



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

Solicitation

NUMBER

PTR13039

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER
304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

V
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DIVISION OF PUBLIC TRANSIT
KANAWHA VALLEY REGIONAL TRANS

1550 FOURTH AVENUE
CHARLESTON, WV

25325

304-343-3840

S
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T
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DATE PRINTED

08/08/2013

BID OPENING DATE:

10/03/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		557-05		
				MEDIUM LIGHT DUTY TRANSIT BUSES		
				THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF PUBLIC TRANSIT, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE THE AGENCY WITH APPROXIMATELY 1-20 MID-SIZE, MEDIUM LIGHT DUTY BUSES PER THE ATTACHED DOCUMENTATION.		
				***** THIS IS THE END OF RFQ PTR13039 ***** 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:

**1900 Capitol Street, East
Building 5, Room 122
Charleston, WV 25305**

08/28/2013 at 10:00 AM

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: 09/04/2013

Submit Questions to:

Frank Whittaker
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-4115
Email: frank.m.whittaker@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
Charleston, WV 25305-0130

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

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

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

BID TYPE: ☐ Technical
☐ Cost

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

Bid Opening Date and Time:

10/03/2013 at 1:30 PM

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 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 Award

and extends for a period of one (1) year(s).

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

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

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



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 and shall list the state as a certificate holder:

☐ **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.

☐
☐
☐
☐

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.

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 hearth, 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.

REQUEST FOR QUOTATION
PTR13039 Mid-Size Medium Light Duty Transit Vehicles

SPECIFICATIONS

1. PURPOSE AND SCOPE:

The West Virginia Purchasing Division is soliciting bids on behalf of Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for mid-size medium light duty transit vehicles. 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. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

2. DEFINITIONS AND ABBREVIATIONS:

DEFINITIONS: The terms listed below shall have the meanings assigned to them below.

- a. **“Contract Item” or “Contract Items”** means the list of items identified in Section III, Subsection 1 below.
- b. **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- c. **“RFQ”** means the official RFQ published by the Purchasing Division and identified as PTR13039.
- d. **Curb weight:** Weight of the vehicle including maximum fuel, oil, and coolant and all equipment required for the operation as required by this specification without passengers or driver.
- e. **Gross Load:** One hundred and fifty (150) pounds for every design passenger seating position and for the driver and three hundred (300) pounds for every wheelchair station. Vehicles will be operated without standees.
- f. **GVW Gross Vehicle Weight:** Curb weight plus gross load.
- g. **Fireproof:** Materials that will not burn or melt at temperature less than 2000 degrees Fahrenheit.
- h. **Fire Resistant:** Materials that have a flame-spread index less than 150 as measured in a radiant panel flame test per ASTM 162-75.

ABBREVIATIONS: The following abbreviations are used.

ASTM: American Society for Testing and Materials

SAE: Society of Automotive Engineers

FMVSS: Federal Motor Vehicle Safety Standards

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EPA: Environmental Protection Agency

DMV: Division of Motor Vehicles, State of West Virginia

OEM: Original Equipment Manufacturer

FTA: Federal Transit Administration

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

DBA: the decibel scale A weight to measure upper middle frequencies over time that can impact hearing loss

RPM: Revolutions per minute

3. GENERAL REQUIREMENTS

Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

In all cases, materials shall be furnished as specified. Where brand names or specific items or processes are used in the specifications, consider the term "or equal" to follow. However, a request for approval for any proposed substitution or "approved equal" shall be included in writing under the terms stated in Section 3.31.

3.1 GENERAL CHARACTERISTICS: TECHNICAL SPECIFICATIONS FOR MID-SIZE MEDIUM LIGHT DUTY TRANSIT VEHICLES

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

The vehicles furnished per these specifications shall be of the following dimensions:

Gross Vehicle Weight Rating Min. (in lbs.)	23,500 lbs
Wheelbase (Min.)	190"
Overall Length (Max.)	342"
Overall Height (Max.)	127"
Overall Exterior Width (Max.)	96"
Interior Height (Approx.)	75"
Interior Width (Min.)	90"
Lower Step to Ground Not More Than	12"
Seat/Wheelchair Capacity	23 and up to 2 w/c spaces
Aisle Width (Min.)	16"
Tire: 14 ply radial	245/70R/19.5

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Load Range	H
Spare Wheel	Shipped loose
Engine Type	Cummins ISB-10 or Maxxforce 215 HP or equal
Transmission	Allison 2200 or equal
Passenger Heat	130,000 BTU
Passenger A/C	125,000 BTU minimum plus dash air
Battery	Dual
Fast Idle	Yes

3.2 LEGAL REQUIREMENTS:

The vehicle shall conform in all respects to the applicable Motor Vehicle Laws of the State of West Virginia, FMVSS, EPA, Federal and State Regulations in effect at the of manufacture. All vehicle specifications must be in compliance with Americans with Disabilities Act (ADA) regulations at the time production of the vehicle commences.

3.3 COMPONENTS, MATERIALS, WORKMANSHIP AND COMPLETENESS:

All units or parts 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 used, reconditioned or obsolete parts be accepted. The parts on all vehicles provided by the same manufacturer shall be interchangeable.

3.4 MOTOR VEHICLE STANDARDS INCLUDING PROVISIONS PERTAINING TO SAFETY AND POLLUTION:

The vendor will provide certification at the time of delivery that vehicles comply with all relevant federal and State of West Virginia standards.

Motor Vehicle Safety:

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

Exhaust Emissions Control Requirements:

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

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. Vendor shall supply report showing testing results of noise control.

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The interior noise at a location two (2) feet 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 a maximum rated RPM.

Inspection Facilities:

In order to comply with 3.40, a. Inspection Stations, the manufacturer shall provide on its premises a suitable hoist for a complete inspection of the underside of the vehicle. **A pit is not acceptable.** This includes, but is not limited to, wiring and hosing runs, structural integrity, through floor securements, OEM defects and completeness, and coverage of the undercoating.

3.5 SERVICE LIFE:

Bus shall have completed a 7 year STURAA Test. **It is mandatory that the vendor submit report with bid.**

3.6 ENGINE AND RELATED COMPONENTS:

An ISB-10 Engine (6.7 liter) with EGR and Diesel Particulate Filter exhaust system Cummins Diesel Engine or Approved Equal and a rating of 215 hp is required. The engine shall have a demonstrated 95% life expectancy of 300,000 miles. All diagnostic connectors shall be immediately accessible. **It is recommended that the vendor submit description, warranty information, and literature information of product with bid.**

- a. The engine shall be furnished with a large capacity full flow oil filter easily reached and replaced without removal of any major component. Engine shall be equipped with oil fill access in top of rear valve pan cover. Front oil filler tube shall be extended to rear of front access door. **All service tubes should be extended in a similar manner.** Care should be taken to ensure that the battery and alternator supply wire is insulated to prevent grounding during oil filter removal/replacement. Transmission cooler lines should not interfere with the oil filter removal or replacement. A low voltage light shall be under the hood in order for service personnel to service vehicle.
- b. An engine oil-cooling system and dry type air cleaner is required. The engine shall be equipped with a large capacity fleetguard remote fuel filter and water separator easily accessible for visible checking and servicing. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- c. 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. The internal engine compartment cover shall be secured with quick release fasteners. No gaps or holes in the finished compartment seal shall be accepted. Engine compartment cowl covering shall be of black rubber or non-skid paint that is black in color.

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- d. The vehicle shall come equipped with an Engine Derate feature and warning system capable of being overridden using the ignition key shut off procedure or equal. This system will be triggered by low oil/hot engine.
- e. **Exhaust System:** EPA2010 Diesel Particulate Filter. Exhaust pipe should be adequately insulated to prevent vehicle/body damage during regen process. Tailpipe to incorporate a diffuser device to dissipate exhaust heat while stationary regen is in process. The muffler shall be a low exterior noise type and the tail pipe shall discharge on the street side of the vehicle behind the rearmost wheel.
- f. 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.
- g. **Fuel System:** The fuel tank shall have capacity of at least one hundred (100) gallons. Proper shielding shall be provided. Fuel system should include an engine-mounted filter with spin-on element, and fuel/water separator. The fuel tank will be equipped with one (1) bottom mounted fuel drain plug. Access to the fuel tank shall be provided through the floor. A service valve on fueling system is suggested.
- h. **Cooling System:** The cooling system shall have sufficient capacity to provide satisfactory cooling at 115 degrees, at sea level and shall be equipped with an overflow tank such that the coolant expelled is saved and restored to the cooling system.
- i. **High Idle System:** A high idle system intended to maintain battery charging under heavy demand and maintain air-conditioning capacity when the vehicle is stationary shall be provided. With transmission in park, a driver- controlled switch shall be capable of increasing engine idle to the OEM recommended rpm. The fast idle will automatically disengage when the vehicle is placed in forward, reverse gears or when vehicle brakes are applied. **It is recommended that the vendor submit description, warranty information and literature information of product with bid. Freightliner OEM or Approved Equal system is acceptable.**
- j. **Engine Heating System:** An engine coolant and/or oil warming system to assist in cold weather starting are required using a standard external electric supply. Connector should be accessible without raising the hood, and from outside the vehicle. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

3.7 TRANSMISSION AND RELATED COMPONENTS:

All fill tubes must be extended to an accessible position for easy service access.

- a. The transmission shall be a heavy-duty, four-speed automatic minimum, with increased cooling capacity to match GVWR of bus. The shift control shall have **P, R, N, D, 4, 3, 2,**

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and 1 quadrant positions and automatically engage the parking brake when placed in the “P” position. The transmission shall have an external, easy accessible spin-on type filter, such as Allison 2200 or approved equal. It is recommended that the vendor submit description, warranty information and literature information of product with bid.

- b. The transmission and drive shaft shall be heavy-duty and 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.
- c. The transmission shall have a separate cooling system appropriate for the intended use of the vehicle. The cooling system shall be protected with permanent type antifreeze to twenty-five below zero Fahrenheit. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- d. The vehicle shall be equipped with a differential having a gear ratio appropriate to maintain a speed of 70 mph with the vehicle loaded and not exceed manufacturer’s recommended operating engine rpm. The gear ratio will be adjusted by the vendor after the delivery to the end user to be appropriate for the agency’s use and terrain.

3.8 BRAKES, STEERING, SUSPENSION AND RELATED COMPONENTS:

3.8.1 Brakes

- a. **Service Brakes:** The Anti-Lock Brake System (ABS) foundation brakes shall be a power-actuated hydraulic spilt system of four-wheel disc-type, with four channel anti-lock braking control. Braking system shall include a red brake warning lamp in the instrument cluster that lights when the parking brake is on, when a front or rear hydraulic failure occurs, or when brake fluid is low in the reservoir.

Foundation front and rear brakes shall be a minimum of 14.75” x 1.34” disc rotor with dust covers with a minimum of 74 square inches pad lining or approved equal. Brakes must include pin slide feature.

The braking system will be equipped with a remote mounted reservoir for master cylinder fill. Container shall be located in an open area with easy access for service.

There shall be an external filter for the hydraulic brake booster fluid. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

- b. **Emergency /Parking Brake:** An air or hydraulically operated parking brake shall be the heaviest-duty available from the chassis manufacturer. The brake shall automatically engage when the shift control lever is placed in the “P” position. The brake shall be mounted on the right side of the dash for easy access for driver. **Vehicle shall be equipped with a reserve air tank for the emergency parking brake in case vehicle**

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will not run. An emergency charge air line shall extend from the reserve air tank to a port mounted on the vehicle skirt on the street side. This airline will facilitate charging of the reserve tank in the event of an emergency to facilitate the release of the air activated emergency brake.

- c. The brake system shall meet all federal and state requirements for vehicles over 10,000 GVWR for stopping distance, stability while braking, fade resistance, water recovery and warning devices. The warning devices can be OEM's standard if they meet FMVSS standards.

3.8.2 Steering

- a. 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 for the operator to bring the vehicle back to a straight-ahead position from a turning position. Steering wheel rim shall be no greater than 20 inches in diameter and the wheel rim shall be of plastic or synthetic resin construction molded over metal. The steering gear box should be placed in an easily accessible location for service.
- b. With the vehicle stationary 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.
- c. There shall be tilt-wheel, or adjustable steering column, with cruise control. The steering column bushings shall be heavy duty build to not wear quickly.

3.8.3 **Suspension:** Suspension systems shall be appropriate for the intended use of the vehicle. Suspension systems shall provide the low unsprung weight characteristics necessary for passenger comfort without sacrificing vehicle stability and shall provide heavy-duty shock absorbers. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

- a. All vehicles are to be front and rear end aligned before leaving the factory.
- b. **Front Suspension:** A minimum GVWR of **10,000 pounds** is required. Wheel track shall be at least 76 inches.
- c. **Rear Suspension:** A minimum GVWR of **15,000 pounds** is required.
- d. **Rear Axle:** Rear axle shall be truck type of conventional construction with heavy tubes pressed into a cast center section. Ring gear shall be bolted, not riveted, to the differential carrier.

3.8.4 **Wheels and Tires:**

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- a. **Wheels:** 19.5 x 7.5 width, 10 hub or size compatible with suspension and GVWR shall be supplied. All wheels shall be the same size. **Both inner and outer rim shall be painted white. Each inner dual wheel shall come with an air valve extender.**
- b. **Tires:** All tires shall be 245/70R19.5, 16 ply, or larger, load range H highway radial. Single front tires shall be highway mileage tires. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.** Michelin XZE or approved equal is suggested.
- c. **Spare Wheel and Tire:** Spare wheel and tire shall be the same per section a and b, above.

3.9 ELECTRICAL SYSTEM

The vehicles are to be supplied with a twelve (12) volt electrical system. Wiring and circuit boards accessible from the interior of the bus shall be used. 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 heater, and other accessories in constant operation. **Uniform As Built Schematics must be supplied and current with all vehicles in MICROSOFT WORD or ADOBE READER FORMAT.** All wiring in all vehicles shall be the same. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

All wiring shall be loomed, and held in place by insulated clamps spaced every 12 inches on center. Wiring shall be system coded, numbered or function coded. All wiring must be at least 14 gauge. All wiring shall have adequate electrical insulation and provide flexibility and resistance against solvents, moisture, or abrasives in accordance with SAE standards. All exposed underbody connectors shall use packs and be weather proofed for protection.

- 3.9.1 **Alternator:** A minimum of a 270 amperes alternator with rectifier is required. The alternator shall be sized to provide minimum of 90% of the continuous system draw at the engine manufacturer's recommended idle or 100% at automatic fast idle. The alternator speed shall not exceed its recommended maximum speed at maximum or recommended engine speed. The continuous system draw shall include all accessories in their "high" position, which could operate as the vehicle is in motion, excluding intermittently operating devices such as turn signal, brake lights or wheelchair lifts. Leece-Neville or approved equal is required. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- 3.9.2 **Batteries:** The battery equipment shall be furnished by the chassis manufacturer where available. The dual batteries shall be maintenance free with reserve capacity of CCA-1900, 12-volt minimum. **The batteries shall be mounted on a stainless steel pull out tray with battery hold down secured with bolts.** The totally enclosed battery

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compartment shall be vented and the tray shall be coated with an acid resistant coating. The side battery compartment must be located below the floor line with adequate reinforcement brackets mounted to floor supports. Two accessible master cutoff switches shall be provided inside of the side battery compartment. One switch shall cut off service to the body electrical panel; the second will cut off service to the lift, chassis, and telma retarder, if selected. Constant power shall be provided directly to the batteries, engine computer, and entrance door switch circuit.

