



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

Solicitation

NUMBER
PTR13058

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
LAURA HOOPER 304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

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DIVISION OF PUBLIC TRANSIT
KANAWHA VALLEY REGIONAL TRANS

1550 FOURTH AVENUE
CHARLESTON, WV
25325 304-343-3840

DATE PRINTED
01/14/2014

BID OPENING DATE: 02/11/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		557-05		
				158" WHEELBASE BUSES (CUTAWAYS)		
				REQUEST FOR QUOTATION (RFQ)		
				OPEN-END CONTRACT		
				THE WEST VIRGINIA STATE PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF PUBLIC TRANSIT, IS SOLICITING BIDS FOR ONE (1) TO TWENTY (20) 158" WHEELBASE CUTAWAY BUSES, PER THE ATTACHED SPECIFICATIONS.		
				***** THIS IS THE END OF RFQ PTR13058 ***** TOTAL:		

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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



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



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



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

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

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

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

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

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

Question Submission Deadline: January 30, 2014 at 5:00 PM EST

Submit Questions to: Laura Hooper, Buyer

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-4115

Email: laura.e.hooper@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 N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

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

Bid Opening Date and Time: February 11, 2014 at 1:30 PM EST

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.

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

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

☐
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☐

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.

SPECIFICATIONS

1. PURPOSE AND SCOPE:

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for 158" wheelbase cutaway buses to provide specialized transportation services in an urban and rural environment, including hilly terrain and a severe winter operating climate. It is the intent of this Request for Quotation (RFQ) to require the Vendor to deliver complete new vehicles in one of the configurations identified as a class on the pricing pages, 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 buses with the configurations identified herein and on the Pricing Pages as Classes A through H
- 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 PTR13058.
- 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

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

Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. All Contract Items must meet or exceed the mandatory requirements contained in this section number three and its subsections.

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 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 time of manufacture. All vehicle specifications must be in compliance with Americans with Disabilities Act (ADA) regulations at the time production of the vehicle commences.

3.2 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.

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

The vendor must 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.

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.

3.4 SERVICE LIFE:

Bus shall have completed a 4 year STURAA Test. **Vendor should submit report with bid, but must submit this information within 48 hours of request.**

3.5 ENGINE AND RELATED COMPONENTS:

- a. Engine shall be 305 hp minimum, heavy duty gasoline powered. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- b. The engine shall be furnished with an OEM large capacity full flow oil filter easily visible for checking and accessible for servicing and replacement without removal of any major component. A dry type air cleaner is required.
- c. The engine shall be installed so as to 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.

- d. Two (2) ambulance style bilge cooling ports shall be installed on OEM hood to facilitate air exchange in the engine compartment.
- e. Exhaust System-- The muffler shall be a low exterior noise type. The tail pipe must be extended approximately two (2) inches beyond the streetside of the vehicle. A minimum of two (2) heavy duty exhaust hangers is required from the rear axle to the rear extension of the vehicle. Hangers must be bolted to chassis or structure, **NOT WELDED**.
- f. Fuel System--A single fuel tank must have a capacity of at least 55 gallons and be located between the chassis rails behind the rear wheels.
- g. Cooling System--The cooling system shall have sufficient capacity to provide satisfactory cooling at 115 degrees Fahrenheit at sea level, and shall be equipped with an overflow tank such that coolant expelled is saved and restored to the cooling system. The cooling system shall be the OEM chassis supplier's heaviest duty system. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- h. High Idle System-- A high-idle system, intended to maintain battery charging under heavy demand when the vehicle is stationary and the emergency brake is applied must be provided on all vehicles.
- i. The fast idle switch will automatically disengage when the vehicle is placed in forward or reverse gears. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- j. Engine Oil Cooler-- An OEM or other appropriate oil cooler shall be provided. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**

3.6 TRANSMISSION AND RELATED COMPONENTS:

- a. The transmission shall be automatic with a minimum of four (4) forward speeds. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- b. The transmission and drive shall be heavy duty.
- c. 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.
- d. The transmission shall have the OEM's separate cooling system appropriate for the configuration of the vehicle. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**

3.7 BRAKES, STEERING, SUSPENSION, AND RELATED COMPONENTS

3.7.1 Brakes

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

At a minimum, it shall consist of service brakes with power assisted dual hydraulic actuation. Anti-lock braking shall be provided to the maximum extent available from the OEM chassis supplier.

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

Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.

3.7.2 Steering

a. Steering shall be power assisted

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

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

d. The steering geometry shall allow the turning radius required in the breakout of class requirements listed in 4.1.1 to be achieved in both directions.

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

f. Suspension-Suspension system shall be of the heaviest rating available, such as the E-450 Super duty suspension system, or equal. Suspension systems shall provide the low, unsprung weight characteristics necessary for passenger comfort without sacrificing vehicle stability and shall provide heavy-duty shock absorbers. A front axle with independent suspension is preferred **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**

3.7.3 Vendor must perform a front end alignment after each vehicle is completely built. The vendor shall supply a camber and caster kit for each vehicle. **Vendor shall supply a**

statement of completion certifying that alignment was completed with warranty information.

Bus must have MOR/RVDE Suspension System or Approved Equals. Rubber shear spring suspension that works in conjunction with the chassis steel leaf spring suspension to absorb road shock. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**

3.7.4 Wheels and Tires

- a. Wheels. 16.0 (d) x 6.00" width or size compatible with the suspension and GVWR will be furnished. Each inner dual rear wheel shall come with an air valve extender. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- b. Tire Rating and Type. E rating truck and all weather radial type.
- c. Spare Wheel and Tire. Manufacturer shall provide a spare tire as standard equipment. The spare wheel and tire shall be sized per 4.4.1 and shall be shipped loose in the body of the vehicle appropriately secured so as not to damage the vehicle interior during shipment. Spare is to be the exact same tire as provided on the vehicle. Spare tire shall be painted as per 3.7.4 d, and it shall be inflated to the proper pressure with air, not nitrogen.
- d. Both inner and outer wheels shall be painted to match the basic body color, which is white.

3.8 ELECTRICAL SYSTEM

The vehicles are to be supplied with a twelve (12) volt electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws, due to lights, flashers, air conditioning or heaters, and other accessories in constant operation. **Uniform As Built Schematics must be supplied and current with all vehicles in Word or Adobe reader format as well as two (2) 11" X 17" laminated print copies of the as built schematics. All wiring in all vehicles shall be the same, as built, with all lighting to be LED with the exception of OEM chassis lighting. All wiring shall be loomed and held in place by insulated clamps spaced every 12 inches on center. Wiring shall be system, number or color, and function coded. All wiring will be 14 and 16 gauge where appropriate. All wiring shall have adequate electrical insulation and provide flexibility and resistance against solvents or abrasives in accordance with SAE standards. All exposed underbody connectors shall be weather proofed for protection. Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**

3.8.1 Alternator

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

The alternator shall be sized to provide a minimum of 90 percent of the continuous system draw at the engine manufacturer's recommended idle or 100 percent at automatic fast idle as specified in 3.6 g (High Idle System). The alternator speed shall not exceed its recommended maximum or recommended high engine speed. The continuous system draw shall include all accessories in their "high" position, which could operate as the vehicle is in motion; i.e., excluding intermittently operating devices, such as turn signals, brake lights, or wheelchair lifts. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**

3.8.2 Batteries

Two heavy-duty 12 volt batteries shall be provided with a minimum total capacity of 1400 CCA. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**

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

3.8.3 Exterior lights

- a. All exterior lights to be single contact. Double contact may be used for tail, stop, and rear turn signals.
- b. OEM headlights or LED headlights sealed from moisture intrusion with high and low beams controlled by a column-mounted lever switch or by a foot switch mounted on the floor, which will be sealed from moisture, are required. Headlamp units shall be of the latest type and low beam rating of 600-hour life minimum. **Headlights shall be wired for daytime running.**
- c. Directional signals independent of the brake lights shall be provided and shall have 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 lights. **Provide detailed information on the installed LED lights with the bid submittal. Vendor**

should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.

