total Cost:</b>				<b>\$</b>

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PART FOUR SEATING DIAGRAMS



SEAT STYLE	SEAT SPACING 'A'	HIP-TO-KNEE 'B'	KNEE ROOM 'C'
MID-HI	32"	28"	9-3/4"
MID-LI	35"	32"	11-3/4"

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Example of Logoing



REQUEST FOR QUOTATION  
BVH419 - 13 Passenger Cutaway Transit Vehicle

**BID REQUIRED DOCUMENTATION CHECKLIST**

Documentation Checklist  
RFQ BVH419  
176" Wheelbase 13 Passenger Cutaway Bus

**Section Referenced**

**Part 1**

- \_\_\_\_\_ 3.1 Items in sections 3.1.1 to 3.1.10 provide proof of compliance
- \_\_\_\_\_ 6.1.1 Complete mechanical description of vehicle, its construction and equipment including manufacturer's model, model name, and or number and model year; include Warranty information
- \_\_\_\_\_ 6.1.3 Curb Weight (empty weight) and Gross Vehicle Weight Rating (GVWR) of vehicle
- \_\_\_\_\_ 6.1.5 & Part 3, 2.2.1

Warranty Locations-a description of how and by whom warranty service will be provided in four (4) areas of West Virginia to cover both mechanical and body work. Provide vendor who will do warranty of both chassis and body, including bus body, air conditioning, and wheelchair lifts.

Four areas of WV include: Northern Panhandle, Eastern Panhandle, Central WV, and Southern WV.

**Part 2**

- \_\_\_\_\_ 3.1 Engine-provide description, warranty, and literature
- \_\_\_\_\_ 3.1.6 Cooling system-provide description, warranty, and literature
- \_\_\_\_\_ 3.1.7 High idle system--provide description, warranty, and literature
- \_\_\_\_\_ 3.1.8 Engine oil cooler- provide description, warranty, and literature
- \_\_\_\_\_ 3.2 Transmission- provide description, warranty, and literature
- \_\_\_\_\_ 3.2.4 Transmission cooling system- provide description, warranty, and literature
- \_\_\_\_\_ 4.1 Heavy duty brakes- provide description, warranty, and literature
- \_\_\_\_\_ 4.3 Suspension system- provide description, warranty, and literature
- \_\_\_\_\_ 4.3.1 Mor/Ryde suspension system- provide description, warranty, and literature
- \_\_\_\_\_ 4.4.1 Tire information- provide description, warranty, and literature
- \_\_\_\_\_ 5.0 Electrical system/wiring- provide description, warranty, and literature; provide proof that schematic will be As-Built.

- \_\_\_\_\_ 5.1 Alternator-specify the rectifier and method of installation; provide warranty and literature
- \_\_\_\_\_ 5.2 Batteries-specify type and capacity; provide warranty and literature
- \_\_\_\_\_ 5.3.4 Exterior lights and Traffic Alert Sign- provide description, warranty, and literature
- \_\_\_\_\_ 5.4.1 Interior lights-provide description, details
- \_\_\_\_\_ 5.6.2 Rear alarm- provide description, warranty, and literature
- \_\_\_\_\_ 5.7 Back up Camera- provide description, warranty, and literature
- \_\_\_\_\_ 6.1.1 Heating system- provide description, warranty, and literature
- \_\_\_\_\_ 6.1.2 Stepwell heater- provide description, warranty, and literature
- \_\_\_\_\_ 6.1.3 Auxiliary heaters- provide description, warranty, and literature
- \_\_\_\_\_ 6.2 Air conditioning system- provide description, warranty, and literature
- \_\_\_\_\_ 6.3 Roof hatch- provide description, warranty, and literature
- \_\_\_\_\_ 8.1.1 Body construction-provide description of body construction including materials, methods of joining and assembling components or subassemblies, and method of attachment of the body to the chassis; warranty and literature
- \_\_\_\_\_ 8.1.3 Product literature, warranty information, and product sheets on primer.
- \_\_\_\_\_ 8.1.8 Water testing-details of the testing
- \_\_\_\_\_ 8.2.1 Provide proof that a one-piece roof will be installed
- \_\_\_\_\_ 8.2.2 Insulation-provide proof of insulation requirement per spec
- \_\_\_\_\_ 8.4.2 Sample of flooring-provide color per specifications, warranty and literature for entire section 8.4
- \_\_\_\_\_ 8.5 HELP/ROMEO bumpers- provide description, warranty, and literature
- \_\_\_\_\_ 9.2.3 Doors-- provide description, warranty, and literature
- \_\_\_\_\_ 10.1 Lift- provide details, model number, warranty, and literature. Provide information and literature that the lift will meet the new and/or current Federal regulations.
- \_\_\_\_\_ 10.2.7 Interlock system- provide description, warranty, and literature
- \_\_\_\_\_ 11.0 Seating diagram- provide proposed seating diagram
- \_\_\_\_\_ 11.1 Passenger seats-provide details for all proposed seats, including flip up seats, ABS Knee Saver backs, and FMVSS 210 Report Certification.
- \_\_\_\_\_ 11.2 Driver's seat- provide description, warranty, and literature
- \_\_\_\_\_ 11.3 Mobility aid securement-provide details of proposed system, warranty, and literature
- \_\_\_\_\_ 13.1 Exterior mirrors-provide description, warranty, and literature
- \_\_\_\_\_ 16.0 AM/FM/CD/Clock Radio- provide description, warranty, and literature
- \_\_\_\_\_ 19.1 & 19.2 Interior and exterior color schemes-provide details of schemes available
- \_\_\_\_\_ 19.2.2 Paint scheme-provide a sample of the vinyl chart to be used
- \_\_\_\_\_ 19.4 Rust proofing- provide description, warranty, and literature
- \_\_\_\_\_ 20.0 Option A-Cloth passenger seats- provide description, warranty, and literature
- \_\_\_\_\_ 20.0 Option B-Flip up arm rests/passenger seats- provide description, warranty, and literature
- \_\_\_\_\_ 20.0 Option C-Security camera system- provide description, warranty, and literature

- \_\_\_\_ 20.0 Option D-Security camera playback system- provide description, warranty, and literature
- \_\_\_\_ 20.0 Options E, R, and G- painting -provide paint samples

**Part 3**

- \_\_\_\_ 2.1 Warranty on completed vehicle
- \_\_\_\_ 2.2 Warranty on basic vehicle structure
- \_\_\_\_ 2.3 Warranty per specs. On subsystems and components



**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)

RFQ No. \_\_\_\_\_

STATE 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 exceed 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** \_\_\_\_\_

# State of West Virginia 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: \_\_\_\_\_