Battery positive and ground cables shall be fine stranded, flexible copper with permanently affixed cable connector ends with heat shrink tubing applied. All cable ends shall be fastened in a manner equal to the method used by the OEM.

Positive cable ends at the battery shall use a protective cover or cap as an added insulator. **Please specify type and capacity with bid.**

3.9.3 Exterior Lights:

- a. All exterior lights to be single contact. Double contact may be used for tail, stop and rear turn signals. **Light Emitting Diode (LED) lights shall be used for taillights, brake lights, turn signal, collision avoidance lights, and clearance marker lights.** Truck-Lite or Approved Equal is recommended.
- b. Headlights of sealed beam type are required with high and low beams. Sealed beam units shall be of the latest type and low beam rating of 600-hour life. **Headlights shall be wired for daytime running.**
- c. Directional signals independent of the brake lights shall be provided and shall have removable amber lens in front and rear. Rear stoplights are to be independent of directional and hazard warning signals.
- d. LED Rear stop and taillights shall be provided. Rear stoplights are to be independent of directional and hazard warning signals. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- e. In addition to the normal stop lights provided on the base vehicle an extra LED stoplight shall be provided. This light shall be mounted on the centerline of the vehicle above the rear door and shall be wired to operate in conjunction with the normal stoplights. If vehicle does not have a rear door, the light shall be mounted above the rear window.
- f. Red rear reflectors shall be provided. Additionally 4 reflectors, two on each side of the vehicle, amber front and red rear, shall be provided.

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- g. LED mid-ship side directional signals wired to operate with front directional signals shall be provided.
- h. A circuit shall be provided for the directional signals which, when on, will cause them to function as traffic hazard warning signals.
- i. A rear license plate light shall be provided to meet Federal and State of West Virginia regulations.
- j. Two (2) LED back-up lights shall be provided which are adequate to meet Federal and State of West Virginia regulations.
- k. A wheelchair lift light shall be located inside the vehicle to illuminate the lift and surrounding area of the street. The light shall function automatically when the lift door is opened and provide illumination in accordance with FTA/ADA requirements. Installation of the light shall not intrude upon the headroom or effective width of the wheelchair access area.
- l. LED Marker, Cluster, and all other lights as required by State and Federal regulations shall be provided. Lights shall operate with or without engine running.
- m. The rear hazard flashers shall be activated when the lift operating circuits are energized.
- n. A low profile protected or guarded strobe light shall be installed at the rear of the vehicle. **The Division of Public Transit shall approve the type, installed location and process. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- o. Two fog lights shall be installed at the top of the front bumper with amber lens, and shall have a separate switch for the driver to operate as needed. Bulbs shall be easily accessible.
- p. Truck-Lite products or approved equal to be used. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

3.9.4 Interior Lights:

Provide description and detail with bid.

- a. One LED overhead entrance light together with the stepwell lights shall provide no less than two foot-candles of illumination on the entrance step tread, or lift with the door open. Outside light(s) shall provide at least 1 foot-candle of illumination on the street surface within 3 feet of the step tread outer edge. This

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system shall provide illumination automatically when the door is open and meet FTA and ADA Standards

- b. Overhead entrance and stepwell lights shall be wired to and be automatically activated by a door controlled switch. This circuit shall be switched on with the key in either the run or accessories position. Stepwell light shall be on the side away from wheel splash.
- c. An LED lighting system shall be provided. The system shall provide a minimum 8-foot candle illumination on a 1 square foot plane at an angle of 45 degrees from horizontal to be measured at seat level. All lights shall have lead wire long enough to remove light at least 6" from vehicle for service. All interior lights shall be grounded by an in-harness ground attached in the fuse panel to a common grounding point.

Fire Retardancy must meet or exceed FMVSS 302, ASTM-E 162 Surface Flammability, and Flame Spread Index F - 5<150.

Light fixtures shall be designed to prevent accumulation of dust, insects and other materials. Light fixture shall have an aluminum base and polycarbonate lens designed for easy maintenance and cleaning. Lens shall be effectively sealed such that incursion of dust and insects is prevented.

Light fixtures shall mount to the interior surface of the vehicle without requirement for perforation of that surface for other than threaded fasteners and wire. Light fixtures shall have formed endcaps that are shaped without sharp corners (rounded) and provide a finished appearance.

- d. Lift platform light installation shall be designed to illuminate the platform when deployed at floor level at no less than two foot-candles of illumination. The system shall provide illumination automatically when the lift door is open and meet FTA and ADA Standards. Light switch shall be door-actuated on-off.
- e. Red location indicator lights shall be provided above all emergency exits.

3.9.5 Wiring:

- a. All wiring shall be loomed and held in place by insulated clamps spaced every 12 inches on center. Wiring shall be system coded, numbered, or function coded. All wiring shall meet all state and federal regulations.
- b. The fuse panel box shall be large enough in order that the wires are not cramped and easily accessible for service. The panel door shall have enough space between door and panel in order that the door and wires do not touch when closed. **The Division of Public Transit shall approve size after bid award. Vendor shall supply description of panel to be used.**

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

3.9.6 Audible Alarms and Backup Cameras:

- a. A 12 volt dual horn shall be situated beneath the front end of the vehicle, protected from wheel wash.
- b. A rear alarm shall be provided that is clearly audible outside of the vehicle when the transmission is in reverse. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- c. An audible door ajar alarm shall be provided for any rear emergency door.
- d. A back up camera will be provided at the top rear of the bus. The viewing screen will be mounted to allow the driver a clear view of the area directly behind the bus. Location of the viewing screen will be determined by the successful vendor and the Division of Public Transit. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

3.9.7 Electrical Fuses/Circuit Breakers:

All fuses and/or circuit breakers other than the chassis OEM's shall be placed in single or multiple blocks, easily accessible so that the driver can change fuses or reset the circuit breakers. The box lid shall be side or bottom hinged and contains a visible circuit diagram of the electrical services. Any in line fuses shall be accessible.

3.10 HEATING AND AIR CONDITIONING:

3.10.1 Heating System:

- a. The heating system shall provide separate systems of heat for both driver and passengers as well as defrost air for the windshield. The windshield defrost system shall have a three-speed control. An auxiliary fan to circulate air and supplement the defroster is required (see 3.12). The system shall provide for comfortable temperature for passengers

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throughout the vehicle by providing a total of 120,000 BTU/hour output. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

- b. Approximately 20,000 BTU's shall be provided by the front system and shall be distributed as to direct sufficient heat for defrosting as well as driver comfort from the dash.
- c. Auxiliary heaters in the back of the vehicle shall be provided to ensure consistent heat distribution throughout the vehicle. Three-speed control for the auxiliary heater shall be provided. Rear heating output shall be at least 65,000 BTU/hr for the curbside heater and 65,000 BTU/hr for the street side heater. One of the two passenger heaters shall include a circulating pump. Circulator pump(s) shall be protected by a manual reset breaker or fuse. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- d. The windshield-defrosting unit shall have an extra adjustable defrosting unit centered to the right side window in the driver compartment. A screen is to be installed under the defrost vent holes to prevent foreign objects from falling into defroster motor. Defrost outlets (vents) shall be adequately placed to allow for the unit to defrost the front left and right side windows at mirror location.
- e. A stepwell system heater shall be provided to eliminate ice and snow build-up. The heater shall be electric and mounted to the underside of the first step. **Location to be approved by the Division of Public Transit. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

3.10.2 The following specifications are applicable to all vehicles furnished to these specifications. The air conditioning system shall use environmentally friendly R-134a refrigerant. The OEM supplied driver's area air conditioning system and passenger air conditioning system are completely independent of each other. The air conditioning system shall be **American Cooling Technology, Inc. (ACT) Model ACT-9323HD** or approved equal.

- a. The installed a/c system shall cool the interior of the vehicle to seventy-two degrees Fahrenheit (72F). The cooling mode shall be capable of reducing the interior of the vehicle from 110 degrees Fahrenheit (110F) to 90 degrees Fahrenheit (90F) in less than 20 minutes after engine startup under the following conditions: (1) engine speed shall be limited to fast idle that may be activated by a driver controlled device; (2) the vehicle shall be parked in direct sunlight with the ambient temperature of 100 degrees and the relative humidity less than 20%; (3) there shall be no passengers on the vehicle and the doors shall be closed; (4) the cooling mode may operate independent of the propulsion system and outside air may be cut off during the cooling down period.

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- b. Dual compressors (minimum) in addition to the OEM supplied compressor are required and each shall be driven off the vehicles engine and have a rating of nominal ten (10) cubic inch displacement. All lines and hoses which pass within the engine compartment must be routed, secured, and protected so as not to interfere with access to other engine systems, particularly those involved in routine servicing or which generate significant amounts of heat or electrical current. **Compressors whether OEM chassis supplied are included as part of the vehicle warranty. The a/c manufacturer shall be responsible for the warranty for the passenger area a/c system and the chassis manufacturer is responsible for the OEM supplied warranty. If the chassis supplied in-dash a/c system is supplied by the manufacturer of the passenger area a/c system then the entire a/c warranty must be covered by the a/c manufacturer. It is recommended that the vendor submit description, warranty documentation, and literature for the a/c system as part of the bid package.**
- c. Dual skirt mounted condensers for the passenger area a/c system shall be a combined minimum of 125,000 btu/hr. Each condenser shall have a minimum of two (2) fans. The condenser fans and motors are to be mounted on the condenser per the a/c manufacturer's specifications to increase airflow and improve ease of serviceability. Condenser coil shall be copper tube, expanded into aluminum fins. Integral high/low pressure switch protection to be wired into the compressor clutch circuit and/or low pressure side of the a/c circuit and high pressure switch protection shall be wired into the liquid line and/or discharge side of the a/c circuit. The fans shall be dynamically balanced with permanent magnet, totally enclosed sealed motors. The condenser shall blow air on an angle down from the vehicle chassis to prevent recirculation of hot air. The condenser shall be installed in such a manner to assure the entire coil face is exposed to fresh air from the outside of the vehicle (the skirt of the vehicle shall not in any way interfere with direct airflow through the coil). Each skirt mounted condenser shall have a sight glass and a filter drier. The condenser shall be mounted on the street side (driver's side) of the vehicle. American Cooling Technology, Inc. (A.C.T) or Thermo King or approved equal shall be utilized. **Each condenser shall have rubber mud flaps hung both fore and aft of each condenser (Total of 4). It is recommended that the vendor submit description, warranty documentation, and literature information for a/c system as part of the bid package.**
- d. The rear evaporator shall have a minimum rating of 86,000 btu/hr. The evaporator shall have a minimum of three (3), 3-speed, continuous duty, permanently lubricated blowers and total airflow shall be a minimum 2100 CFM. The evaporator shall include dual thermal expansion valves. A single externally equalized thermal expansion valve is acceptable. Evaporator frame assembly shall be galvanized heavy-duty metal with integral drain pan and cleanable/washable filter(s). The evaporator cover shall be made of durable ABS plastic and must conform to FMVSS 302 fire retardant specification standards.

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- e. Airflow from the in-dash evaporator must be able to divert air to the defroster(s). In-dash evaporator shall not interfere with removal or replacement of the engine cover or be blocked by the door control mechanism. The in-dash evaporator shall be rated at a minimum 20,000 btu/hr.
- f. All evaporators (in-dash and passenger compartment) must have two (2) independent drain lines with a check valve to maintain positive condensation flow which is routed through the floor to the outside of the vehicle. All condensate drain lines must be concealed.
- g. The in-dash evaporator shall be rated at minimum 20,000 btu/hr and have minimum 2-speed continuous duty permanently lubricated motors. In-dash blower assembly shall be rated at minimum 500 CFM. The coil shall be copper tube with aluminum fins and the frame and coil end sheets shall be galvanized heavy-duty metal. THE IN-DASH EVAPORATOR AIRFLOW SHALL BE SUFFICIENT TO ASSURE ADEQUATE AIRFLOW THROUGHOUT THE DRIVERS COMPARTMENT. **It is recommended that the vendor submit description, warranty documentation, and literature information for the a/c system as part of the bid package.**
- h. The passenger area a/c system shall include a supplemental evaporator rated at minimum 35,000 btu/hr mounted directly behind the driver on the street side (driver's side) interior wall adjacent to the passenger entrance door. Airflow shall be directed by deflectors (louvers) or ducting in such a manner as to blow into the driver's compartment and toward the entrance door. Dual drain lines shall not be visible and shall exit the vehicle through the floor of the vehicle.
- i. The passenger area a/c system shall be separately controlled from a supplemental driver's control panel located at the driver's position. Controls shall include an on, off, three (3) speed blower switch and rotary thermostat.
- j. The components of the a/c system shall be accessible for maintenance. Refrigerant hoses shall be model G-134 EZ-Clip or approved equal. **It is recommended that the vendor submit description, warranty documentation, and literature for the a/c system as part of the bid package.**
- k. Air conditioning electrical circuits shall be protected by reset circuit breakers and thermal relays.
- l. Vendor shall provide a list of authorized service companies (with addresses) which stock repair parts in the state of West Virginia or those closest to the purchaser's area and who is authorized to perform warranty and service on the products furnished.

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- m. The vendor shall provide one (1) copy of complete installation, maintenance, and operating instructions for each different model, size, and type of equipment. This information shall be furnished to each transit system.

3.11 ROOF HATCH:

Vehicles shall be equipped with two (2) 23"x 23" minimum, vent/ escape hatches. Specialty Manufacturing, Transpec, or approved equal. Roof hatch must meet or exceed all federal regulations, which are listed under Standard No.217; Bus Emergency exits and window retention and release S5.2.3.2 #4b found at <http://www.fmcsa.dot.gov/rules-regulations/administration/fmcsr/fmcsrruletext.aspx?reg=571.217>

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

3.12 INSTRUMENTS AND CONTROLS:

As a minimum the following instruments are to be provided:

- Electric Speedometer with recording odometer
- Electric Engine tachometer
- Voltmeter
- Electric Oil pressure gauge
- Electric Fuel tank level gauge
- Headlight high beam indicator
- Parking brake indicator
- Power port for cell phone—supplied by manufacturer
- Directional signal and synced, side mounted flasher
- Engine hour meter
- Electric coolant temperature gauge
- Shift lever with interlock

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. Instrument panel shall be mounted ergonomically in a wrap-around, soft touch automotive style.

All vehicles shall be equipped with a separate dash illumination control.

All vehicles shall be equipped with a durable digital clock installed in the upper front center position of the vehicle. The clock, with a minimum area of 8 inches x 3 inches, shall be of sufficient size to allow for passenger viewing.