- e. In addition to the normal stop lights provided on the base, a safety amber LED alert traffic sign is also required. It will illuminate when brake is pressed to alert rear oncoming traffic that vehicle is stopping. The sign will display CAUTION STOPPING only. Transpec Model # 7500 or approved equal. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.** The light shall be mounted on the centerline of the vehicle above the rear door and shall be wired to work in conjunction with the normal stoplights. This extra light shall be treated as a brake light.
- f. Red rear reflectors and two reflectors on each side of the vehicle, amber front and red rear, shall be provided.
- g. LED 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 that meet Federal and State of West Virginia regulations.
- j. Two (2) LED back-up lights shall be provided that meet Federal and State of West Virginia regulations.
- k. A wheelchair lift light shall be located inside the vehicle to illuminate the lift. Two (2) additional lights will be mounted on the skirt below the lift to illuminate the surrounding area of the street. The lights shall function automatically when the lift door is opened, even when the running lights switch is in the off position, to provide illumination in accordance with FTA/ADA requirements. Installation of the lights shall not intrude upon the headroom or effective width of the wheelchair access area. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- l. LED marker, cluster, and all other lights as required by State and Federal regulations shall be provided. Lights shall operate with or without the engine running.
- m. The rear hazard flashers shall be activated when the lift operating circuits are energized.
- n. All lights are to be LED lights with the exception of the OEM lights.

3.8.4 Interior Lighting

- a. The interior shall be illuminated by LED fixtures. Interior shall be illuminated to provide a minimum of twelve (12) foot candles of illumination measured at thirty-six (36) inches above the floor over each two-passenger cross seat. **Vendor should submit detailed information on the installed interior lights, product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- b. The stepwell area shall be illuminated to FTA/ADA standards by door activated LED stepwell lights including the immediate area outside. These lights shall be shielded to protect passengers' eyes from glare. Light fixtures shall be totally enclosed, splash-proof, designed to provide ease of cleaning as well as lamp housing removal and shall not be easily removed by passengers. Stepwell lights shall be protected from damage caused by passengers kicking the lenses or fixtures and shall not be a hazard to passengers. Stepwell lights shall be activated by operating the passenger door even with the running lights switch in the OFF position.
- c. Red LED location indicator lights shall be provided above all emergency exits.

3.8.5 Wiring

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

3.8.6 Audible Alarms and Back Up Cameras

- a. A twelve (12) volt 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 while the transmission is in reverse. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- c. An audible door ajar alarm shall be provided for any rear emergency door.

- d. A back up camera system will be installed on each bus so that the area around the back of the bus is clearly displayed on a monitor that is mounted in an easily visible area for the driver. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**

3.8.7 Electrical Fuses/ Circuit Breakers

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

3.9 HEATING, AIR CONDITIONING, AND VENTILATION

3.9.1 Heating System

- a. The heating system shall provide heat for both the driver and passengers as well as defrost air for the windshield. The system shall provide for a comfortable temperature for passengers throughout the vehicle by providing heat from both a dash and passenger compartment heater. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- b. An electrical stepwell system heater, to be approved by the Division of Public Transit, shall be provided to eliminate ice and snow build-up. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- c. A passenger compartment heater shall be provided towards the back of the vehicle to ensure consistent heat distribution throughout the vehicle. A booster pump is required. Gate valves shall be provided to allow the rear heater system to be shut off. Heater fans shall have high and low speeds. Heater Capacity 1 x 35,000 BTU minimum. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**

3.9.2 Air Conditioning System

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

- a. The OEM's engine driven compressor with a minimum displacement of 9 cubic inches. Provide a secondary engine-driven compressor of sufficient size to circulate the rear A/C per specifications. **Vendor should submit product description, warranty information,**

and product literature with bid, but must submit this information within 48 hours of request.

- b. The OEM's front mounted condenser shall not be removed. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- c. A two or three fan (minimum fan size-10"—equivalent to previously available Carrier CM3) skirt mounted condenser shall be shielded from road spray. TransAir SMC3L style air conditioner is preferred.
- d. A ceiling mounted evaporator at the rear of the passenger compartment with a minimum capacity of 65,000 BTUs and separate fan speed control. TransAir TA73 style evaporator or equal is preferred. The A/C system shall utilize environmentally friendly R-134a refrigerant. Refrigerant hoses shall be double braided (type C, class II) and the refrigerant hoses and fittings must be SAE specification J2064 compliant. All A/C hoses, heater hoses and wiring shall be properly protected. The A/C systems will include, as standard, ATCO Air-O-crimp, Goodyear, or approved equal connectors and hoses. Beadlock fittings and rubber barrier hoses are not acceptable.

3.10 ROOF HATCH

Vehicles shall be equipped with one five (5)-way, 23" x 23" minimum vent/escape hatch, Transpec Model 1975 or 1122, 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.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=82ce6b16820356ebdf0d7eb23acbe89c&rgn=div8&view=text&node=49:6.1.2.3.37.2.7.53&idno=49>

Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.

3.11 INSTRUMENTS AND CONTROLS

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

- Speedometer with recording odometer;
- Ampmeter and voltmeter;
- Oil pressure gauge;
- Fuel tank level gauge;
- Engine temperature gauge;
- Parking brake indicator;
- Head light high-beam indicator;
- Directional signal and flasher action light;
- Power port for cellular phone.

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

3.11.1 Controls

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

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

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

The Division of Public Transit must approve location of all controls, post-award, pre-production.

Circulation Fan

A two-speed heavy duty commercial vehicle circulation fan shall be provided in the driver's area for increased circulation. The fan shall be a minimum of 6" in diameter with at least a three-position control switch. **Location will be approved by the West Virginia Division of Public Transit post award, pre-production.**

3.12 BODY

3.12.1 General:

Body shall be steel framed with a minimum 18-gauge steel and be built as an integral welded unit mounted on a chassis and adequately reinforced at all joints where stress concentration may occur. Side walls, rear wall, roof, and floor must be welded together; joining by other means is not acceptable. **Details of body construction including materials, methods of joining and assembling components or sub-assemblies and method of attachment of the body to the chassis must be submitted within 48 hours of request.** Honeycomb construction is not acceptable.

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

- a. Federal and state requirements, including FMVSS #220 Rollover Protection, are required to be met. The side and end forming shall be so designed and constructed that they will

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

- b. Before assembling, all non-anodized painted metal body parts (both aluminum and steel) shall be given a thorough multiple stage anti-corrosion primer treatment that meets ASTM B117 (3500 hours) and ASTM D870m (1000 hours).
- c. Nuts, bolts, clips, washers, clamps, and like-parts shall be galvanized, zinc-coated, or given a coat of primer as additional protection against corrosion. **All exterior screws and bolts shall be stainless steel.**
- d. Interior surfaces of any exterior painted body panels and posts which are covered by trim materials shall be given a coat of primer as additional protection against deterioration.
- e. All exterior joints and seams shall be protected by the application of caulking compound of Sikaflex UV resistant sealant with an etching primer, or approved equals.
- f. All interior and external panels shall be bonded to the body frame without the use of mechanical fasteners, such as screws or rivets. Two sided tape is unacceptable. Exterior panels shall be applied in a single piece (no seams). The only seams allowed will be where the sidewalls, rear wall, and roof are joined together. All fasteners shall be installed to resist vibratory loosening. Exterior seams shall be constructed in such a manner that they shed water; the roof panel shall be lapped over the side panel, and the side panel shall overlap the skirt, and in no case shall the sealing of the panels be dependent on caulking alone. All exterior joints and seams shall be protected by the application of caulking compound, such as Sikaflex, butyl rubber type, or approved equal.
- g. All vehicles purchased under this contract shall, during the course of manufacture and prior to acceptance, shall be subjected to a water test to determine body leaks. This test shall consist of a series of nozzles, which are strategically located around the perimeter of the vehicle as to spray water over the entire surface of the vehicle. The nozzles shall eject a volume of water no less than twenty-two pounds per square inch measured at the nozzle tip. Body shall be thoroughly water tested and made tight to prevent leakage. **The bidder shall provide the procuring agency with details of its water testing procedure with the bid.**
- h. All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished.
- i. The passenger entrance frame and wheelchair door frame shall be aluminum or stainless steel construction only.

- j. The front cap shall have an extra framed support from the side of the passenger entrance door to the floor.

3.12.2 Body Panels

- a. Roof shall be one piece metal, fiberglass, or approved equal panel with one and one-half (1-1/2") minimum thickness rigid foam insulation or equivalent. Side panels above the floor line shall be fiberglass reinforced plastic (FRP), steel, aluminum, or approved equals on the exterior, of one piece construction, firmly attached to prevent flexing of the panels to the frame structure to present a smooth pleasant appearance and to be free from drumming or oil canning. Vacuum lamination is the preferred method. **Application of exterior sidewalls with two sided tape is not acceptable. Vendor should submit description of roof construction with bid, but must submit this information within 48 hours of request.**
- b. Side panels (skirt) below the floor line shall be detachable aluminum and separate from the above panels for ease of the maintenance and repair. Aluminum under floor shall be provided for the whole of the passenger compartment.
- c. Stepwells shall be of one-piece stainless steel or aluminum construction welded into the floor and side structures. The tops and bottoms of the steps and risers will be coated with spray-on undercoating product, such as Cora Shield, Z Tech, Nanochem, or Z Guard.
- d. Wheel housings shall be steel and should provide clearance for wheels equipped with chains to move freely and to allow a wheel to be removed with the vehicle jacked on the rear axle. Rear fenders should be flexible.
- e. 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.