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Circulation Fan

Two (2) two-speed heavy duty commercial vehicle circulation fans shall be provided in the driver's area for increased circulation. The fans shall be a minimum of 6" in diameter with at least a three-position control switch. Location will be approved by the West Virginia Division of Public Transit. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

3.13 BODY

3.13.1 General:

The body shall have a metal frame providing a complete cage. Steel cage should be at least 14 gauge and 1 ½ " x ¾" steel box tubing, or approved equal for the passenger compartment and shall be integrated into the cab structure to provide a unified crash resistance structure. Body shall be built as an integral unit mounted on chassis and adequately reinforced at all metal framed joints where stress concentration may occur. One-inch high-density polystyrene insulation or polyurethane foam sandwiched between 3/16" luan with an R-8 value is acceptable. Only a continuous weld of body mount brackets is acceptable. Front end support members shall be strengthened to properly support the dash and vibration of the vehicle. Body mounts must be positioned so that they will not interfere with suspension components. **Honeycomb fiberglass and two-sided tape construction is not acceptable. Vendor is recommended to supply description, methods of joining and assembling components or sub assemblies, method of attaching the body to the chassis, warranty information and literature of product with bid.**

- a. Federal and state requirements including FMVSS #220 Rollover Protection is 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 joining. The end posts shall be designed to standards, as required by federal and state standards for shear, static load on roof and side panel impact protection.
- b. Before assembling, all non-anodized painted metal body parts shall be given thorough multiple stage anti-corrosion treatment and zinc chromate type prime paint shall be applied to both aluminum and steel.
- c. All nuts, bolts, clips, washers, clamps and like parts shall be given a coat of primer paint as additional protection against corrosion. **All exterior screws and bolts shall be stainless steel.**

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- d. Interior surfaces of any exterior painted body panels and posts, which are covered by trim materials, shall be given a coat of primer paint as additional protection against deterioration.
- e. All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate type or acceptable substitute.
- f. All interior panels shall be riveted, welded or fastened to the body frame. All fasteners shall be installed to resist vibratory loosening. Exterior seams shall be constructed in such a manner that they shed water; the leading panel shall be lapped over the following panel 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 of zinc chromate type tape, butyl rubber type, or approved equal.

Body shall be thoroughly water tested and made tight to prevent leakage.

- g. All vehicles purchased under this contract shall, during the course of manufacture and prior to acceptance, 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. **The vendor shall provide water testing procedure with the bid.**
- h. All exposed surfaces and edges shall be smooth, free from burrs, and other projections and shall be neatly finished.
- i. Lower skirts to be of thick molded fiberglass or galvanized steel. Skirt seams **MUST** be placed above the wheel wells or adjacent to one of the A/C skirt condensers only.

3.13.2 Body Panels:

- a. Roof and side panels shall be aluminum, FRP, galvanized steel, or approved equal with one-inch (minimum) thick rigid foam insulation or equivalent. Side panels above the floorline shall be aluminum, FRP, galvanized steel or approved equal on the exterior of one-piece construction firmly attached to the frame structure to present a smooth appearance. **Application of exterior sidewalls with two sided tape or adhesive alone is not acceptable.**
- b. Skirt panels below the floorline shall be detachable and separate from the above panels for ease of maintenance and repair. Seams MUST be placed only above wheel wells or adjacent to the A/C skirt condenser. **It is recommended that the vendor submit schematic with the bid.**
- c. A galvanized steel or aluminum underfloor shall be provided for the whole section of the passenger compartment.
- d. Interior and exterior panels of unit shall be riveted and/or bolted to frame members.

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- e. A one-piece roof shall be provided to minimize water leakage problems.
- f. Step wells shall be steel or approved equal, one-piece construction welded into the floor and side structures.
- g. Wheel housings shall be steel and provide clearance for wheels equipped with chains and to allow a wheel to be removed with the vehicle jacked on the rear axle. There shall be a flexible valance to minimize wheel splash.
- h. Insulation of rigid closed cell polystyrene, polyurethane foam, 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 construction. **It is recommended that the vendor specify type of insulation with their bid, with documentation that it is flame retardant and non-toxic.**
- i. 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 or sprayed urethane.

3.13.3 **Roof Gutters:**

Water deflecting roof gutters shall be provided over ambulatory and wheelchair accessible doors and over the driver's windshield.

3.13.4 **Doors-Access and Entrance/Exit:**

- a. **Access Doors:** Access doors shall be provided where necessary to service transmission, engine, radiator, batteries, air conditioning, and radio system components.
- b. **Ambulatory Passenger Doorway:** A driver operated 2 leaf, outward opening passenger access door shall be located toward the front of the right of the vehicle. Dimensions shall be:

Overall Clear Height	Approximately 80" or more
Overall Clear Width	Not less than 30"
Tread Depth	Minimum of 9"
Riser Height	Maximum of 9"
Distance Step to Ground	Maximum of 12"

The door shall be fully glazed or provided with upper and lower windows allowing the driver an adequate view of the curbside area outside of the door. **Tempered safety glass shall be used.**

When the door is closed, the lower step may protrude up to 1.25" beyond the closed door.

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

- c. **Door Operating Mechanism:** Door mechanism shall be all electric gear driven mechanism that shall be located in a panel above the door. Door shall be key operated from the outside and by rocker or toggle switch from the driver's console. **Vendor shall supply description of system with bid.** Permanently lubricated hinges or pivot pins shall be installed on the door cam arms on top of hex shaft on door leaves. Door must have an emergency release in case electric is not properly working.
- d. Stepwell shall be constructed of one piece of corrosion resistant material adequately reinforced to prevent deflection. Individual risers shall not exceed a maximum of 9 inches in height and in the case of more than one riser, all shall be the same height. Tread depth must be a minimum of nine inches. The bottom step shall be reinforced to minimize damage to this area. The stepwell heater shall be an electric pad or stainless steel system.
- e. Doorway shall be an integrally welded steel structure with a surround and header of minimum 10-gauge steel.
- f. **Non-Ambulatory Passenger Entrance/Exit:** A manually operated 2-leaf wheelchair entrance/exit door, capable of being locked, shall be located behind the rear wheels. Door leaves shall be provided with air cylinder or other approved sturdy means of securing it in the open position.
- g. A minimum clear vertical distance of 68 inches is required.
- h. Overall door width of approximately 40 inches. The door width must provide operating clearance for a lift meeting the requirements of the lift section.
- i. Doors shall be fitted with heavy-duty full-length piano hinges.
- j. 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.
- k. If a plunger type switch is installed, 2" x 2" striker plate to be placed on the wheelchair entrance door in front of the interlock system and no screw shall be used. If the switch is a magnetic proximity switch, the striker plate is not necessary.
- l. Air springs shall be heavy, riveted to body and door or double nut and lock nut. Air springs will firmly secure the door in the open position.

3.13.5 **Floor Construction and Covering**

- a. Floors shall be constructed of a minimum of three-fourths (3/4) inch, five ply, exterior BC grade (or better) pressure treated water-resistant plywood firmly secured to the floor structure.

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- b. Floor covering shall be laid without gaps or openings. Joints shall be filled with color matching material so as to be tight against any influx or seepage of water and all edges to be sealed. Stepwells and walkways to be contrasting color for higher visibility.
- c. Floor shall be laid in such a manner as to be free from squeaking.
- d. All flooring shall be RCA Transit Flooring, Altro, or Approved Equal. **Floor covering to be BLUE and shall contrast with seat cover colors. Vendor to supply sample of flooring. Color will be selected by the Division of Public Transit.**
- e. Entrance area shall be covered with three-sixteenths (3/16) inch floor covering, Talon Tread or approved equal. All step edges to be marked in accordance with FTA/ADA requirements. **(Grit Style Yellow is the preferred color). It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- f. Floor covering under seats shall be three-sixteenths (3/16) inch smooth floor covering.
- g. Aisle front entrance and securement areas shall be covered with three-sixteenths (3/16) inch floor covering.
- h. A Standee Line is required. Color to be the same as the step nosing. **(Yellow is the preferred color).**

3.13.6 **Insulation**

- a. Insulation of rigid closed cell polystyrene, polyurethane foam, polyurethane foam, 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 type of insulation with their bid together with evidence that it is flame retardant or sprayed urethane and non-toxic.
- b. The vehicle shall be fully undercoated and rust proofed at the point of manufacture before delivery. **Ziebart, Tectyl, Symtech or approved equal shall be used. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

3.13.7 **Bumpers:** Unpressured, self contained, self restoring, energy absorbing bumpers of the HELP (Romeo Rim or Approved Equal) system shall be fitted to the front and rear of the vehicle. Brackets will be constructed in a manner to allow for vehicle towing and to support vehicle on jack stands. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

3.13.8 A 2" minimum rubber rub rail installed at floor level shall extend the full length of each side of the vehicle.

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3.14 WHEELCHAIR LIFT

A Braun Millenium Series, Ricon, or Approved Equal lift shall be provided that complies with ADA requirements and the floor structure sufficient to support the load of the lift. Platform width shall be 31" minimum. A threshold warning signal which meets the NHTSA FMVSS platform lift systems for accessible motor vehicles shall be a visual and audible alarm, warning the lift user that they are within (18) eighteen inches of the platform and the platform is more than (1) one inch below the vehicle's floor reference plane and if any portion of the platform threshold area were occupied by any portion of the lift occupant's body or any piece of equipment. Audible alert alarm shall be at least 85 dBA and the visual alert alarm shall have a frequency of 1 to 2 HZ. The lift shall include a safety belt that is attached to the dual handrails for added passenger security.

The lift shall meet the NHTSA FMVSS platform lift systems for accessible motor vehicles in all areas, but not limited to minimum platform dimensions, maximum size limits on protrusions and other hardware, handrails, retaining barriers, and performance standards. A safety strap from handrail to handrail is required. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

Lift Installation

- a. The lift shall be installed by bolting through the floor into structural steel that is an integral part of the body underfloor structure.
- b. 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 accessible for service. In the event of power failure, the deployed lift platform shall be able to be lowered manually with passengers and raised without passengers.
- c. System control valve shall be solenoid controlled and shall be accessibly mounted for easy maintenance. All lift components shall be either inside the vehicle or enclosed and protected from water wash.
- d. Electrical control switches shall be completely weatherproof and labeled as to function. All switches shall be of the momentary type.
- e. A caution sign shall be prominently displayed in full view of persons standing at the curbside of the vehicle as a warning to stand clear for lift operations.
- f. An interlock system shall be provided which renders the lift inoperative unless the transmission shift lever is in the "Park" position, and the emergency brake is applied. The Intelligent Interlock System or approved equal shall be used. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- g. Activating the lift circuitry will cause the rear hazard lights to flash.

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- h. Wheelchair lift shall have a grounding strap from the chassis frame to the lift frame.

3.15 SEATING AND SECUREMENT

A minimum seating capacity of 23 passengers and two wheelchair positions is required using forward facing flip seats where necessary with their bids. **Seating diagrams shall be provided with bid submittal.**

Passenger Seats

- a. Seats shall be Freedman or approved equal, Mid-high back doubles with semi-bucket and contoured configuration. Seats shall be spring base with a minimum of 5 inches of foam padding. Upholstery shall be hybrid grade 3.5 or higher with ABS Knee-Saver back. **Description of offered product to be provided with bid submittal. Two (2) seat belt extenders shall be provided per vehicle ordered.**
- b. A padded grab rail shall be provided on top of each forward facing seatback and all foldaways. Grab rail does not have to be on rearmost seats.
- c. The seats shall be equipped with the Freedman USR (under seat retractor) system or approved equal and shall comply with FMVSS 210. Belts shall be fully retractable into housings and shall not touch the floor at anytime. All belts shall be permanently kept in the correct position for securement applications. **It is recommended that the vendor submit description, warranty information and literature information of product with bid. Vendor shall supply the FMVSS report for the seating.**
- d. Seats shall use a single T pedestal leg with black painted finish and side rail for mounting.
- e. **Priority Seating:** Appropriately positioned signs shall indicate that the first two rows on each side are designated as priority seating for the elderly and persons with disability.
- f. Seats shall conform to the following dimensions:

Width per passenger -	18 inches minimum
Height of seat cushion -	18 inches minimum above floor
Depth of seat -	17 inches maximum
Height of seat back -	23 inches maximum (except rear row)
Hip-to-Knee room -	27 inches minimum
Aisle width -	14 inches minimum
- g. Seats and seating shall comply with the following FMVSS Standards:

207	Seating Systems
208	Occupant Crash Protection
209 & 210	Seat Belt Assemblies and Anchorage
- h. A fold up armrest will be provided on each aisle seat only. Seat shall have FMVSS certified seat-belts with retractor. Seat shall have a minimum of 4 inches fore and aft adjustment. Seat installation shall allow for unimpeded movement over the whole seat range. Seats in back row should be high back.

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- i. **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, 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.**

3.16 MOBILITY AID SECUREMENT

A restraint system shall be provided for the occupant of the wheelchair at each wheelchair position. The restraint system shall be a seat belt assembly permanently attached to the floor or side of the vehicle or to the wheelchair lock supports. The restraint system shall be capable of securing a passenger in all types of wheelchairs or Scooters, while the chairs are locked in position. The seat belt shall be at least eighty (80) inches long and shall be easily fastened and unfastened by the wheelchair occupant. Each seat belt shall be equipped with a retractor or other device, which keeps the seat belt webbing or strap off the floor when the seat belt is not in use. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

A complete retractable wheelchair and occupant restraint system with S-Hooks shall be installed at each wheelchair location. The system will have automatic belt retractors; tensioning knobs; and easy to use tension release mechanisms. The system shall be a Sure-Lok Titan AL712S-4C; Q-Straint QRT Deluxe; Secura brand, or approved equal with the brand appropriate L-Track System to be used. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

- Wheelchair retractors shall be fully automatic, auto locking and self-tensioning.
- Retractors shall automatically remove any slack in the webbing after they are secured to the wheelchair.
- Retractors are self retracting; therefore no belts are left on the floor, keeping them cleaner and longer lasting.
- Retractor shall have a "LOCKED" indicator tag and shall only be visible when the retractor is in the LOCKED mode assuring the retractor is not in the release condition when properly secured to the wheelchair.
- Retractors shall be heavy duty with heat treated structural components and plated for superior corrosion resistance.
- Retractors shall have a chrome plated metal cover for long lasting protection.
- Retractors shall have BLUE webbing and the occupant restraints shall be of a contrasting color for easy identification in the field.
- Retractors shall be designed to be low profile to fit under most wheelchair foot rests.
- Retractors shall be equipped with anchoring points for the attachment of the occupant restraint lap belts.
- Retractors shall be able to be used with a variety of shoulder/lap belt combinations.
- Retractors shall have manual knobs for additional tightening if needed.
- Retractor shall be able to secure a wheelchair with one hand in as little as 10 seconds.
- Retractors shall have a warranty period of 3 years and shall have a manufacturing label to identify the part number and date of manufacture for easy traceability.

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- Retractors, occupant restraints and anchoring equipment shall be installed in accordance with the manufacturer installation instructions and recommendations.
- Retractors and occupant restraints shall meet or exceed but not limited to the following specifications: 30mpg/ Impact Test Criteria per SAE J2249; ISO 10542; Canadian Z605; National Standards for School Buses; ADA (CFR Part 38); FMVSS 209, 222 and 302.

Vendor will include four (4) 16" quick straps or approved equal for each securement location.

3.17 PASSENGER ASSISTS

Passenger assists shall be constructed of seamless stainless steel tubular stock having an outside diameter of between 1.25 inches and 1.50 inches and shall be provided as specified below on all including. Assists shall be securely installed to prevent passengers from moving or twisting the assists when grasped.