3.12.3 Roof Gutters

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

3.12.4 Doors- Access And Entrance/ Exit

- a. Access doors shall be provided where necessary to service transmission, engine, radiator, batteries, air-conditioning, and radio system components, if any.
- b. Ambulatory Passenger Entrance/Exit

Dimensions shall be:

Overall Clear Height no more than 80 inches

Overall Clear Width	not less than 29 inches
Tread Depth	not less than 12 inches
Riser Height	not to exceed 9 inches
Distance Ground to Step	not to exceed 12 inches

- a. When the entrance is closed, the lower step shall not protrude beyond the door line more than two (2) inches
- b. Brushes and other appropriate seals shall be fitted to the bottom of the door panels to assist in sealing and snow clearance.
- c. Electrically operated door to be provided. Door control shall be within twenty-eight (28") inches of the driver. The door frame shall be welded at all seams to ensure that the door frame will not separate. An additional post shall run from the side of the passenger entrance door to the cap to provide an extra support for the cap. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- d. The passenger entrance door frame shall be aluminum or stainless steel construction only.
- e. Passenger door shall be key or keypad operated from the outside and by a rocker or toggle switch from the driver's console. Door pivot pins shall incorporate permanently lubricated bearings. Door must have an emergency release in case electric is not properly working.
- f. Driver's door shall have an aluminum running board for easy access for the driver. The Division of Public Transit requests 11.5" wide maximum and within 8" of the ground.
- g. **NON-AMBULATORY PASSENGER ENTRANCE/ EXIT**--A driver operated, two-piece wheelchair entrance door with large upper viewing window, capable of being locked, shall be located at the rear of the curbside and behind the rear wheels. Doors shall be fitted with heavy-duty, full-length piano hinges. These doors shall not sag when open, and if there is a possibility of sagging, additional preventative gussets need to be inserted. The handle shall be placed on the interior of the door so that the door may be opened from the inside of the vehicle in case of emergency, even with the ramp in the raised and folded position. A minimum clear vertical distance of 59 inches is required through the doorway and lift installation. Overall door width of no less than 46 inches is required. The door width must provide operating clearance for a lift meeting the requirements of Section 3.13.
- h. 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.
- i. The striker for the signal must not have contact with flexible section of the door. It must either make contact with the top mullion or have a two (2") inch by two (2") inch striker

plate to prevent false alarms as, over time, the pin creates slack in the foam-filled door material. This requirement can also be met by using a magnetic proximity switch for the door ajar buzzer and interlock system.

- j. A heavy duty pneumatic arm shall firmly secure the door in the open position and shall be riveted to both the body and door or double nut and lock nut used.
- k. Emergency Exit Door--A full height rear emergency exit door with a minimum clear opening of thirty-six (36") inches by fifty-seven (57") inches minimum that fully complies with ADA standards shall be provided on all floor plans. Large upper and lower windows shall be provided in the door to maximize rearward visibility. Emergency exits with full length stainless steel piano style hinge will be required on all floor plans. A camover or spring-style holdback to be used to secure door in open position. Pneumatic shock is unacceptable for rear door.

3.12.5 Floor Construction and Covering

- a. constructed of a minimum of five-eighths inch (5/8"), five ply, exterior BC grade (or better) water-resistant plywood without visible cracks or holes firmly secured to the floor structure by the use of adhesive and mechanical fasteners with no intrusions into the bus body compartment. Floor shall be laid in such a manner as to be free from squeaking.
- b. All flooring shall be Rubber Solutions, RCA Transit Flooring, Altro, or approved equal. Floor covering to be blue and shall contrast with the seat cover colors. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- c. All flooring shall be covered with one-eighth (1/8") inch minimum smooth, slip resistant floor covering of a lighter color than the floor under the seat for riders with visual impairments. All step edges to be marked in accordance with FTA/ ADA requirements. Each step edge shall have a step tread utilizing one-piece Talon Tread flooring or an approved equal that features yellow contrast nosing.
- d. Floor covering shall be laid without gaps or openings. Joints shall be filled with color matching material to be tight against any influx or seepage of water and all edges shall be sealed.
- e. Floor covering under seat shall be one-eighth (1/8") inch minimum smooth, slip resistant floor covering of a contrasting color from the aisle, to be selected by the Division post-award, pre-production.
- f. Aisle front entrance and securement areas shall be covered with one-eighth (1/8") inch minimum smooth, slip resistant floor covering.
- g. A standee line is required in the same required yellow as the step nosing.

3.12.6 Insulation

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

Bidders shall specify the type of insulation along with evidence that it is flame retardant and non-toxic within 48 hours of request. Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.

3.12.7 Bumpers, Fenders, and Molding

Bumpers

- a. The front bumper shall be the OEM chassis supplier's.
- b. The rear bumper shall be unpressurized, self-contained, self-restoring, energy absorbing bumpers of the HELP system, such as the ROMEO RIM, SMI, or approved equal. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**

Fenders and Molding

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

3.13 WHEELCHAIR LIFT

A Braun Millennium 2 series, Ricon, or approved equal lift with a lifting capacity of 800 lbs shall be provided that fully meets or exceeds ADA requirements. Platform width will be thirty-seven (37") inches minimum and length to be fifty-one (51") inch minimum. **It is recommended that the vendor submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request. Lift must comply with new and or current Federal Regulations.**

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 readily accessible for service. In the event of power

failure, the deployed lift platform shall be able to be lower manually with passengers and raised without passengers.

- c. System control valve shall be solenoid controlled and shall be accessibly mounted for easy maintenance. All lift components shall either be inside the vehicle or enclosed and protected from water wash.
- d. Electrical control switches shall be completely weather proof and labeled as to function. All switches shall be of the momentary type.
- e. The lift installation shall provide a hand-held switch for remote operation of the lift in addition to or in place of the regular door-mounted electrical lift controls. The lift control cable shall have a protective steel wire cover from control to base of lift, if available.
- f. A caution sign shall be prominently displayed in full view of persons standing at curbside of the vehicle as a warning to stand clear for lift operations.
- g. An interlock system, such as Intermotive Gateway ILIS, or approved equal, shall be provided which renders the lift inoperative unless the transmission shift lever is in the "Park" position and the emergency brake is applied. **Bidder should supply full details of the proposed securement system with bid submittal, but must submit this information within 48 hours of request.**
- h. Activating the lift circuitry switch will cause the rear hazard lights to flash.
- i. The lift should feature a belt connected to the handrails that will protect the passenger on the wheelchair lift from falling from the outboard edge of the lift.

3.14 SEATING AND SECUREMENT

A minimum seating capacity as outlined in the general characteristics is required using forward-facing flip seats where necessary in their bids. Seating diagrams shall be provided within 48 hours of request.

Passenger Seats

- a. Seats shall be Freedman, American Seating, or an approved equal with an under seat lap belt and contoured configuration. Seats shall be spring base with a minimum of 5 inches of foam padding. Upholstery shall be 3.5 vinyl-fabric hybrid, such as Mor-Care from Freedman or an approved equal, with ABS Knee-Saver back. **Bidder should supply full details of the proposed securement system with bid submittal, but must submit this information within 48 hours of request.**
- b. Retractable seatbelts shall be provided for each seat and must be attached to the seat frames. Two (2) seat belt extensions per bus must be provided.
- c. A grab rail shall be provided on all forward facing seatbacks.

- d. Seats shall use a single T pedestal leg with black painted finish and side rail for mounting.
- e. At least 2 seats shall be equipped with a Freedman Featherweight CRS-225 child safety latch for securement of children's car seats, or an approved equal. If the designated seat is at a wheel well, it can only be on the wall seat.
- f. Standard seats shall conform to the following dimensions:

Width per passenger	17.5 inches minimum
Height of seat cushion	18-20 inches above floor
Depth of seat	17 inches maximum
Height of seat back	22 ½" maximum (except high back on rearmost seats)
Hip-to-Knee room:	27 inches maximum
Aisle width	16 inches minimum

- g. Seats and seating shall comply with the following FMVSS Standards:

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

- h. Aisle Width--Seat shall be mounted flush (within 1 inch) against the side wall of the vehicle to allow for a minimum aisle width of 16 inches.
- 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, six way adjustment, and lumbar support as a minimum. 9100 ALX 3 (9110) operator seat approved equal. **Bidder should supply full details of the proposed securement system with bid submittal, but must submit this information within 48 hours of request.** Seats shall have FMVSS certified retractable seatbelts appropriate for the seat and FMVSS compliant. Seats shall have a minimum of three (3) inches fore and aft adjustment and from 15 to 30 degrees recline with positive latching. Seat installation shall allow for unimpeded movement over the whole seat positioning range as well as the ability to enter and exit the seat to the right side, into the bus.

3.15 MOBILITY AID SECUREMENT

Each wheelchair will be equipped with an ADA compliant, fully automatic retractable restraint system that has self-tensioning, self-locking tie down belts that are interchangeable and that feature quick-release S-hooks, such as the Lok-It from American Seating, the Sure-Lok Titan Retractor System, Q'Straint, Secura, or an approved equal. The positions shall be located a minimum of six (6") inches from one another and not share tie down tracking. **Bidder should supply full details of the proposed securement system with bid submittal, but must submit this information within 48 hours of request.**

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

A convenient, secure, and rattle free installation shall be provided. **Bidder should supply full details of the proposed securement system with bid submittal, but must submit this information within 48 hours of request.**

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

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

- The wheelchair retractors shall be fully automatic, auto-locking, and self-tensioning.
- The retractors shall remove any slack in the webbing after they are secured to the wheelchair.
- The retractors are self-retracting; therefore, no belts are left on the floor, keeping them cleaner and longer lasting.
- The retractor shall have a "LOCKED" indicator tag and shall only be visible when the retractor is in the locked mode, assuring that the retractor is not in the release mode when properly secured to the wheelchair.
- The retractors shall be heavy duty with heat treated structural components and plated for superior corrosion resistance.
- The retractors shall have a chrome plated metal cover for long lasting protection.
- The retractors shall have blue webbing and the occupant restraints shall be of a contrasting color for easy identification in the field.
- The retractors shall be designed to be low-profile to fit under most wheelchair footrests.
- The retractors shall be equipped with anchoring points for the attachment of the occupant restraint lap belts.
- The retractors shall be used in a variety of shoulder/lap belt combinations.
- The retractors shall have manual knobs for additional tightening, if needed.
- The retractor operator shall be able to secure a wheelchair with one hand in as little as 10 seconds.
- The retractor shall have a minimum warranty period of three (3) years and shall have a manufacturing label to identify the part number and date of manufacture for easy traceability.
- The retractors, occupant restraints, and anchoring equipment shall be installed in accordance with the manufacture's installation instructions and recommendations.
- The retractors and occupant restraints shall meet or exceed, but not be limited to, the following specifications: 30 mph/20g Impact Test Criteria per SAE J2249; ISO 10542; Canadian Z605; National Standards for School Buses; ADA n(49 CFR Part 38); FMVSS 209, 222, and 302.

3.16 PASSENGER ASSISTS

Passenger assists shall be constructed of seamless stainless steel tubular stock having an outside diameter of between 1.25 inches and 1.5 inches and shall be provided as specified below on all including Option I Non-accessible vehicle.

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

- Assists shall be 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 at 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 substantially 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 3.18) and behind the rearmost passenger seats and in front of the lift.
- All stanchions shall have rubber fittings at top and bottom where the tube inserts into the anchor to provide more stability and vibratory wear resistance.

3.17 MODESTY PANELS

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

A full-height 3/8" LEXAN or plexiglass translucent barrier shall be provided behind the driver's seat and above the modesty panel. **Modesty panel installation location must be approved by the Division of Public Transit, post award, pre-production.**

3.18 GLAZING

All glazing material shall meet federal safety requirements.

- a. Windshield--Windshield shall be OEM tinted.
- b. Windshield wipers shall be heavy-duty, three-speed automatic (intermittent, low, and high) wipers that are controlled by the driver.
- c. Passenger Windows--Windows shall be a top mounted T slider with at least one curbside and two street side points of hinged emergency egress. Emergency exits are to be denoted with fade and peel resistant decals. Cling and peel decals are not acceptable. Size shall be thirty-

- six (36") inches wide by thirty-six (36") inches high, with one-eighth (1/8") inch AS-3 tempered glass tinted for 31 percent transmittance, or as submitted and approved.
- d. Passenger Door --Door panels shall have full height AS-2 tempered glass windows for maximum visibility of the curb.
 - e. Transition Windows--The transition panel between the passenger door and the front fender shall have a window of approximately 34 inches by 10 inches minimum dimensions to enhance the view of the curb area.
 - f. Lift Door Windows--Lift doors shall incorporate a single large window in each door panel consistent with the other passenger windows. Door shall be two-piece as is specified in section 3.12.4 g.
 - g. Rear Windows--In addition to the windows in the rear emergency door, windows shall be provided on both sides of the door to increase rearward visibility.

3.19 MIRRORS AND SUN VISOR

- a. Exterior: Two (2) sixty-one square inch minimum, fully adjustable outside rear-view mirrors shall be provided: one at the driver's door and one at the right front body corner, such as the Rosco Eurostyle model number 715H and 717H, or approved equal. Mirror arms shall be constructed on anodized aluminum, stainless steel, powder coated steel arm, or another non-corrosive, approved equal material. Mirror arm may be chrome plated. Convex "blind spot" mirrors shall also be provided on each side of the vehicle, with a minimum five inch (5") diameter. The convex mirror shall be built into the same head as the flat mirror and shall not be of the stick on type. Both mirrors shall be reinforced mounted breakaway mirrors. Bolts shall be of a superior grade to ensure the bolts from breaking or snapping. Mirrors shall be heated and remote controlled, such as those produced by Rosco, Lucerix, or approved equal, and shall be heated and remote controlled. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**
- b. Interior: A six inch (6") by sixteen inch (16") minimum rectangular rear view mirror shall be installed that provides a complete view of the interior to the driver.
- c. Rear View Mirror--The OEM's rear view mirror shall be retained.
- d. Sunvisor--A driver's sun visor shall be provided that is able to pivot to cover the driver's door window.
- e. Fresnel Lens--Each vehicle shall be equipped with a flat, wide-range, Fresnel lens, approximately eleven inches (11") by fourteen inches (14"), ready for installation/placement by the purchaser upon delivery of the vehicle.

3.20 MUD FLAPS

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

3.21 AM/FM CD CLOCK RADIO

Vehicle shall be equipped with the OEM's deluxe digital radio stereo with CD and a 4 speaker system for the passengers. Deluxe aftermarket radio manufactured by Panasonic with CD feature or a Sony AM/FM/CD/Clock with 4 speakers are approved equals. At least one (1) additional speaker shall be installed in the driver's door or driver's side of the dashboard. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**

3.22 STORAGE COMPARTMENT

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

Bottom hinged compartment doors will be provided with restraint straps to limit its movement to 90 degrees. Top hinged doors will be provided with a latching mechanism to hold door in upright position when open. **The Division of Public transit must approve location and size post award, pre production.**

Tuffy storage boxes are accepted as an approved equal when other selected options restrict available space as specified. **The Division of Public transit must approve location and size post award, pre production.**

3.23 EMERGENCY/ SAFETY EQUIPMENT

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

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

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

Fire Extinguisher: A 5 lb. dry chemical fire extinguisher with a minimum of 20-A: 180-B:C rating shall be provided in vehicle and shall be mounted in an access compartment with a hinged door or on a vehicular-type, quick access bracket, away from foot traffic.

Lug Wrench of the appropriate size

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.

Bloodborne Pathogen Protection Kit: A 10 unit minimum kit housed in a polypropylene or metal box and containing at least the following:

Gown/ Cap (1)	Red Biohazard Bags with Ties (2)
Goggles/ Eye Shield (1)	Crepe Towels (2)
Mask (1)	Antiseptic Towelettes (4)
Set of Gloves (3)	Disinfectant Towelettes (4)
Infectious Liquid Control Powder (2 oz.)	Mouth to Mouth Barrier (1)
Scraper (1)	Scoop Bag (3)

Web Cutter: A Sure-Lok premium #8705 or approved equal shall be secured in a location accessible from the driver's seat.

Two Mylar Blankets: Two (2) folded, sealed and stored silver 80-85" X 50-70" Mylar disposable rescue blankets by Certified Safety Manufacturing or an approved equal.