- Assists shall be securely installed as inclined hand rails approximately 30 inches above the step treads on both sides of the passenger step well.
- Passenger assists shall be provided as floor-to-ceiling vertical stanchions at the top of the steps on both sides of the step well and shall be fully padded above seat level.
- 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 interfere with wheelchair operations.
- Passenger assists shall be provided as vertical stanchions, padded above seat level, elsewhere within the vehicle including the driver's barrier (see 11.4) and behind the rearmost passenger seats.

3.18 MODESTY PANELS

- a. Sturdy modesty panels constructed of padded material complementing the interior trim shall be provided ahead of the forward row of seats on both sides the aisle. A full height ¼" LEXAN translucent barrier shall be provided behind the driver's seat and above the modesty panel. **Installation of modesty panel must be approved by the Division of Public Transit.**
- b. A stanchion with crossbar and a ¼" Lexan translucent barrier extending from 3 inches below top of adjacent seat to ceiling shall be provided behind the rearmost passenger seat, between the lift and the rear seat.

3.19 WINDOWS/GLAZING

- a. **Windshield** shall be OEM tinted. Windshield shall be 2 pieces and laced in, but "not glued."

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Windshield Wipers shall be three-speed (intermittent, low and high) heavy duty with washers that are automatically controlled by the driver. An exterior access panel shall be provided below windshield for servicing of wiper motor.

- b. **Passenger Windows** shall be T slider top mounted with at least two curbside and two street side hinged to provide emergency egress. The location of the egress windows shall minimize interaction with the location of any folding seats to the extent that this is practical. Emergency exits are to be denoted with fade and peel resistant decals. Size shall be approximately 36 inches wide by 36 inches high with 1/8 inch AS-2 tempered glass tinted for 31 percent transmittance. Heavy Duty latches are to be used on all windows.
- c. **Passenger Door** panels shall have full height AS-3 tempered glass windows for maximum visibility of the curb.
- d. **Lift Door Windows** shall incorporate a large single window consistent with the other passenger windows.
- e. **Rear Windows** where a rear emergency door is not provided, the rear window shall be the largest possible hinged emergency egress type. **Vendor shall submit dimensioned diagram with bid.**
- f. **Driver's Window** shall be sliding two-piece or have an opening section large enough for easy access to mirrors or payment of tolls, etc.

3.20 MIRRORS and SUN VISOR

- a. **Exterior:** Two 8-1/2" x 13-1/2" (minimum size) fully in two planes adjustable mirrors shall be provided; one located at the left front body corner and one provided curb side of the vehicle. **The mirrors shall be remote controlled and shall be heated. Crossover mirrors are not acceptable. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- b. **Interior:** Vehicle shall be equipped with rectangular flat mirror with a viewing area of at least 6"x 16". This mirror will be centered in the upper forward position of the vehicle.
- c. **Sun visors:** Driver's sun visors shall be provided for both the windshield and the driver's window.
- d. **Driver's courtesy lights:** shall be located to the left rear (upper) side of compartment and will allow for full movement of left side sun visor.
- e. **Fresnel Len:** Each vehicle shall be equipped with a large Fresnel flat, wide-range lens, approximately 11x14 inches, ready for installation/placement by the purchaser upon delivery of the vehicle.

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3.21 MUDFLAPS

Rubber mud flaps shall be provided at all wheels. No hard plastic shall be permitted.

3.22 RADIO INSTALLATION/ VEHICLE COMMUNICATION

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

- a. The vehicle shall be provided with adequate grounding material at roof level or at side level as directed for a radio antenna. Such material shall provide direct grounding to the main vehicle body frame.
- b. A conduit or other path shall be provided for an unexposed antenna cable routing between the antenna mounting area and an area to be provided for installation of a mobile radio receiver within easy reach of the driver, together with the necessary wiring for a power supply.
- c. Vendor shall supply a ground wire, loom (conduit) and pull wire. A power wire is not necessary.

3.23 AM/FM CD/Clock Radio

Vehicle shall be equipped with the OEM's deluxe digital AM/FM and CD clock radio stereo with a 6-speaker system for the passengers. Deluxe aftermarket radio manufactured by Panasonic with clock and CD feature is an approved equal. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

One (1) additional speaker shall be installed in the driver's door or driver's side of the dashboard

3.24 STORAGE COMPARTMENT

- a. A storage compartment capable of accommodating jumper cables, seat belt cutter, and other items shall be provided in the front header above the driver. The compartment will be provided with a latching or other mechanism to hold it in the open position.
- b. Bottom hinged compartment doors will be provided with restraint straps to limit its movement to 90 degrees. **The Division of Public Transit must approve location and size.**
- c. Tuffy storage boxes are accepted as an approved equal when no room is available as specified. Floor mounted to curbside of engine cover. **The Division of Public Transit must approve location and size.**

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3.25 EMERGENCY /SAFETY EQUIPMENT:

- a. **First Aid Kit:** First-aid kit shall comply with Federal Motor Vehicle Carrier Safety Regulations Part 393(h), Section 393, Part 96(c), with a minimum of 15 units. First-aid kits shall be mounted so as to provide for easy access but away from foot traffic in the event of an accident.

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

- Instant Cold Pack (1)
 - Certicaine Burn Spray (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 yds. Gauze Bandage
 - ½" x 2.5 yds. Adhesive Tape
 - Burn Ointment (1/8 oz.) (4)
 - Insect Sting Swabs (4)
 - PVP Iodine Swabs (4)
 - Tweezers (1)
 - Scissors (1)
 - Safety Pins (5)
- b. **Fire Extinguisher:** A 5 lb. dry chemical fire extinguisher with a minimum of a 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.
- c. **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.
- d. **Bloodborne Pathogen Protection Kit:** A 10 unit (minimum) kit (Alabama Approved) housed in a polypropylene or metal box and containing at least the following items:
- Gown/Cap (1)
 - Goggles (Eye Shield) (1)
 - Mask (1)
 - Sets of Gloves (3)
 - Infectious Liquid Control Powder (2 oz.)
 - Scraper (1)
 - Red Bio-Hazard Bags with Ties (2)
 - Crepe Towels (2)

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Antiseptic Towelettes (4)
Disinfectant Towelette (4)
Mouth-to-Mouth Barrier (1)
Scoop Bag (3)

- e. **Seat Belt Cutter:** A Sure-Lok model # 8705 or approved equal, shall be secured in the storage compartment of the vehicle.
- f. **Wheel Chocks:** Each vehicle will be equipped with one (1) set of wheel chocks with storage.
- g. **Two Mylar emergency blankets:** 2 emergency blankets in case of emergency or accident. Blankets need to be folded, sealed, and stored.
- h. Provide and install REI Bus-Watch system with DBW 320g hard drive, seat-mounted security box with keys and four (4) color dome cameras per bus. Extra 320g hard drive required. Locations of cameras to be selected by the Division of Public Transit.

3.26 FIXED ROUTE PACKAGE

- a. **Front and side digital destination signs** shall be provided. A lightweight all LED sign that provides a wide viewing angle for visibility at day or night with automatic brightness adjustment. Signs must be compatible with Windows 95/98/2000/XP/Vista or NT message programming platform for easy transit system use. The signs must come with all accessories in order for the transit systems to be able to change routes daily if needed, including an operator control unit (OCU) with PC card port for data uploading will be required for each bus along with a 12V DC converter. The destination signs must meet all ADA standards and must have a minimum operating life of 100,000 hours. The sign shall be fasten to body of the vehicle on the top and bottom of each destination sign to secure and eliminate all movement. Brackets should be used in addition to normal installation procedures to secure signs at the top and bottom. **The Division of Public Transit shall approve size and location of windows. It is recommended that the vendor submit description, warranty information and literature information of product with bid.** Twinvision or Approved Equal shall be supplied. **Programming shall be supplied with each model year orders.**

Dimensions: FRONT- All LED 16x160 small pitch sign with display area of 6.1 x 47 and a case size of 8.9 x 49.9 x 2.75. SIDE- All LED 14x72 with display area of 4.25 x 28 and a case size of 6.9 x 30.75 x 2.5. All programmable software and hardware is to be provided. Customer support shall be provided.

- b. Control panel for the signs shall be located at a position convenient for driver operation and shall be approved by the Division of Public Transit. **It is recommended that details of control panel design and placement be submitted with the bid.**

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- c. Farebox provision pre-wiring and stanchion for the farebox installation shall be provided to the right of the driver's seat, beside of the driver's modesty panel.
- d. Mobile PA with Boom Mic and with one external speaker and 4 internal speakers shall be provided. P.A system shall be separate from radio system. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**
- e. A pull cord system stop request and chime with touch tape at wheelchair positions and drop cords between windows shall be provided. The visible colored light must display "Stop Requested." The request system must meet all ADA standards. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

3.27 MANUALS

The contractor shall supply at the time of delivery of the vehicles, each Transit Authority the following Manuals:

- One (1) Chassis Operators Manuals per vehicle
- One (1) Bus Body Operators Manuals per vehicle
- One (1) Chassis Service Manuals per Transit Authority
- One (1) Chassis Parts Manuals per Transit Authority
- One (1) Vehicle Body Service Manual per Transit Authority
- One (1) Vehicle Body Parts Manual per Transit Authority
- One (1) wiring schematics of auxiliary circuits per Transit Authority
- One (1) copies of any other necessary print need for the maintenance of the vehicle.

3.28 PAINTING, FINISHING, AND SIGNAGE

a. Interior Panels and Ceiling:

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 Division of Public Transit.**

b. Interior Decals:

- 1) "No Smoking" sign shall be installed on the driver modesty panel.
- 2) "All Passengers Are Required to Wear Seat Belts When Vehicle Is In Motion" sign shall be installed on the driver modesty panel.
- 3) "Clearance ___ feet _____ inches" above driver's visor. (These specific figures on clearance will be determined by exact dimensions of vehicle.)
- 4) Emergency Telephone Numbers
 - Police:
 - Ambulance:

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Fire:

Transportation System:

5) Emergency Equipment sign shall be applied to the storage compartment above the driver's seat.

6) Priority Seating Decals: shall be supplied for the first two fixed, forward facing seats on both sides.

c. **Exterior 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 in a basic white or light cream color as furnished by the chassis manufacturer. One or more horizontal reflective decal stripes shall encircle the vehicle immediately below the window line. Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals.

d. **Exterior Paint Scheme:**

Paint schemes and paint colors of the agencies receiving the vehicles will be furnished to the successful Vendor. Each agency will have a logo and striping scheme. Each agency's logo and striping scheme will have at least **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.

e. **Exterior Signage:**

The following internal and external signage is required. Lettering to be Helvetica Medium. Numbers to be 4 inches unless otherwise specified for external signage. **Full details of size and location will be agreed upon between the Division of Public Transit and the successful bidder.**

f. **Exterior Decals:**

- 1) "This Vehicle Makes Frequent Stops" on the backdoor of the vehicle.
- 2) The International Wheelchair Accessibility Symbol on the backdoor of the vehicle.
- 3) "CAUTION: LOADING AND UNLOADING PASSENGERS"
- 4) "THIS VEHICLE STOPS AT ALL RAILROAD CROSSINGS"
- 5) "CAUTION: STAND CLEAR OF LIFT" on curb side of bus near lift

g. **Exterior Reflective Vinyl Tape:**

The vehicle shall be striped from front to back with exterior white reflective vinyl tape around the egress passenger windows, meeting DOT-C2 standards.

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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 at least 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. **The exact location and size will be agreed upon between the Division of Public Transit and the successful bidder.**

3.29 OPTIONS

OPTION A: BRAKE RETARDER:

A Telma Retarder or approved equal shall be provided. The Brake Retarder shall be equipped with an on/off switch. The brake shall be mounted between the transmission and rear axle. The brake shall be of sufficient capacity to match the GVWR of the vehicle. The brake control that energizes the brake coils shall be either electronic or mechanical and be compatible with ABS brakes. The controller shall be activated by stage switches engaged by the brake pedal movement. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

OPTION B: ROOF MOUNT A/C CONDENSER SYSTEM:

A six fan outside roof top a/c system which meets the requirements of Section 6.2, and includes an upgrade of a 270 amp alternator. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

THE ROOF SECTION IS TO BE REINFORCED WITH ADDITIONAL ¼ inch C CHANNEL METAL TO THE STRUCTURE UNDER BODY TO SUPPORT THE A/C CONDENSER TO CONTROL FLEXING OF THE ROOF AND A/C UNIT.

OPTION C: EMERGENCY REAR EXIT DOOR:

A full rear emergency exit door with a minimum clear opening of 37x65 shall be provided. Emergency exit door shall be available on all floor plans. Cam over style hold back shall be mounted from door to door header to hold door open in case of an emergency. **It is recommended that the vendor supply floor plan with this option.**

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

OPTION D: FRONT CURBSIDE LIFT:

Lift to be located on the curbside right near the first 2 rows of seating.

OPTION E: CHILD RESTRAINT SEAT:

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Option to upgrade one double mid-high to a double child restraint seat. Integrated child restraint seat which is capable of securing a child between the heights of 33" and 49" with weight between 20 to 60 lbs. Instructions for the securement shall be printed on the seat and shall be easy to understand. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

OPTION F: CLOTH PASSENGER SEATS:

A minimum commercial grade cloth #4 shall be used on passenger seats. See section 11.1 for description of seat. **It is recommended that the vendor supply a sample of the grade of cloth with bid.**

OPTION G: AUTOMATIC TIRE CHAIN DEVICE

Onspot, Rotogrip, or approved equal Automatic Tire Chains shall be provided. An automatic tire chain device that lowers tire chains between the tire and the road surface at the touch of a button mounted on the dashboard shall be provided. Compressor shall be in an enclosed compartment inside of vehicle. **NO OPTION H WITH THIS SELECTION. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

OPTION H: REAR AIR SUSPENSION

A Granning or approved equal air suspension shall be provided. The air tank shall be equipped with a drain valve, which can be remotely actuated from some convenient location without having to go under the vehicle. **NO OPTION G WITH THIS SELECTION. It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

OPTION I: SECURITY CAMERA PLAYBACK SYSTEM

Provide an REI Bus-Watch playback system with 2 extra 320GB hard drives and a 17" color flat screen monitor. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

OPTION J: VEHICLE SKIRT PAINTING

The body skirt and chassis's low cab of vehicle shall be painted. The Division of Public Transit shall approve and supply vendor color(s) for the body skirt and chassis's lower cab.

OPTION K: THREE QUARTER BODY PAINT WITH EXPANDED GRAPHICS

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

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OPTION L: FULL BUS BODY PAINT

The vendor shall supply a full bus body paint for each vehicle ordered. Vendor should supply a sample paint chart with bid. The West Virginia Division of Public Transit will select the colors for each vehicle to be painted.

OPTION M: EXTENDED LENGTH BODY TO INCREASE CAPACITY BY 4 PASSENGERS

Extended length to increase capacity by four passengers- chassis capable of accommodating front or rear lift configuration.

OPTION N: EXTENDED LENGTH BODY TO INCREASE CAPACITY BY 8 PASSENGERS

Extended length to increase capacity by eight passengers-chassis capable of accommodating front or rear lift configuration.