Wool blankets: 2 wool blankets

Safety Vest: A highly-visible reflective safety vest to be worn by the driver in the event of an emergency that makes the driver visible to evacuating passengers and other motorists.

The Division of Public Transit will designate the location of the emergency equipment.

3.24 UNDERCOATING AND RUSTPROOFING

The vehicle shall be fully undercoated at the point of manufacture before delivery. Suggested applications are Symtech, Tectyl, Z Tech, BASF Degacoat 310, Pearl Guard or approved equal. **Vendor should submit product description, warranty information, and product literature with bid, but must submit this information within 48 hours of request.**

3.25 PAINTING, FINISHING, AND SIGNAGE

Painting and Finishing

3.25.1 Interior

Ceiling and side panels shall match the interior color scheme and provide a hard, vandal resistant, flame retardant surface. **Available interior paint and trim schemes should be provided by the bidder for review and selection by the Division of Public Transit with the bid, but must submit within 48 hours of request.**

3.25.2 Exterior

a. Paint

Surfaces shall be properly cleaned and primed, as appropriate, for the paint used. All exterior surfaces shall be impervious to gasoline and commercial cleaning agents. The exterior of each coach shall be painted a basic white or light cream color as furnished by the chassis manufacturer. Fiberglass matching the color of the chassis is acceptable. Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals.

b. Paint Scheme

Paint schemes and paint colors of the agencies receiving the vehicles will be furnished to the successful Vendor. Matching touch up paint must be provided. 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. Where the logo covers the windows, perforated vinyl shall be used. Skirt painting must be included in the price. As noted in section 4, classes D through G require either a full bus paint package or a ¾ paint expanded graphics package as selected by the Division of Public Transit at the time of order. Vendor must provide the full bus paint package or the ¾ paint expanded graphics package for the same price.**

c. Exterior Reflective Vinyl Tape

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

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

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.

When reflective tape and paint are used for the same color on one vehicle, they must match (example: painting the bus skirt and using tape stripes for the side of the vehicle must match.) Vendor shall supply sample of exterior vinyl and chart to be used for logo and striping of vehicle. The vehicle shall be striped from front to back with exterior white reflective vinyl tape around the egress passenger windows, meeting DOT-C2 standards.

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

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

3.25.3 Signage

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

a. Interior Decals:

- "No Smoking" sign shall be installed on the driver modesty panel
- "All passengers are required to wear seat belts when vehicle is in motion" sign shall be installed on the driver modesty panel.
- "Clearance __feet__inches" above driver's visor. (These specific figures on clearance will be determined by exact dimensions of vehicle.)
- A sign that displays
"Emergency Telephone Numbers:
Police:
Ambulance:
Fire:
Transportation System:"
- "Emergency Equipment" sign shall be applied to the storage compartment above the driver's seat.
- "Priority Seating" decal shall be supplied for the first two, forward-facing fixed seats on both sides.
- Black lettering on yellow background "Watch Your Step" decals are to be affixed to entrance step risers.

b. Exterior Decals:

- "This vehicle makes frequent stops" decal applied to the backdoor
- The International Wheelchair Accessibility symbol on the back of the bus.
- "West Virginia Transit Assistance Program" paint scheme may be required on the exterior of the vehicle.
- "CAUTION: LOADING AND UNLOADING PASSENGERS"
- "THIS VEHICLE STOPS AT ALL RAILROAD CROSSINGS"
- Black lettering on yellow background "Watch Your Step" decals are to be affixed to entrance step risers.
- "Caution: stand clear for lift operations" on lift door

3.26 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.

3.27 MISCELLANEOUS REQUIREMENTS

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

- Two (2) bulkhead mounted document protectors, eight and one-half inches by eleven inches (8.5" by 11") for display of route information or system announcements.
- Interior advertisement racks mounted on both sides of the inner roof liner
- Exceeds ADA wheelchair lift is required. This lift is generation 2 since the new FMVS standards went into effect. It has a platform dimension of thirty-seven inches wide by fifty-one inches long (37" x 51"). The previous lifts were 34" wide. Note: The capacity is still 800 pounds. ADA currently requires 600 pounds.
- The wheelchair door required to facilitate the installation of the required lift is fifty-two (52") inches.

4.0 REQUIREMENTS SPECIFIC TO EACH VEHICLE CLASS

4.1 Class A: Vehicles identified as Class A vehicles must meet the following mandatory requirements in addition to the requirements listed in section 3, and as listed below in 4.1.1 through 4.1.4.

4.1.1 Measurements and Other Specifications:

GVWR	14,500 maximum
WHEELBASE	158" minimum
REAR AXLE	Dual Rear Wheel
TIRE	225/75R16 minimum
LOAD RATING	E
WIDTH (MAXIMUM)	96"
OVERALL LENGTH (APPROXIMATE)	275" maximum
OVERALL HEIGHT (MAXIMUM)	120"
TURNING RADIUS (MAXIMUM)	30-32'
SEAT/ WHEELCHAIR CAPACITY	Driver + 12 + 2 w/c passenger
PASSENGER HEAT	1 x 35,000 BTUs
PASSENGER A/C	65,000 BTUs separate from the dash- Requires dual compressors
ENGINE TYPE	Gas engine, 305 HP minimum

ENGINE CAPACITY	6.8 L minimum
SPARE TIRE	Loose
BATTERY	Dual
FAST IDLE	Yes
CURBSIDE EMERGENCY WINDOWS	1 minimum
STREETSIDE EMERGENCY WINDOWS	2 minimum

4.1.2 **Fixed Route Package**--This package will also contain the Passenger Signaling System, PA system, farebox provision and strobe light as described below.

Front and side destination signs shall be provided. These signs shall be digital LED types. There shall be 2 brackets fastened to the frame of the vehicle on top of each destination sign to secure the sign and eliminate movement. **Vendor should submit product description, warranty information, and product literature with bid, but must submit within 48 hours of request.**

Front and side digital destination signs shall be provided. A lightweight all LED sign that provided a wide viewing angle for visibility at day or night with automatic brightness adjustment. Signs must be compatible with Windows 95/98/2000/XP or NT programming platform for easy transit system use. The signs must come with all accessories in order for the transit systems to change routes daily if needed, including an operator control unit (OCU) with PC card port for uploading data 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 fastened to the 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. Vendor should submit product description, warranty information, and product literature with bid, but must submit within 48 hours of request.**

Twinvision or approved equal shall be supplied.

a. Dimensions: front- All LED 14 x 108 small pitch signs. Side – All LED 14 x 72. All programmable software and hardware is to be provided. Customer support shall be provided. **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. Vendor should submit product description, warranty information, and product literature with bid, but must submit within 48 hours of request.**

Passenger signaling system with a pull cord stop request system and touch tape with buzzer at wheelchair positions shall be provided. **Vendor should submit product description, warranty information, and product literature with bid, but must submit within 48 hours of request.** The pull cord system shall be at height that individuals with disabilities can access the cord at seat level front to rear.

Mobile PA system with a handheld mic, one external speaker, and two internal speakers shall be provided. PA system may be integrated into the radio system if it can be done without excessive splicing; otherwise, the systems should be separate.

Vendor should submit product description, warranty information, and product literature with bid, but must submit within 48 hours of request.

Farebox provisions require that the forward stanchion at the entrance steps be prewired for farebox installation. Forward stanchion shall be prewired at the driver's shoulder for mounting of fare box with enough slack for the positioning of the fare box to be moved.

A protected or guarded clear lens strobe light shall be installed on top of the vehicle. **The Division of Public transit shall approve the type, the installation location, and the process.** **Vendor should submit product description, warranty information, and product literature with bid, but must submit within 48 hours of request.**

4.1.3 Child Restraint Seat--This option is to upgrade one double mid-high to a double Integrated Child Restraint Seat (ICS) which is capable of securing a child between the heights of 33" and 49" with weight between 20 and 60 pounds. Instructions for the securement shall be printed on the seat and shall be easy to understand. **Vendor should submit product description, warranty information, and product literature with bid, but must submit within 48 hours of request.**

4.1.4 Security Camera System--Provide and install REI Bus watch system or approved equal, with DBW 4-320g hard drive, seat mounted security box with keys and four (4) color dome cameras per bus. **Locations of cameras to be selected by the Division of Public Transit.**

4.2 Class B: Vehicles identified as Class B vehicles must meet the mandatory requirements listed in section 3 and the mandatory requirements of Class A, with the exception that Class B vehicles must have full bus paint as listed below in 4.2.1.