OPTION O: BASE VEHICLE SUBSTITUTE FREIGHTLINER M2 TRUCKBUS STYLE CHASSIS OR APPROVED EQUAL

Provide a base bus on the Freightliner MS Truckbus chassis, or approved equal.

OPTION P: EXTENDED CHASSIS LENGTH TO INCREASE FREIGHTLINER M2 TRUCKBUS (OR APPROVED EQUAL) CAPACITY BY 4 PASSENGERS

Extended length to increase capacity by four passengers - chassis capable of accommodating front or rear lift configuration.

OPTION Q: EXTENDED LENGTH BODY WITH FREIGHTLINER M2 STYLE CHASSIS (OR APPROVED EQUAL) TO INCREASE CAPACITY BY 8 PASSENGERS OR APPROVED EQUAL

Extended length to increase capacity by eight passengers - chassis capable of accommodating front or rear lift configuration.

OPTION R: TRANSIT RACKS FOR 2 BICYCLES

Front mounted transit racks with a two bicycle capacity made of a corrosion resistant material or with a corrosion resistant finish, such as powder coat paint. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

OPTION S: CHASSIS WITH GASOLINE ENGINE

Gasoline powered engine instead of diesel, such as is offered with the M2. All necessary adjustments to the system must be made to accommodate the gas powered engine. **It is recommended that the vendor submit description, warranty information and literature information of product with bid.**

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3.30 ADDITIONAL OPTIONS

Additional options, at the dealer's cost, may be added at a later date. The successful vendor must provide documented proof of the dealer cost of the option at the time of the purchase order.

3.31 REQUESTS FOR APPROVED EQUALS OR CLARIFICATIONS

A Vendor may submit requests for "approved equals" or clarifications on items that are included within this bid document and specification package. All such submissions must be in writing and must be fully supported with technical data, test results, or other pertinent information, as evidence that the substitute offered is equal to or better than that required herein. All requests for "approved equals" or clarifications shall be received by the Division of Public Transit at least twenty-eight (28) calendar days prior to the bid due date. Requests received twenty-seven (27) or less days prior to the bid due date shall not be considered.

The Division of Public Transit shall review requests for approved equals or clarifications and shall issue a written response no later than fourteen (14) days prior to the time for receipt of bids. All potential Vendors who have received a copy of these contract documents and specifications shall be forwarded a copy of the written response at the same time as the response is sent to the requesting party.

3.32 SUMMARY OF ITEMS TO BE PROVIDED UPON DELIVERY

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

- a. All warranty verification vouchers, certificates or coupons.
- b. Successful Vendor shall furnish each transit system: two (2) complete parts books and two (2) copies of maintenance manuals for each model year vehicle, including wiring schematics of auxiliary circuits, and all other necessary prints for the maintenance of the vehicle and (1) complete set of OEM Operations manual per transit system. All other orders, to other than transit systems, the successful Vendor shall supply (1) one copy of each mentioned per vehicle.
- c. Drawings showing wiring schematics of auxiliary circuits, which would not be included in the standard vehicle maintenance manual.
- d. Completely filled fuel tank or tanks.
- e. Protection to 20° F below zero with permanent type antifreeze.
- f. A vehicle(s) free of dealer signs and emblems.
- g. Assurance of compliance with manufacturer's pre-delivery service.

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- h. A vehicle(s) 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 Kanawha Valley Regional Transportation Authority to ensure that the vehicle is free of dirt and salt deposits) lubricated, serviced and ready for immediate service.
- i. Operation, maintenance and warranty information for any add on equipment will be provided upon delivery if available to the Vendor.
- j. Original vehicle chassis manufacturer's factory sticker itemizing equipment on the vehicle.
- k. A certified weight slip showing front and drive axle weights for the vehicle at its curb weight as defined in Technical Specifications.
- l. 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.

3.33**TITLE**

Adequate documents for securing the vehicle in the name of the State of West Virginia/Division of Public Transit shall be provided to the Division of Public Transit at least 10 working days prior to the delivery of each vehicle. The Vendor warrants that the title shall pass to the State of West Virginia/ Division of Public Transit free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims and demands of any character.

According to WV State Code §SA-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$10 per calendar day for failure to provide the titling documentation at the time of vehicle delivery. This clause shall in no way be considered exclusive and shall not limit the State or agency's right to pursue any other additional remedy to which the State or agency may have legal cause for action including further damages against the vendor.

3.34 PRE-DELIVERY TESTS AND INSPECTIONS

The pre-delivery tests and inspections shall be performed at or near the Vendor's plant in accordance with the procedures outlined in 3.35 through 3.40, "Quality Assurance", and shall be witnessed by the Vendor's resident inspector and/or by a representative of the Division of Public Transit. The vehicles shall be tested and inspected to determine whether they comply with the technical specifications in general and in particular with the quality assurance provisions. When the vehicles pass these tests and inspections, the resident inspector shall authorize release of the vehicles. The Division of Public Transit is under no obligation to perform the pre-delivery tests and inspections; however, this does not relieve the Vendor from the responsibility of adhering to these specifications.

3.35 THE VENDOR'S IN-PLANT QUALITY ASSURANCE REQUIREMENTS: QUALITY ASSURANCE ORGANIZATION

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The Vendor shall establish and maintain an effective quality assurance organization. It shall be a specifically defined organization and should respond directly to the Vendor's management. The Vendor's complete quality assurance program for purchased components and in-plant inspection procedures shall be available for review by the Division of Public Transit prior to award.

a. Control

The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

b. Authority and Responsibility

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the vehicles.

3.36 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

The quality assurance organization shall include the following minimum functions.

a. Work Instructions

The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

b. Records Maintenance

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year after inspections and test are completed.

c. Corrective Actions

The quality assurance organization shall detect and promptly assure correction of any condition that may result in the production of defective vehicles. These conditions may occur in designs, purchases, manufacture, tests, or operations that culminate in defective supplies, facilities, technical data, or standards.

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3.37 STANDARDS AND FACILITIES

a. Configuration Control

The Vendor shall maintain drawings and other documentation that completely describe a quality vehicle that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each vehicle is manufactured in accordance with these controlled drawings and documentation.

b. Measuring and Testing Facilities

The Vendor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

c. Production Tooling as Media of Inspection

When production jigs, fixtures, tooling master patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

d. Equipment Use By Division of Public Transit's Inspector(s)

The Vendor's gauges and other measuring and testing devices shall be made available for use by the Division of Public Transit's inspector(s) to verify that the vehicles conform to all specification requirements. If necessary, the Vendor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

3.38 CONTROL OF PURCHASES

The Vendor shall maintain quality control of purchases.

a. Supplier Control

The Vendor shall require that each supplier maintains a quality control program for the services and supplies that it provides. The Vendor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of non-conforming materials.

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b. Purchasing Data

The Vendor shall verify that all applicable specification requirements are properly included or referenced in purchases of articles to be used on vehicles.

3.39 MANUFACTURING CONTROL

The Vendor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions, establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

a. Completed Items

A system for final inspection and test of completed vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each completed vehicle.

b. Non-conforming Materials

The quality assurance organization shall monitor the Vendor's system for controlling non-conforming materials. The system shall include procedures for identification, segregation, and disposition.

c. Statistical Techniques

Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

d. Inspection Status

A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal quality control devices.

3.40 INSPECTION SYSTEM

The quality assurance organization shall establish, maintain, and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, work in progress and completed articles. At a minimum, it shall include the following controls.

a. Inspection Stations

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect

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structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practicable, underbody structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, underbody dress-up and completion, vehicle prior to final paint touch up, vehicle prior to road test, and vehicle final road test completion.

b. Inspection Personnel

Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design.

c. Inspection Records

Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes for other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

Discrepancies noted by the Vendor or Division of Public Transit's inspector during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, or vehicle from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the non-conforming materials, the Division of Public Transit shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

d. Quality Assurance Audits

The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Division of Public Transit.

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e. Division of Public Transit's Inspector(s)

The Division of Public Transit may be represented at the Vendor's plant by their inspectors, they shall monitor, in the Vendor's plant, the manufacture of vehicles built under this procurement. The Division of Public Transit's inspectors shall be authorized to release the vehicles for delivery. Upon request to the quality assurance supervisor, inspectors shall have access to the Vendor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects. The presence of these inspectors in the plant shall not relieve the Vendor of its responsibility to meet all of the requirements of this procurement.

The Division of Public Transit's inspectors shall not have the authority to stop the Vendor's production line until any apparent problem area of major significance that arises to warrant such actions is fully discussed with the Vendor's top management.

3.41 SERVICE AND PARTS

The Vendor shall state on **Bid Form #1** the representative(s) responsible for assisting the Recipient Agency(ies), as well as the location of the nearest distribution center(s) which shall furnish a complete supply of parts and components for the repair and maintenance of the vehicles to be supplied.

3.41.1 Specified Parts and "Approved Equals"

- a. All parts shall be new and in no case will used (except for testing), reconditioned, or obsolete parts be accepted. Vehicles shall have identical units, accessories, and construction.
- b. The Division of Public Transit shall have the power to reject any material furnished or work performed under the contract which does not conform to these specifications and contract.

3.41.2 Materials and Workmanship

- a. Vendor shall incorporate in the proposed vehicle(s) the latest technological achievements consistent to achieving maximum service life and superior attractiveness of appearance.
- b. Vehicle(s) shall be delivered in new, first-class condition, complete and ready for operation on the street and the Vendor shall assume all responsibility and liability incident to said delivery.
- c. All materials used in the construction of vehicle(s) and in all its parts and accessories shall conform to A.S.T.M., S.A.E., or similar associations published standards, and be of top quality.
- d. The vehicle(s) shall be built with suitable and easily accessible compartments provided for all apparatus, sound deadening insulation, wherever needed, and all

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operating devices so mounted as to reduce and keep all noise and vibration to an absolute minimum.

- e. Vendor shall assume responsibility for all material and accessories used in vehicle(s) and their proper installation and their warranty, whether the same is manufactured by the Vendor or purchased ready-made from a source outside the Vendor's company.

3.41.3 Spare Parts

The Vendor shall guarantee the availability of replacement parts for these vehicles for at least a seven (7) year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this contract.

3.41.4 Engineers

The Vendor shall, at its own expense, have a competent engineering representative(s) available on request to assist the Recipient Agency's(ies') staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period.

3.41.5 Documents

The Vendor shall provide current maintenance manuals, current parts manuals and standard operator manuals, for each agency or authority, to the Division of Public Transit as part of this contract. The Vendor shall keep maintenance manuals available for a period of ten (10) years after the date of acceptance of the vehicles procured under this contract. The Vendor shall also keep parts books up-to-date for a period of ten (10) years. The supplied maintenance and operator's manuals shall incorporate all equipment ordered on the vehicles covered by this procurement.

3.42 WARRANTY

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.

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 Division of Public Transit each complete vehicle, and specific subsystems and components as follows:

3.42.1 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

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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(ies') locale(s).

Please include warranty on completed vehicle with bid.

3.42.2 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(ies) voids the warranty as outlined in Section 3.42.5 of this Part. If the frame or suspension fails or shows indication of imminent failure, the Recipient Agency(ies) will immediately notify the Vendor of said defect. Within ten (10) calendar days the Vendor will inform the Recipient Agency(ies) 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 revenue 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(ies) 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(ies) until the defect is completely repaired.

3.42.3 Warranty Locations

A description of how and by whom warranty service is to be provided in four (4) areas of 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. The four warranty service areas of West Virginia include: The Northern Panhandle, Eastern Panhandle, Central West Virginia and Southern West Virginia.

Please include warranty on basic vehicle structure with bid.

3.42.4 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.

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

Please include warranty per specs on subsystems and components with bid.

3.42.5 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(ies) fails to conduct normal inspections and scheduled preventative maintenance procedures as recommended in the Vendor's maintenance manuals.

3.42.6 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(ies) such as radios, fareboxes 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.

3.42.7 DETECTION OF DEFECTS

If the Recipient Agency detects a defect within the warranty periods defined in Section 3.42 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(ies') 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 effect the repairs defined in Section 8.0 of this Part shall commence within ten (10) working days after receipt of notification by the Vendor.

3.42.8 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

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warranty. If no agreement is obtained within the five (5) day period, the Recipient Agency(ies) reserves the right to commence the repairs in accordance with Section 3.42.10.

3.42.9 FLEET DEFECTS

A fleet defect shall be defined as the failure of any identical items covered by the warranty and the specifications herein, and occurring in a twenty percent (20%) portion of the vehicles purchased under this contract.

The Vendor shall correct a fleet defect under the warranty provision. After correcting defect, the Vendor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the vehicles purchased under this contract. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the date of the repair/ replacement for the corrected item.

3.42.10 REPAIR PROCEDURES

3.42.11 Repair Performance

At its option, the Division of Public Transit, 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(ies') capabilities. All warranty work done by Recipient Agency(ies) personnel will be reimbursed by the Vendor.

3.42.12 Repairs by Vendor

If the Recipient Agency(ies) 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(ies). The Recipient Agency(ies) 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 the Recipient Agency's(ies') option, the Vendor may be required to complete repairs. At Recipient Agency's(ies') option, the Vendor may be required to remove the vehicle from Recipient Agency's(ies') property while repairs are being affected. If the vehicle is removed from Recipient Agency's(ies') property, repair procedures must be diligently pursued by the Vendor's representative.

3.42.13 Repairs by Recipient Agency(ies)

a. Parts Used

If the Recipient Agency(ies) performs the warranty covered repairs, it shall correct or repair the defect and any related defects using Vendor specified spare parts available from its own

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stock or those supplied by the Vendor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by the Recipient Agency(ies) to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these reports.

b. Vendor Supplied Parts

The Recipient Agency(ies) may request that the Vendor supply new parts for warranty covered repairs being performed by the Recipient Agency(ies). These parts shall be shipped prepaid to the Recipient Agency(ies) from any source selected by the Vendor within 10 (ten) working days of receipt of the request for said parts.

c. Defective Components Return

The Vendor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor. Materials should be returned in accordance with Vendor's instructions.

d. Reimbursement for Labor

The Recipient Agency(ies) shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the current per hour, straight wage rate, plus 53 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area.

These wage and fringe benefit rates shall not exceed the rates in effect in the Recipient Agency(ies) service garage at the time the defect correction is made.

e. Reimbursement for Parts

The Recipient Agency(ies) shall be reimbursed by the Vendor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 10 percent handling costs.

3.42.14 WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit, or subsystem is rebuilt or replaced by the Vendor or by the Recipient Agency's(ies) personnel, with the concurrence of the Vendor, the subsystem shall have the unexpired warranty period of the original subsystem.

4.0 CONTRACT AWARD:

4.1 BID REQUIREMENTS

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

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The bid should be submitted in a binder form with each section properly labeled with the required information attached to each section. Two (2) copies of bid in binder form should be sent to the purchasing division with (1) one clearly marked for the West Virginia Division of Public Transit.

4.2 Disadvantaged Business Enterprise

All U. S. Department of Transportation, Federal Transit Administration (FTA) assisted contracts between FTA, the Division of Public Transit, and any Vendor shall include the following language:

POLICY.

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the agreement.

DBE OBLIGATION

The recipient or its Vendor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or Vendors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their Vendors shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of DOT assisted contracts.

- a. The manufacturer of transit vehicles shall certify that it has complied with the requirements of 49 CFR Part 26 (March 4, 1999), Section 26.49, "Transit Vehicle Manufacturers." This certification shall be submitted with responses to this solicitation on **Bid Form #3**.
- b. The Vendor shall make good faith efforts to replace a Disadvantaged Business Enterprise subcontractor, that is unable to perform, with another Disadvantaged Business Enterprise subcontractor.
- c. Where the Vendor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the Division of Public Transit may declare the Vendor non-compliant and in breach of contract.
- d. The Vendor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with WV Department of Transportation, Division of Public Transit DBE Program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the WV Department of Transportation, Division of Public Transit and will be submitted to the WV Department of Transportation, Division of Public Transit upon request.

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- d. The Vendor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the WV Department of Transportation, Division of Public Transit deems appropriate.

4.3 Fly America

The Vendor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their vendors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Vendor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Vendor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

4.4 Prohibited Interest

No employee, officer, board member, agent or their family members of the Division of Public Transit may participate in the selection, award, or administration of a Contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Vendor selected for the Contract.

4.5 Civil Rights Requirements

In connection with the execution of this contract, the following requirements will apply:

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, *et seq.*, Section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*, and Federal transit law at 49 U.S.C. § 5332, as amended by MAP 21, the Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, religion, sex, disability or age. In addition, the Vendor agrees to comply with any other applicable Federal statutes that may be signed into law or regulations that may be promulgated.

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

- (a) Race, Color, National Origin, Religion, Sex, Disability or Age
In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract

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Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, national origin, religion, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

- (b) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 - 634 and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.
- (c) Disabilities. In accordance with Section 102 of the Americans With Disabilities Act, as amended, 42 U.S.C. §12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans With Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.
- (3) The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4.6 **Bus Testing**

The Vendor agrees to comply with 49 U.S.C. 5318, as amended by MAP-21, and FTA regulations, "Bus Testing," 49 CFR Part 665, to the extent these regulations are consistent with 49 U.S.C. 5318, as amended by MAP-21 and shall perform the following:

- (1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the Division of Public Transit at a point in the procurement process specified by the Division of Public Transit which will be prior to the Division of Public Transit's final acceptance of the first vehicle.
- (2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

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- (3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Division of Public Transit prior to the Division's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- (4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
- (5) Any bidder or offerer must submit to the Division of Public Transit FTA's Bus Testing Requirements Certification on **Bid Form #8**. Bids or offers that are not accompanied by a completed certification must be rejected as non-responsive. **A copy of the bus testing report should be included with the bid.** This requirement does not apply to lower tier subcontractors.

4.7 Buy America Certification

Vendor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offerer must submit to the Division of Public Transit the appropriate Buy America certification on **Bid Form #4** with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Should the Vendor be declared responsive and low bid, pursuant to Pre-Award and Post Delivery Audit Requirements, the Division of Public Transit will require the Vendor to submit documentation (prior to any award) that lists:

- (1) Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- (2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

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- (3) The Vendor shall submit one manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self certification sticker providing information that the vehicle quoted complies with relevant FMVSS, or Manufacturer's certified statement that the contracted vehicles will not be subject to FMVSS regulations.
- (4) Vendor shall submit evidence that it will be capable of meeting the bid specifications.

As required by the Post Delivery Audit Requirement, any successful vendor will be required to furnish the following prior to any completed vehicle being placed into service or before any payment can be made:

- (a) Actual component and sub-component parts of the rolling stock provided, identified by manufacturer of the parts, their country of origin and costs; and
- (b) Actual location of the final assembly point for the rolling stock provided, including a description of the activities that took place at the final assembly point and the actual cost of final assembly.

4.8 **CARGO PREFERENCE**

The Vendor agrees:

- a. To utilize privately owned United States--Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States--Flag commercial vessels;
- b. To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill of lading in English for each shipment of cargo described in the paragraph above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Division of Public Transit (through the Vendor in the case of a subcontractor's bill of lading.)
- c. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

4.9 **FEDERAL REGULATION CHANGES**

Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(19) dated October 1, 2012) between the WV Department of Transportation, Division of Public Transit and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Vendor's failure to so comply shall constitute a material breach of this contract.

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4.10 DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the WV Division of Public Transit. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the WV Division of Public Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions. All Vendors shall be required to certify that they are not on the Comptroller General's list of ineligible contractors on **Bid Forms #6 and #6-A**.

4.11 RESTRICTIONS ON LOBBYING

Every Vendor who applies or bids for an award of \$100,000 or more shall file the certification on **Bid Form #9** required by C.F.R. Part 20.110, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of the registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Division of Public Transit.

4.12 ENVIRONMENTAL REGULATIONS

The Vendor agrees to comply with all applicable standards, orders, or requirements issued under Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibits the use under nonexempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities. Any violations shall be reported to the Division of Public Transit who will forward the report to the Federal Transit Administration and to the US EPA Administrator for enforcement (9EN-329).

4.13 CLEAN AIR

The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7414 and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Vendor agrees to report each violation to the

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Division of Public Transit and understands and agrees that the Division of Public Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

4.14 CLEAN WATER

The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, and other provisions of the Federal Water Pollution Act, as amended, U.S.C. 1251 *et seq.* The Vendor agrees to report each violation to the Division of Public Transit and understands and agrees that the Division of Public Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

4.15 ENERGY CONSERVATION REQUIREMENTS

The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

4.16 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Vendor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 *et seq.*, esp. § 3702) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR §1926) as they involve the employment of mechanics and laborers.

Overtime Requirements. No Vendor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (2) of this section, the Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (2) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.

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Withholding for Unpaid Wages and Liquidated Damages. The WV Division of Public Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.

Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR .5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

4.17 HOLD HARMLESS

The Vendor agrees to protect, defend, indemnify and hold the State of WV, the Division of Public Transit, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, action, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable

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statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

4.18 PATENT INFRINGEMENT

The Vendor shall advise the Division of Public Transit of any impending patent suit and shall provide all information available. The Vendor shall defend any suit or proceeding brought against the Division of Public Transit based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Vendor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the Division of Public Transit. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Vendor shall, at its own expense and its option, either procure for the Division of Public Transit the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

4.19 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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4.20 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

4.21 GEOGRAPHIC RESTRICTIONS

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

4.22 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

To achieve compliance with changing Federal, State and Local requirements, the Vendor shall note that Federal, State and Local requirements may change and the changed requirements will apply to this Contract as required.

4.23 BANKRUPTCY

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

4.24 PREFERENCE FOR RECYCLED PRODUCTS

The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

4.25 METRIC SYSTEM

To the extent required by the U.S. Department of Transportation or the Federal Transit Administration, the Vendor agrees to use the metric system of measurement in its Contract activities, as may be required by 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by the U.S. Department of Transportation or the Federal Transit Administration. To the extent practicable and feasible, the Vendor agrees to accept products and services with dimensions expressed in the metric system of measurement.

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4.26 LICENSING AND PERMITS

The Vendor shall be appropriately licensed for the work required as a result of the Contract. The cost for any required licenses or permits shall be the responsibility of the Vendor. The Vendor is liable for any and all taxes due as a result of the Contract.

4.27 COMPLIANCE WITH LAWS AND PERMITS

The Vendor shall give all notices and comply with all existing and future Federal, State and Municipal Laws, Ordinances, Rules, Regulations, and Orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract and the other Contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Vendor shall furnish to the Division of Public Transit certificates of compliance with all such laws, orders, and regulations.

4.28 SEVERABILITY

In the event any provision of the Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

4.29 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any Division of Public Transit requests which would cause the Division of Public Transit to be in violation of the FTA terms and conditions.

4.30 ACCESS TO RECORDS

The Vendor agrees to permit the WV Division of Public Transit, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data and records with regard to the Contract. The Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

4.31. ACCESSIBILITY

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

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(ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38.

4.32 SENSITIVE SECURITY INFORMATION

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

4.33 SEAT BELT USE

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

4.34 DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. 402 note and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, the VENDOR is encouraged to adopt on-the-job policies and programs for its employees when operating company-owned, rented, or personally operated vehicles to reduce text messaging while driving and avoid distracted driving. This Special Condition is to be included in each third party sub agreement at each tier financed with Federal funds.

4.35 AIR POLLUTION AND FUEL ECONOMY

Vendor is to ensure compliance with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; EPA regulations, “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and EPA regulations, “Fuel Economy of Motor Vehicles,” 40 CFR Part 600.

4.36 TRAINING

The Vendor shall have at its own expense one or more qualified instructor(s) who shall be available at the Recipient Agency(ies) property for up to 3 calendar days per month between the hours of 8:00 a.m. to 5:00 p.m. for one (1) month prior and 5 calendar days two (2) months after, acceptance of the first vehicle. Training must take place at each Recipient Agency’s property. The dates will be mutually agreed upon. Instructors shall conduct schooling sessions during the beginning of this two month period which shall be designed to instruct the Recipient Agency’s (ies) in-house driver training staff in proper and safe on-road operation of the vehicle, in operating characteristics and limitations of the vehicle, and identification and proper operation of

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all driver's controls. Instructors shall also, during the beginning of this period, conduct training sessions for maintenance instructors and qualified mechanics to give thorough and proper training in the maintenance and repair of all operating systems of the vehicle including: (1) power train, (2) electrical system, (3) heating, ventilation and air conditioning system, (4) braking and air system, and (5) wheelchair lift and securement systems. The Vendor shall also provide visual and other teaching aids for use by each Recipient Agency's (ies) own training staff.

4.37 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.

Has similar vehicles in operation in comparable service for a minimum of one (1) year. The Vendor may be required to furnish a customer list indicating the number of units and dates in service during approved equal period or during the bid evaluation period in addition to the requirements under 4.40 i of the specifications.

In lieu of this requirement, certified results of a shaker test may be requested by the Division of Public Transit during the approved equal period to prove the proposed vehicles to be capable of operating the service contemplated for these vehicles.

Has the necessary facilities and financial resources to complete the contract in a satisfactory manner within a required time. The Division of Public Transit shall have the right to conduct a pre-award survey of each Vendor.

Has complete and accurate maintenance, parts and operator's manuals.

4.38 SUMMARY OF ITEMS TO BE SUPPLIED WITH BID

By submitting the items in a and b below, the Vendor certifies that it will comply with all requirements of this RFQ and related addenda.

- a. All forms included under Part 5 (Bid Forms) must be properly completed and furnished by the Vendor as part of the bid. Failure to submit any of these forms shall disqualify the bid.
- b. Technical and other data as required under 4.40, "Pre-Award Review."

4.39 CERTIFICATIONS

Vendor shall certify on **Bid Form #2 and #5** that the vehicles offered comply with the following:

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a. **Air and Noise Pollution Certification**

The Vendor bidding on these specifications shall be required to certify in writing that the vehicle(s) shall comply with the air pollution criteria established by the Environmental Protection Agency of the United States Government.

b. **Safety Certification**

The Vendor shall furnish written certification that the vehicle(s) shall comply with the Federal Motor Vehicle Safety Standards as established by the U. S. Department of Transportation and with requirements of the laws of the State of West Virginia, all as in effect at the time of manufacture, as to lighting equipment and all warning, operating and safety devices.

4.40 PRE-AWARD REVIEW

The Vendor should submit the following items within the bid and any further items if requested by the Division of Public Transit. Failure to submit items may result in disqualification of the bid.

- a. 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, flip-up seat, and wheelchair securement system, if these items are specified herein.
- b. Proposed interior floor plan, showing detailed dimensions including the location of the wheelchair securement system and stanchions if specified.
- c. Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.
- d. Samples or paint charts of available exterior paint colors.
- e. Description of the warranties the Vendor proposes to furnish for the vehicle and for required ancillary equipment, including a listing of sites where warranty work will be performed.
- f. The location of the nearest depot which will furnish a complete supply of parts and components for the repair and maintenance of the vehicle to be supplied. This is not considered in the bid award.
- g. Description of the undercoating/rust proofing system, including warranty to be provided.
- h. Identification of the specific location of the place of assembly in the case of a bus or the place of a conversion in the case of a converted van. If the location changes, the Vendor must notify the Division of Public Transit, in which case the Division of Public Transit reserves the right to perform an inspection similar to the pre-award inspection identified. If the results of the inspection are unsatisfactory, the Division of Public Transit may begin the contract termination process through the WV Purchasing Division.

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- i. A list of five users' names, addresses, and telephone numbers who have been provided similar equipment by the Vendor. If the Vendor has not provided similar equipment, the Division of Public Transit reserves the right to determine the acceptability of the equipment proposed by the Vendor.

4.41 AMENDMENTS TO SOLICITATION AND POSTPONEMENT OF BID DUE DATE

- a. The State of West Virginia reserves the right to amend any element or part of these bid documents and specifications and/or change the bid opening date and time, up to the time and date that bids are due. In this event, all potential Vendors that have received a copy of these contract documents and specifications shall be notified of the postponement and the new time and date that bids will be due. Such notification shall be mailed or otherwise provided. Any bids received in accordance with the original bid due date shall be held unopened till the new bid opening date.
- b. In the event that amendments are issued by the State fourteen (14) or more days prior to the original bid due date, the original date and time established for the receipt of bids, at the State's option, may or may not be changed. The addendum notification sent by the State shall contain either a statement that the bid due date remains as previously established or shall provide a new time and date if the bid due date is changed.
- c. In the event that addenda are issued by the State, Vendors must complete the Addendum Acknowledgment form contained within these contract documents and specifications and submit that form with their bid. **Bid Form #10** shall be used for this purpose.

4.42 BID PROTEST PROCEDURES

You may find the state bid protest procedures at

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

Appeals to the Federal Transit Administration (FTA)

Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

A. Requirements for the Protester. The protester must:

- a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.
 - 1. Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

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2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an “interested party” because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
 3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an “interested party”, because it does not have a direct economic interest in the results of the procurement.
- b. Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the WV Division of Public Transit’s protest procedures to completion before appealing the WV Division of Public Transit’s decision to FTA.
 - c. Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the WV Division of Public Transit’s final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the WV Division of Public Transit’s failure to have or failure to comply with its protest procedures or failure to review the protest.
- B. Extent of FTA Review.** FTA limits its review of protests to:
- a) Failure of the Division of Public Transit to have or adhere to its written bid protest procedures, or failure of the Division of Public Transit to review a complaint or protest.
 - b) Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.
 - c) Alleged violations of a specific Federal Law or regulation that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal Law or regulation. See, e.g., Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 26.89.
- FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA’s overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.
- C. FTA Determinations to Decline Protest Reviews.** FTA’s determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the Division of Public Transit’s decision or that FTA has determined the contract is eligible for Federal participation. FTA’s

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determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

4.43 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 Division of Public Transit, 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. Fare boxes, radios, and other items that are installed by the Recipient Agency shall not be the responsibility of the Vendor unless they are included in this contract.

- B. The Purchasing Division of the Department of Administration in conjunction with the Division of Public Transit 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 Division of Public Transit and the Purchasing Division.
- C. **All prices are to be quoted in whole dollars** and submitted on Bid Form. Bid will be awarded to responsive vendor with lowest base vehicle bid price including delivery charges.
- D. Unit and extended prices, delivery charges and options should all be itemized.