4.2.1 Full Bus Body Paint--Per 3.25.2 b, the vendor shall supply full-bus body paint or three-quarter bus body paint with expanded graphics for each vehicle ordered. These two paint schemes must be offered for the same price. Vendor must supply a sample paint chart within 48 hours of request. The West Virginia Division of Public Transit will select the colors for each vehicle to be painted.

4.3 Class C: Vehicles identified as Class C vehicles must meet the mandatory requirements listed in section 3 and the mandatory requirements of Class B, with the exception that Class C vehicles must have passenger armrests as listed below in 4.3.1.

4.3.1 Flip-up Armrests A flip up armrest for each passenger aisle seat shall be installed. **Vendor should submit product description, warranty information, and product literature with bid, but must submit within 48 hours of request.**

4.4 Class D: Vehicles identified as Class D vehicles must meet the mandatory requirements listed in section 3 and the mandatory requirements of Class A, with the exception that Class D vehicles must have passenger armrests as listed below in 4.4.1.

4.4.1 Flip-up Armrests A flip up armrest for each passenger aisle seat shall be installed. **Vendor should submit product description, warranty information, and product literature with bid, but must submit within 48 hours of request.**

- 4.5 Class E: Vehicles identified as Class E vehicles must meet the mandatory requirements listed in section 3 and the mandatory requirements of Class C, with the exception that Class E vehicles must have extended body length and a VISTA style lift, or equal as listed below in 4.5.1 and 4.5.2.**

4.5.1 Extended Body Length with Front Lift --Extended length with front lift; Increase body length to 276" +/- and mount on 158-159" wheelbase chassis to accommodate front lift configuration and additional wheelchair position per attached floor plan.

4.5.2 Vista-Type Lift--Substitute Vista type lift for the Millennium II type lift.

- 4.6 Class F: Vehicles identified as Class F vehicles must meet the following mandatory requirements in addition to the requirements listed in section 3 as well as having the paratransit package and armrests as listed below in 4.6.1 and 4.6.2.**

4.6.1 Paratransit Package--include credit to delete maintenance manuals

One set of Tire Traction Chains of the appropriate size shall be provided for each vehicle. Chains will be secured in the vehicle at a location approved by the Division of Public Transit.

Jumper cables of stranded copper, 4-6 gauge, and seven (7) feet minimum length shall be secured in the storage compartment of the vehicle.

One set of Vehicle Jack and Lug Wrench of the appropriate size to be provided per vehicle in a safe and secure location.

4.6.2 Flip-up Armrests A flip up armrest for each passenger aisle seat shall be installed. Vendor should submit product description, warranty information, and product literature with bid, but must submit within 48 hours of request.

- 4.7 Class G: Vehicles identified as Class G vehicles must meet the following mandatory requirements in addition to the requirements listed in section 3 and the mandatory requirements of Class F, as well as having the security camera as listed below in 4.7.1.**

4.7.1 Security Camera System--Provide and install REI Bus watch system or approved equal, with DBW 4-320g hard drive, seat mounted security box with keys and four (4) color dome cameras per bus. Locations of cameras to be selected by the Division of Public Transit.

- 4.8 Class H: Vehicles identified as Class H vehicles must meet the following mandatory requirements in addition to the requirements listed in section 3 and the mandatory requirements of Class G, as well as having the child restraint seat as listed below in 4.8.1.**

4.8.1 Child Restraint Seat--This option is to upgrade one double mid-high to a double Integrated Child Restraint Seat (ICS) which is capable of securing a child between the heights of 33" and 49" with weight between 20 and 60 pounds. Instructions for the securement shall be printed on the seat and shall be easy to understand. Vendor should submit product description, warranty information, and product literature with bid, but must submit within 48 hours of request.

5.0 ADDITIONAL REQUIREMENTS APPLICABLE TO ALL VEHICLES

5.1 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.

5.2 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.
- 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.

5.3 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.

5.4 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 5.5 through 5.9, "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.

5.5 Quality Assurance

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.

5.5.1 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.

5.6 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 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.

5.7 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.

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.

5.8 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.

5.9 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 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.

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.

5.10 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. **PTR13058 is not a parts contract.**

5.10.1 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. 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.

The vendor may be required to supply the purchaser with performance data, samples, and special guarantees as a condition of acceptance of any proposed alternates.

- c. 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 the contract.

5.10.2 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 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.

5.10.3 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.

5.10.4 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.

5.10.5 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.

5.11 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:

5.11.1 Complete Vehicle

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

It is recommended that the vendor submit warranty information with bid, but must provide this information within 48 hours of request.

5.11.2 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 5.11.5 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.

It is recommended that the vendor submit warranty information with bid, but must provide this information within 48 hours of request.

5.11.3 Warranty Locations

A description of how and by whom warranty service is to be provided to four (4) areas of West Virginia is to be included with bid. 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.

It is recommended that the vendor submit warranty information with bid, but must provide this information within 48 hours of request.

5.11.4 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.

BRAKE SYSTEM:	Excluding friction material, three (3) years or 36,000 miles, whichever comes first.
BASIC BODY STRUCTURE/ INTEGRITY:	Three (3) years or 75,000 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, 75,000 miles or the higher of the OEM.

Warranty per specs on subsystems and components should be submitted with bid, but must provide this information within 48 hours of request.

5.11.5 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.

5.11.6 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.

5.11.7 DETECTION OF DEFECTS

If the Recipient Agency detects a defect within the warranty periods defined in Section 5.11.4 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 5.12 of this Part shall commence within ten (10) working days after receipt of notification by the Vendor.

5.11.8 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 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 5.12.3.

5.11.9 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.

5.12 WARRANTY REPAIR PROCEDURES

5.12.1 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.

5.12.2 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.

5.12.3 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 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.

d. 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.

5.12.4 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.

6.0 CONTRACT AWARD:

6.1 BID REQUIREMENTS

6.1.1 All bids must remain in effect until award.

6.1.2 The bid should be submitted in binder form with each section properly labeled with the required information attached to each section. Two (2) copies of the bid in binder form should

be sent to the Purchasing Division with one (1) clearly marked for the West Virginia Division of Public Transit.

6.2 Contract Award:

The Contract Items have been identified by Classes A through H on the Pricing Pages. The Contract will be awarded to the vendor that provides the lowest total cost for Classes A through H (taking into consideration the estimated quantities listed and compliance with the specifications contained herein) combined. Notwithstanding the foregoing, the State reserves the right to award this Contract to multiple vendors on the basis of the lowest cost per class (again taking into consideration compliance with specifications contained herein).

7.0 VENDOR QUALIFICATIONS

The Vendor must be a person, firm or corporation that:

- 7.1 Has in operation a manufacturing plant adequate to assure delivery of all equipment within the time specified under the contract.
- 7.2 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.
- 7.3 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.
 - 7.3.1 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.
- 7.4 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.
- 7.5 Has complete and accurate maintenance, parts and operator's manuals.

8.0 PRICE AND PRICING PAGES

8.1 Price:

- 8.1.1 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.

8.1.2 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.

8.1.3 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 class bid price including delivery charges.

8.1.4 Additional agencies could purchase from any awarded contract resulting from this RFQ. Specified deliverables would be as originally advertised, competed, evaluated, and awarded.

8.2 PRICING PAGES:

8.2.1 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.

8.2.2 Vendor should complete the Pricing Pages by listing the unit price for each of the Vehicle Class, multiplying the unit price by the estimated quantity to arrive at an extended price, and then adding the extended prices for each class to arrive at a total.

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

8.2.4 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:

Laura.e.hooper@wv.gov

9.0 MISCELLANEOUS ITEMS TO BE SUPPLIED WITH BID

9.1 Items vendor must submit with bid:

9.1.1 All forms included under Part 12.4 (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.

9.2 Certifications

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

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.

9.3 Pre-Award Review

The Vendor shall submit the following items within 48 hours of request unless otherwise indicated 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.

- 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.

9.4 Amendments to the 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 are due via an official addendum to this solicitation published by the purchasing division. Any bids received in accordance with original bid due date shall be held unopened until 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 for the receipt of bids, at the State's option, may or may not be changed. The addendum notification sent by the State shall either contain 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 acknowledgement form contained within these contract documents and specifications and submit that form with their bid.

9.5 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.
- e. 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.

9.6 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.

9.7 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.

9.8 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 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.

9.9 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.
- (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 must be included with the bid.** This requirement does not apply to lower tier subcontractors.

9.10 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.
- (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.