4.44 POSSIBLE RENEWAL

- A. This Contract may be renewed upon the mutual written consent of the Division of Public Transit and the successful bidder. Such a request for renewal would be submitted to the Director of the WV Purchasing Division thirty (30) days prior to the expiration date of the awarded Contract. Such renewal shall be in accordance with the terms and conditions of the original Contract and shall be limited to two (2), one (1) year periods.
- B. Quantities listed in the RFQ are approximations only, based on estimates supplied by the Division of Public Transit. The awarded Contract shall cover the quantities actually ordered for delivery during the term of the Contract.
- C. Additional agencies could purchase from any awarded contract resulting from this RFQ. Specified deliverables would be as originally advertised, competed, evaluated and awarded including the base and option quantities.

4.45 TERMINATION OF CONTRACT

The State reserves the right to cancel any purchasing agreement arising out of an award under these Specifications if, in its opinion, there is any failure to adequately perform the requirements

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of these Specifications. Under these conditions, cancellation will be effective immediately upon written notification to the Vendor and such cancellation will relieve the State from any obligation to purchase any items under such purchasing agreement.

4.46 TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the Director of the Division of Purchasing in accordance with this clause in whole, or from time to time in part, whenever the Purchasing Division shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Vendor of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Purchasing Division, the Vendor shall: stop work under the Contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the State in the manner, at the time, and to the extent directed by the Purchasing Division, all of the right, title, and interest of the Vendor under the orders and subcontractors so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Purchasing Division, to the extent as may be required, which approval or ratification shall be final for all the purposes of this clause, transfer title to the State and deliver in the manner, at the times, and to the extent, if any, directed by Purchasing Division the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawing, information and other property which, if the Contract had been completed, would have been required to be furnished to the Division of Public Transit; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Purchasing Division, any property of the types referred to above, provided, however, that the Vendor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Purchasing Division, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the State to the Vendor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Purchasing Division may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Purchasing Division may direct, for the protection or preservation of the property related to this contract which is in the possession of the Vendor and in which the State has or may acquire an interest.

Settlement of claims by the Vendor under this termination for convenience clause shall be in accordance with the provisions set forth in Federal Procurement Regulations (FPR) 18.701 (c), (d), (e), (f), (g), (h), (i), (j), and (k) except that wherever the word "Government" appears, it shall be deleted and the word "State" shall be substituted in lieu thereof.

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4.47 RESOLUTIONS OF DISPUTES, BREACHES OR OTHER LITIGATION

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

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

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

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

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

4.48 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Division of Public Transit and the Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities

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to the Division of Public Transit, the Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- 4.49 CONTRACT AWARD:** The Contract is intended to provide Agencies 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 cost for a completed vehicle with 2 wheelchair spaces, as shown on the Pricing Pages.

- 4.50 PRICING PAGES:** The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should complete the Pricing Pages by listing the prices for each of the vehicle configurations, each of the options, and then tabulate the extended prices. The successful bidder will submit all mandatory information and be the low bid on the total of the extended amounts of all options and vehicles specified.

Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:

Frank.m.whittaker@wv.gov

5.0 ORDERING AND PAYMENT TO VENDOR

- A. Payment of 90% of the total cost shall be paid upon conditional acceptance of the vehicle.
- B. Conditional acceptance of the vehicles by the Division of Public Transit shall be made upon completion of inspection by the Division of Public Transit under Section 5.2.
- C. Under the conditional acceptance of the vehicles provided, the Division of Public Transit shall retain 10% of the total cost per vehicle until all vehicles provided have been in actual service for 30 calendar days.
- D. In the event any vehicle is found to be unacceptable during the 30 calendar day period of conditional acceptance, the Division of Public Transit shall furnish to

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the Vendor in writing, a letter of non-acceptance detailing any and all deficiencies.

- E. Final acceptance of each vehicle shall be made by the Division of Public Transit in writing upon completion of the period of conditional acceptance and/or after any and all deficiencies have been corrected.
- F. Final acceptance shall be made on each individual vehicle provided. (Some vehicles may be accepted, while acceptance of others remain pending.)
- G. Final acceptance of each vehicle shall be provided in writing by the Director of the Division of Public Transit or his/her authorized representative.
- H. All warranties as described in this contract shall begin with the first day after the date of final acceptance of each vehicle. **Vendor shall furnish Notification of Delayed Delivery Date or In-Transit Mileage Accumulation Forms for completion by the Division of Public Transit upon acceptance of the vehicle.**
- I. Prompt Payment The prime Vendor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime Vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Division of Public Transit. This clause applies to both DBE and non-DBE subcontractors.
- J. When submitting invoices for payment to the Division of Public Transit, the Vendor shall be required to provide an original typed invoice. The following items shall appear on the invoice:
 - 1) Vendor's Federal Employee Identification Number (FEIN)
 - 2) Purchase Order Number
 - 3) Invoice should reflect the base vehicle cost and any applicable options with unit cost. **NOTE: Two invoices shall be submitted for each vehicle, one for 90% and one for 10%.**
 - 4) Submit all invoices to:
 Division of Public Transit
 Building 5, Room 906
 1900 Kanawha Blvd., East
 Charleston, West Virginia 25305-0432

5.1 ORDERING: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line

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orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices 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 Agency orders on-line.

- 5.2 PAYMENT:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

6.0 DELIVERY AND RETURN:

- A. Vendors shall specify approximate delivery date(s) when submitting bids. Delivery of the vehicle shall be completed within 260 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 Division of Public Transit.

The request for extension must be received by the Division of Public Transit 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. In the event that the Vendor fails to give timely written notice of any delay, in delivery, it is agreed that liquidated damages will be assessed, **NOT AS A PENALTY**, in the amount of \$50.00 per calendar day, per unit, beyond the required delivery date.

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

Any delay in delivery resulting from the common carrier's operations, accidents, or mechanical failures en 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 Division of Public Transit and Vendor.
- D. If the vehicle is delivered over-the-road, a written report shall be submitted by the driver to the Division of Public Transit 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 Director of the Division of Public Transit describing the nature of the service or repair and the cause.

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- 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 en route and it shall be delivered to the Division of Public Transit with the vehicle.
- F. **Vendor shall have 10 working days to complete a vehicle for conditional acceptance once the vehicle is delivered to the Kanawha Valley Regional Transportation Authority.** After 10 working days, the Vendor shall be responsible for paying the storage fee invoiced at a per day rate of currently \$12. The per day rate shall be deducted from payment of the final 10% of the vehicle cost. The Division of Public Transit shall within fifteen (15) calendar days of **notice from Vendor that vehicle is ready to be inspected for conditional acceptance**, proceed with its inspection of vehicle for conditional acceptance. (See 4.3 Conditional Acceptance of Vehicle(s).

6.1 ACCEPTANCE TESTS

a. Responsibility

Fully-documented tests shall be conducted on each production vehicle following manufacture to determine its acceptance to the Division of Public Transit. These acceptance tests shall include pre-delivery inspections and testing by the Division of Public Transit after the vehicles have been delivered.

b. Pre-Delivery Tests

The Vendor shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the Division of Public Transit. These pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle operation. The tests shall be documented. Additional tests may be conducted at the Vendor's discretion to ensure that the completed vehicles have attained the contract quality and have met the requirements of the Technical Specifications. This additional testing shall be recorded on appropriate test forms provided by the Vendor.

The pre-delivery tests will be scheduled and conducted with sufficient notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, will be filed with the assembly inspection records for each vehicle. The under-floor equipment will be made available for inspection by the resident inspectors, using a hoist. A scaffold, or elevated platform will be provided by the Vendors to easily and safely inspect vehicle roofs. Delivery of each vehicle will require written authorization of a resident inspector. Authorization forms for the release of each vehicle for delivery will be provided by the Vendor. An executed copy of the authorization will accompany the delivery of each vehicle.

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c. **Inspection - Visual and Measured**

Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in a static condition do function as designed.

d. **Total Vehicle Operation**

Total vehicle operations shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystem that can be operated only while the vehicle is in motion.

Each vehicle shall be driven for a minimum of 15 miles during the road tests. Observed defects shall be recorded on the test forms. The vehicle shall be retest when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these vehicle operation tests.

e. **Post-Delivery Tests**

The Division of Public Transit may conduct acceptance tests on each delivered vehicle. These tests shall be completed within 15 days after vehicle delivery. The purpose of these tests is to identify defects that have become apparent between the time of vehicle release and delivery to the Division of Public Transit. The post-delivery tests shall include visual inspection and vehicle operations.

Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The Division of Public Transit shall record details of all defects and shall notify the Vendor of non-acceptance of each vehicle within 5 days after completion of the tests.

f. **Vehicle Operation**

The road tests for total vehicle operation are similar to those conducted at the Vendor's plant. Operational deficiencies of each vehicle shall be identified and recorded.

6.2 **Conditional Acceptance of Vehicle(s)**

Within **fifteen (15) calendar days** after notice from Vendor that vehicle is ready to be inspected for conditional acceptance, the vehicle shall undergo the Division of Public Transit's conditional acceptance test. If the vehicle passes these tests, conditional acceptance of the vehicle by the Division of Public Transit occurs on the fifteenth calendar day after the notice from Vendor that vehicle is ready to be inspected for conditional acceptance. Acceptance may occur earlier if the Division of Public Transit notifies the

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Vendor of early acceptance. If the vehicle fails these tests, it shall not be accepted until the repairs have been made.

6.3 Repairs After Non-Acceptance

The Division of Public Transit may require the Vendor, or its designated representative, to perform the repairs after non-acceptance, or the work may be done by the Recipient Agency's personnel with reimbursement by the Vendor.

6.3.1 Repairs By Vendor

If the Recipient Agency requires the Vendor to perform repairs after non-acceptance of the vehicle, the Vendor's representative must begin work within five (5) working days after receiving notifications from the Recipient Agency of failure of acceptance tests. The Recipient Agency shall make the vehicle available to complete repairs timely with the Vendor's repair schedule.

The Vendor shall provide, at its own expense, all spare parts, tools, and space require to complete the repairs. At the Recipient Agency's option, the Vendor may be required to remove the vehicle from the Recipient Agency's property. The repair procedure must be diligently pursued by the Vendor's representatives, and the Vendor shall assume risk of loss while the vehicle is under its control.

6.3.2 Repairs By Recipient Agency

- a) Parts Used. If the Recipient Agency decides to perform the repairs after non-acceptance of the vehicle, it shall correct or repair the defect and any related defects using Vendor specified parts available from its own stock or those supplied by the Vendor specifically for this repair.

Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by the Recipient Agency to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these reports.

- b) Vendor Supplied Parts. If the Vendor supplies parts for repairs being performed by the Recipient Agency, after non-acceptance of the vehicle, these parts shall be shipped prepaid to the Recipient Agency from any source selected by the Vendor within ten (10) working days after receipt of the request for said parts, provided said parts are available for shipment.
- c) Return of Defective Components. The Vendor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor.
- d) Reimbursement For Labor. The Recipient Agency shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of actual man-hours' straight wage rate plus 53 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary. These wage and fringe benefit rates shall not exceed the rates in effect in the Recipient Agency's service garage at the time the defect correction is made.

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- e) **Reimbursement For Parts.** The Recipient Agency shall be reimbursed by the Vendor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 10 percent handling cost.

6.4 Delivery Time: Vendor shall deliver standard orders within 260 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

- 6.5 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's designated 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.

7 MISCELLANEOUS:

- 7.4 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.
- 7.5 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.6 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: _____

Federal funding for this project is being provided by the Federal Transit Administration through CFDA 20.513 for Sec 5310, CFDA 20.509 for Sec 5311 and CFDA 20.526 for Sec 5339 to cover 80% of the project cost.

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REQUIRED BID FORMS

The following certifications shall be properly **completed and furnished by the bidder as part of the bid**. Failure to submit any of these certifications **shall** deem the bid **non-responsive**.

A required documentation checklist has been provided for bidder's usage.

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BID FORM #1: LOCATION(S) OF THE TECHNICAL SERVICE REPRESENTATIVE(S)
MANDATORY BID FORM-MUST BE SUBMITTED WITH BID

Location(s) of the Technical Service Representative(s) and parts distribution center(s) closest to the State of West Virginia.

Name: _____

Address: _____

Telephone: _____

Name: _____

Address: _____

Telephone: _____

Name: _____

Address: _____

Telephone: _____

Name: _____

Address: _____

Telephone: _____

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BID FORM #2: CERTIFICATION FOR AIR POLLUTION
MANDATORY BID FORM-MUST BE SUBMITTED WITH BID

Pursuant to Section 8.4 of Part 1 of the Procurement, the Vendor certifies that the vehicles proposed:

_____ **ARE or**

_____ **ARE NOT** (specify one)

in compliance with the regulations in 40 CFR Part 85, 40 CFR Part 86, 40 CFR Part 600 and the air pollution criteria established by the Environmental Protection Agency of the United States Government.

Date

Authorized Signature

Title

Company Name

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**BID FORM #3: DISADVANTAGED BUSINESS ENTERPRISE VENDORS/ MANUFACTURERS
CERTIFICATION-- MANDATORY BID FORM-- MUST BE SUBMITTED WITH BID**

(Check appropriate statement)

_____ The Vendor, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.

_____ The Vendor, if a non-manufacturing supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR Section 26.49.

Date

Authorized Signature

Title

Company Name

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**BID FORM #4: BUY AMERICA CERTIFICATION ROLLING STOCK
MANDATORY BID FORM-MUST BE SUBMITTED WITH BID**

Certificate of Compliance

The bidder or offeror hereby certifies that it will comply with the requirements of section 165(b)(3), of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR 661.11:

Date

Authorized Signature

Company Name

Name

Title

Certificate for Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirement consistent with section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and the applicable regulations in 49 CFR 661.7.

Date

Authorized Signature

Company Name

Name

Title

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BID FORM #5: FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION
MANDATORY BID FORM-MUST BE SUBMITTED WITH BID

The vendor hereby certifies that it shall submit, as required by Title 49 of the CFR, Part 663 - Subpart D, its self certification information stating that the vehicle(s) will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date

Authorized Signature

Title

Company Name

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BID FORM #6—U.S. COMPTROLLER'S DEBARMENT LIST CERTIFICATION
MANDATORY BID FORM-MUST BE SUBMITTED WITH BID

_____ hereby certifies that it

_____ **IS or**

_____ **IS NOT (specify one)**

included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

Date

Authorized Signature

Title

Company Name

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**BID FORM #6-A: CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
MANDATORY BID FORM-MUST BE SUBMITTED WITH BID**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____
(COMPANY NAME) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
5. If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

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**BID FORM #7: VENDOR'S CERTIFICATION OF
UNDERSTANDING AND ACCEPTANCE
MANDATORY BID FORM-MUST BE SUBMITTED WITH BID**

The Vendor hereby certifies that all Technical Specifications and Contract Terms and Conditions have been carefully reviewed, are fully understood and shall be adhered to in performance and completion of any contract resulting from this bid.

Date

Authorized Signature

Title

Company Name

SPECIFICATION COMPLIANCE

NOTE: Please check if what is offered is in exact compliance with specifications. **Any discrepancies must be listed as an attachment to the bid proposal. Exact dimensions and/or descriptions must be provided as a part of the Vendor's bid proposal when submitted.**

_____ Bid proposal submitted meets and/or exceeds all specification requirements.

_____ Bid proposal submitted contains deviations from specification requirements. Detailed descriptions of these deviations have been provided with this bid proposal.

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**BID FORM #8: CERTIFICATION OF COMPLIANCE
WITH FTA'S BUS TESTING REQUIREMENTS
MANDATORY BID FORM-MUST BE SUBMITTED WITH BID**

The undersigned (Vendor/Manufacturer) certifies that the vehicle offered in this procurement complies with 49 U.S.C. 5318, as amended by MAP-21, and FTA regulations, "Bus Testing," 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date

Authorized Signature

Title

Company Name

REQUEST FOR QUOTATION PTR13039 Mid-Size Medium Light Duty Transit Vehicles

BID FORM #9: CERTIFICATION OF RESTRICTIONS ON LOBBYING MANDATORY BID FORM-MUST BE SUBMITTED WITH BID

The undersigned (Vendor, Contractor) certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance.
- b. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the undersigned assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and
- c. The undersigned understands that the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, sub agreements. and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The undersigned also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Date

Authorized Signature

Title

RFQ No. PTR13039

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 exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

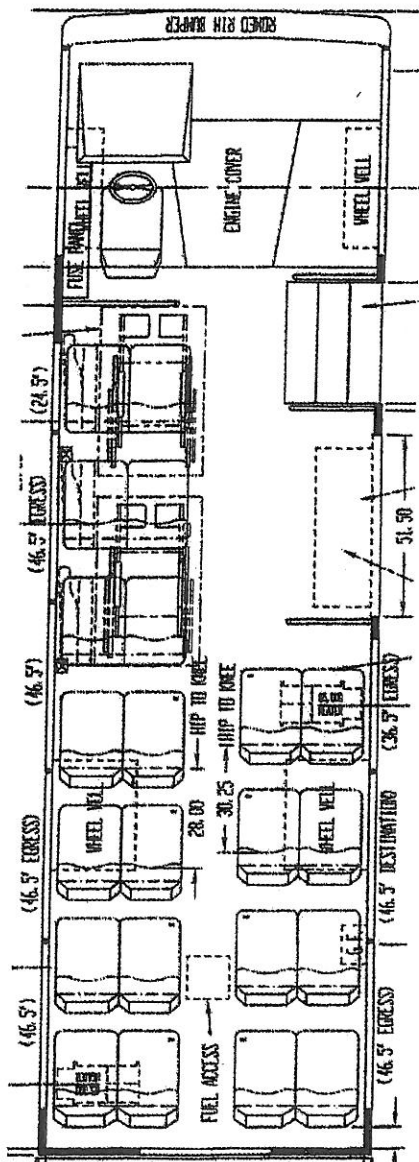
My Commission expires _____, 20____.

AFFIX SEAL HERE

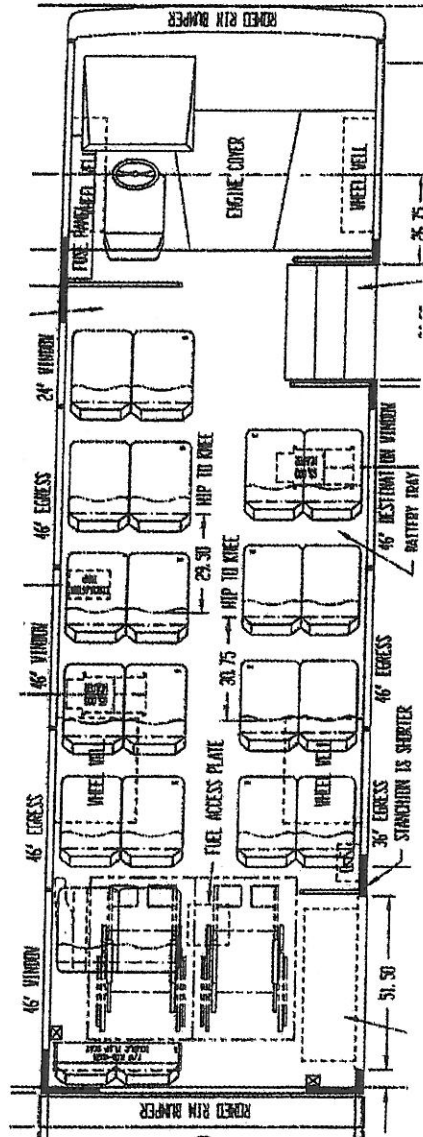
NOTARY PUBLIC _____

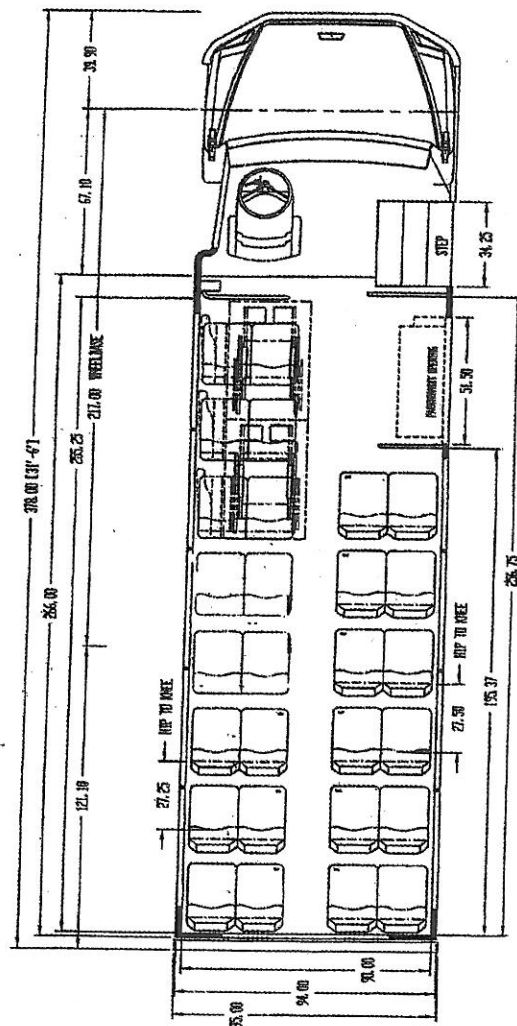
REQUEST FOR QUOTATION PTR13039 Mid-Size Medium Light Duty Transit Vehicles

SEATING DIAGRAMS



REQUEST FOR QUOTATION
PTR13039 MID-SIZE MEDIUM LIGHT DUTY TRANSIT VEHICLES





REQUEST FOR QUOTATION PTR13039 Mid-Size Medium Light Duty Transit Vehicles

RFQ PTR13039-- Medium Duty Transit Vehicle REQUIRED BID DOCUMENTATION CHECKLIST

Model Year:_____ Model:_____

Manufacturer:_____

Mandatory Bid Forms-must be submitted with bid

- _____ Bid form1 LOCATION(S) OF THE TECHNICAL SERVICE REPRESENTATIVE(S)
- _____ Bid form2 CERTIFICATION FOR AIR POLLUTION
- _____ Bid form3 DISADVANTAGED BUSINESS ENTERPRISE VENDORS/ MANUFACTURERS
CERTIFICATION
- _____ Bid form4 BUY AMERICA CERTIFICATION ROLLING STOCK
- _____ Bid form5 FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION
- _____ Bid form6 U.S. COMPTROLLER'S DEBARMENT LIST CERTIFICATION
- _____ Bid form6A CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
- _____ Bid form7 VENDOR'S CERTIFICATION OF UNDERSTANDING AND
ACCEPTANCE
- _____ Bid form8 CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING
REQUIREMENTS
- _____ COPY OF RELEVANT BUS TESTING REPORT- 3.5 STURAA TEST- 7 Years;
3.13.1g Water Testing- details of process; 3.15 Seating Diagram- provide proposed
seating diagram
- _____ Bid form9 CERTIFICATION OF RESTRICTIONS ON LOBBYING
- _____ Pricing page

Mandatory Documentation-must be submitted within 24 hours of request

Section Referenced

- _____ 3.6 Engine: ISB-07- provide description, warranty, and literature
- _____ 3.6b Water Separator and Fuel Filter- provide description, warranty, and
Literature
- _____ 3.6i High Idle System- provide description, warranty, and literature
- _____ 3.6j Engine heating/cooling system- provide description, warranty, and Literature
- _____ 3.7 Transmission- provide description, warranty, and literature
- _____ 3.7.c Transmission Cooling System- provide description, warranty, and literature
- _____ 3.8.1a Heavy Duty Brakes- provide description, warranty, and literature
- _____ 3.8.3 Suspension System- provide description, warranty, and literature
- _____ 3.8.4b Tire Information- provide description, warranty, and literature

REQUEST FOR QUOTATION **PTR13039 Mid-Size Medium Light Duty Transit Vehicles**

- _____ 3.9 Electrical System- provide description, warranty, and literature
- _____ 3.9.1 Alternator- specify the rectifier, method of installation, provide warranty and literature
- _____ 3.9.2 Batteries- specify type and capacity
- _____ 3.9.3 Exterior Lights -LED Lights- provide description, warranty, and literature
- _____ 3.9.3n Strobe Light-provide description, warranty, and literature
- _____ 3.9.3p Truck Lite Products- provide description, warranty, and literature
- _____ 3.9.4 Interior Lights- provide description/details
- _____ 3.9.5b Fuse box panel- provide description/details
- _____ 3.9.6b Rear Alarm- provide description, warranty, and literature
- _____ 3.9.6d Backup camera- provide description, warranty, and literature
- _____ 3.10.1 Heating System- provide description, warranty and literature
- _____ 3.10.1c Auxiliary Heaters- provide description, warranty and literature
- _____ 3.10.1e Stepwell Heater- provide description, warranty and literature
- _____ 3.10.2 A/C Cooling System- provide description, warranty and literature
- _____ 3.10.2b A/C Compressor- provide description, warranty and literature
- _____ 3.10.2c A/C Condenser Information- provide description, warranty and Literature
- _____ 3.10.2g Driver's Evaporator- provide description, warranty and literature
- _____ 3.10.2j A/C Hose System- provide description, warranty and literature
- _____ 3.11 Roof Hatch- provide description, warranty and literature
- _____ 3.12 Circulation Fan- provide description, warranty and literature
- _____ 3.13.1 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
- _____ 3.13.2b Provide proof that skirt panel seams below floorline will be placed only above wheel wells or adjacent to A/C skirt condenser
- _____ 3.13.2h Insulation- provide proof of insulation requirement per spec.
- _____ 3.13.4c Door Operating Mechanism- provide description/ details
- _____ 3.13.5d Sample of Flooring- provide color per specifications, warranty and literature
- _____ 3.13.5e Sample of Ribbed Flooring- provide color per specifications, warranty and literature

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- _____ 3.13.6b Undercoating/Rust proofing- provide description, warranty, literature and application process
- _____ 3.13.7 Bumpers- provide description, warranty and literature
- _____ 3.14 Lift- provide details, model #, warranty and literature. Provide information and literature that lift will meet the NHTSA platform lift requirements.
- _____ 3.14f Interlock System- provide description, warranty and literature
- _____ 3.15a Passenger Seats- provide details for all proposed including flip up seats and ABS Knee Saver backs
- _____ 3.15c Under Seat Retractor System- provide description, warranty, literature and FMVSS 210 Report Certification
- _____ 3.15i Driver's Seat- provide description, warranty and literature
- _____ 3.16 Mobility Aid Securement- provide details of proposed system, warranty, and literature
- _____ 3.20a Exterior Mirrors- provide description, warranty and literature
- _____ 3.22 Radio/Communication Installation procedures
- _____ 3.23 Radio/CD Stereo- provide description, provide warranty and literature
- _____ 3.25h Security Camera System- provide description, warranty and literature
- _____ 3.26 Fixed Route Package- provide description, warranty and literature
- _____ 3.26b Control Panel Location- submit details
- _____ 3.26d PA System- provide description, warranty and literature
- _____ 3.26e Passenger Signaling System- provide description, warranty and literature
- _____ 3.28 Interior and Exterior Color Schemes- provide details of schemes available
- _____ 3.28d Paint Scheme- provide sample of vinyl chart to be used
- _____ OPT A Brake retarder- description, warranty, and literature
- _____ OPT B Roof Mounted A/C- provide description, warranty and literature
- _____ OPT C Floorplans for rear exit option
- _____ OPT E Child Restraint Seat- provide description, warranty and literature
- _____ OPT F Cloth Passenger Seats—sample of upholstery
- _____ OPT G Automatic Tire Chain Device- provide description, warranty and literature

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- _____ OPT H Rear Air Suspension- provide description, warranty and literature
- _____ OPT I Security Camera Playback System- provide description, warranty and literature
- _____ OPT R Transit Racks For 2 Bicycles- provide description, warranty and literature
- _____ OPT S Chassis with Gasoline Engine-provide description, warranty and literature
- _____ 3.32 Items in sections a-l provide proof of compliance
- _____ 3.42.1 Warranty on completed vehicle
- _____ 3.42.2 Warranty on Basic Vehicle Structure
- _____ 3.42.3 & 4.40e Warranty Locations- A description of how and by whom warranty service will be provided in four (4) areas of WV 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
- _____ 3.42.4 Warranty per specs on subsystems and components
- _____ 4.1 Complete (2) bids in binder form – (1) Marked for WVDPT
- _____ 4.40a Complete Mechanical Description of Vehicle, its construction and equipment including manufacturer's model, model name and/or number and model year Include Warranty Information
- _____ 4.40b Proposed Floor plans
- _____ 4.40c Curb Weight (empty weight and Gross Vehicle Weight Rating (GVWR) of vehicle
- _____ 4.40f Location of nearest depot which will furnish a complete supply of parts and components for the repair and maintenance of the vehicle to be supplied
- _____ 4.40g Description of the undercoating/rust proofing system, including warranty to be provided.
- _____ 4.40h Location of assembly
- _____ 4.40i List of five users names, addresses and telephone numbers who have been provided similar equipment
- _____ 4.36 Training- submit letter of understanding to the terms in this section

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	Item Description	Unit Price	Estimated	Extended Price
		Per Vehicle	Quantity	
	Base Vehicle bid		20	

Option	Item Description	Unit Price	Estimated	Extended Price
		Per Vehicle	Quantity	
A	Brake Retarder		20	
B	Roof Mount A/C Condenser		20	
C	Emergency Rear Exit		20	
D	Front Curbside Lift		20	
E	Child Restraint Seat		20	
F	Cloth Passenger Seats		20	
G	Automatic Tire Chain Device		20	
H	Rear Air Suspension		20	
I	Security Camera Playback System		20	
J	Vehicle Skirt Painting		20	
K	3/4 Body Paint with Expanded Graphics		20	
L	Full Bus Body Paint		20	
M	Extended length +4		20	
N	Extended length +8		20	
O	Substitute M2 Style Truckbus		20	
P	M2 Extended length +4		20	
Q	M2 Extended length +8		20	
R	Transit Bicycle racks		20	
S	Chassis with gasoline engine		20	

Total for Bid Evaluation:

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PTR 13039

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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

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)