9.11 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.

9.12 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.

9.13 Debarment And Suspension

Vendor agrees to comply, and assures the compliance of any other participant at any tier of the project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C.

§ 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OBM) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The vendor agrees to, and assures that any other participant at any tier of the project will review the "Excluded Parties Listing System" at <http://epls.gov/> (to be transferred to <https://www.sam.gov>), before entering into any other arrangement in connection with the project.

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 2 CFR Part 1200, 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**.

9.14 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.

9.15 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).

9.16 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 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.

9.17 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.

9.18 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.

9.19 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.

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.

9.20 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 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.

9.21 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.

9.22 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.

9.23 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.

9.24 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.**

9.25 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.

9.26 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.

9.27 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.

9.28 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.

9.29 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.

9.30 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.

9.31 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.

9.32 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.

9.33 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.

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

9.35 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.

9.36 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.

9.37 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.

9.38 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.

9.39 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 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.

9.40 Bid Protest Procedures

Vendors have the option of protesting certain decisions made by the Purchasing Division. Protests based on bid specifications must be submitted no later than five (5) working days **prior** to the bid opening. Protest of purchase order/contract awards must be submitted no later than five (5) working days **after** the award.

The vendor is responsible for knowing the bid opening and award dates. All protests must be submitted in writing to the Purchasing Director and contain the following information:

1. Name and address of the protestor,
2. Requisition/purchase order/contract number(s),

3. Statement of the grounds for protest,
4. Supporting documentation (if necessary), and
5. Resolution or relief sought.

Failure to submit this information will be grounds for rejection of the protest.

The Purchasing Director or his designee will review the matter of the protest and issue a written decision. A hearing may be conducted at the option of the Purchasing Director or designee. Continuation or delay of the purchase order/contract award process is at the discretion of the Purchasing Director.

The Purchasing Division reserves the right to refuse to review any protest where the matter involved is the subject of litigation before a court of competent jurisdiction, has previously been decided on the merits by a court of competent jurisdiction, or has been decided in a previous protest by the Purchasing Division. The provisions of this subsection do not apply where the court requests, expects, or otherwise expresses interest in the decision of the state.

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.
 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.

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 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.

9.41 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.

9.42 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 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.

10.0 ORDERING AND PAYMENT TO VENDOR

- 10.1 Vendor shall only be permitted to sell and the Division of Public Transit is only permitted to buy vehicles that conform to the specification for one of the classes identified on the Pricing pages as A through H.

- 10.2 Payment of 90% of the total cost shall be paid upon conditional acceptance of the vehicle.
- 10.3 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.
- 10.4 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.
- 10.5 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 the Vendor in writing, a letter of non-acceptance detailing any and all deficiencies.
- 10.6 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.
- 10.7 Final acceptance shall be made on each individual vehicle provided. (Some vehicles may be accepted, while acceptance of others remain pending.)
- 10.8 Final acceptance of each vehicle shall be provided in writing by the Director of the Division of Public Transit or his/her authorized representative.
- 10.9 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.**
- 10.10 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.
- 10.11 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

10.12 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 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.

10.13 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.

11.0 DELIVERY AND RETURN:

- A. Vendors shall specify approximate delivery date(s) when submitting bids. Delivery of the vehicle shall be completed within 150 days after receipt of executed contract documents. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. 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.

- 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 11.2 Conditional Acceptance of Vehicle(s).

11.1 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.

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 retested 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.

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

11.3 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.

11.3.1 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 required 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.

11.3.2 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.
- 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.

11.4 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.

12.0 MISCELLANEOUS:

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

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

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

12.3 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.

12.4 REQUIRED BID FORMS

The following certifications must 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.

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: _____

**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

**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

**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

**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, it's 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

**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

**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

**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.

**REQUEST FOR QUOTATION PTR13058
158" Wheelbase Transit Vehicles**

**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 2 CFR Part 1200.

Date

Authorized Signature

Title

Company Name

REQUEST FOR QUOTATION PTR13058
158" Wheelbase 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

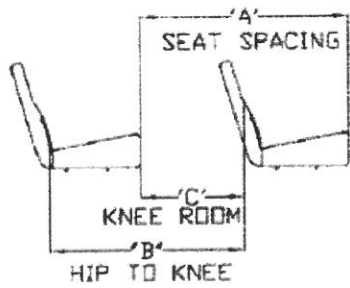
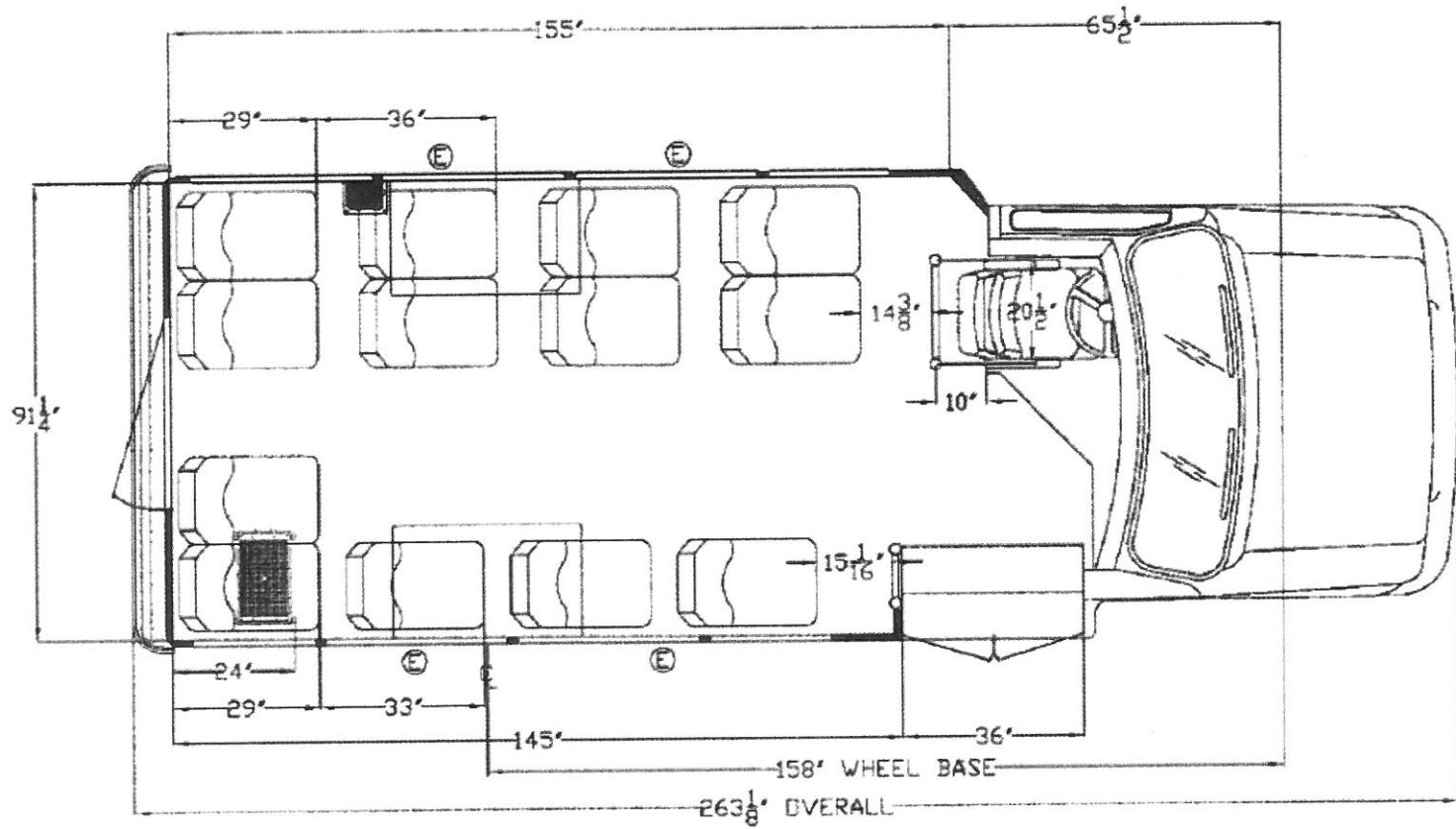
Authorized Signature

Title

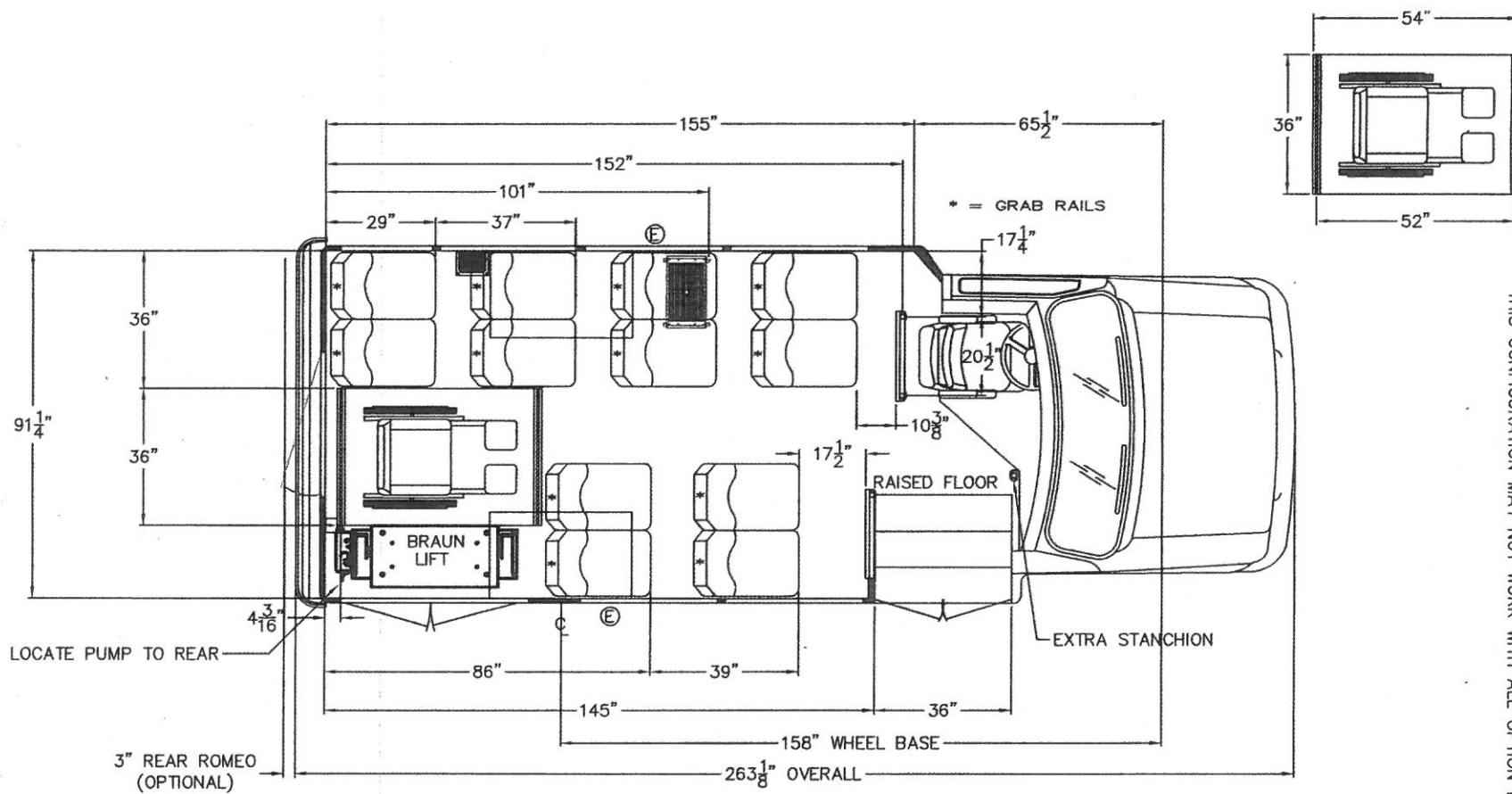
REQUEST FOR QUOTATION PTR13058
158" Wheelbase Transit Vehicles

12.5 SEATING DIAGRAMS

PART SIX SEATING DIAGRAMS

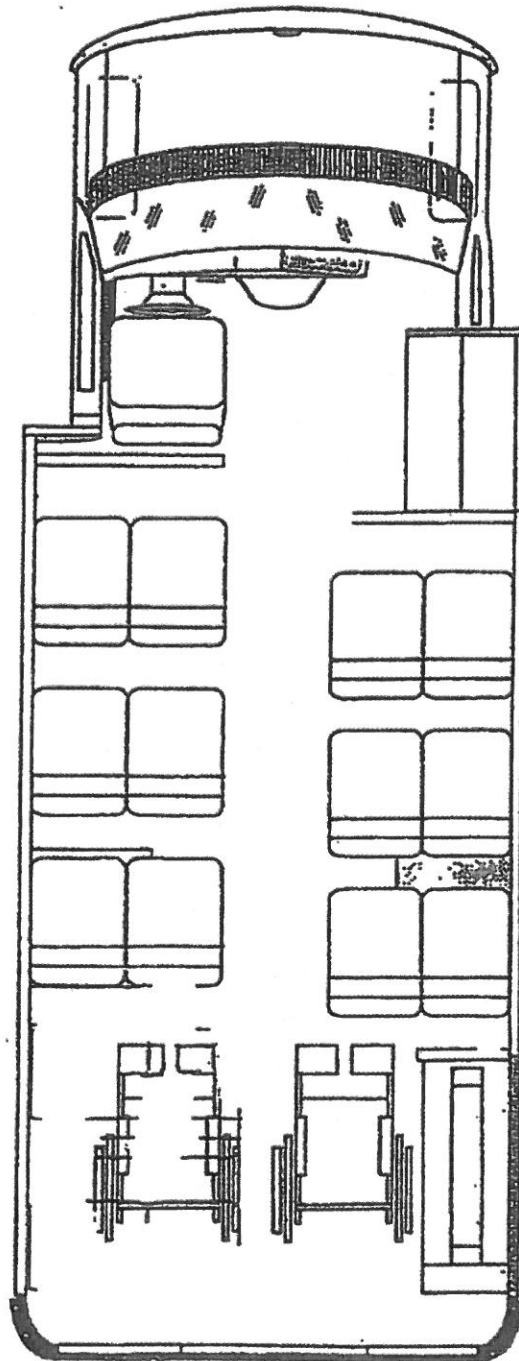


SEAT STYLE	SEAT SPACING 'A'	HIP-TO-KNEE 'B'	KNEE ROOM 'C'
MID-HI	36"	32"	13-3/4"
MID-HI	33"	29"	10-3/4"



THIS CONFIGURATION MAY NOT WORK WITH ALL OPTION L

**CUTAWAY VAN
SEATING CAPACITY
WITH TWO
WHEELCHAIR SPACES**



Example of Logoing





**REQUEST FOR QUOTATION PTR13058
158" Wheelbase Transit Vehicles**

REQUIRED BID DOCUMENTATION CHECKLIST

Model Year: _____ Model: _____

Manufacturer: _____

Mandatory Bid Forms-must be submitted with bid

- _____ Bid form 1 LOCATION(S) OF THE TECHNICAL SERVICE REPRESENTATIVE(S)
- _____ Bid form 2 CERTIFICATION FOR AIR POLLUTION
- _____ Bid form 3 DISADVANTAGED BUSINESS ENTERPRISE VENDORS/ MANUFACTURERS
CERTIFICATION
- _____ Bid form 4 BUY AMERICA CERTIFICATION ROLLING STOCK
- _____ Bid form 5 FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION
- _____ Bid form 6 U.S. COMPTROLLER'S DEBARMENT LIST CERTIFICATION
- _____ Bid form 6A CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
- _____ Bid form 7 VENDOR'S CERTIFICATION OF UNDERSTANDING AND
ACCEPTANCE
- _____ Bid form 8 CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING
REQUIREMENTS
- _____ COPY OF RELEVANT BUS TESTING REPORT- 3.4 STURAA TEST- 4 Years;
3.12.1g Water Testing- details of process; 3.14 Seating Diagram- provide proposed
seating diagram
- _____ Bid form 9 CERTIFICATION OF RESTRICTIONS ON LOBBYING
- _____ Pricing page

Mandatory Documentation-must be submitted within 48 hours of request

**Section
Referenced**

- _____ 3.5 Engine: V-10 heavy duty gasoline engine- provide description, warranty, and literature
- _____ 3.5g Engine cooling system- provide description, warranty, and Literature
- _____ 3.5h High Idle System- provide description, warranty, and literature
- _____ 3.6 Transmission- provide description, warranty, and literature

REQUEST FOR QUOTATION PTR13058
158" Wheelbase Transit Vehicles

____ 3.6.d	Transmission Cooling System- provide description, warranty, and literature
____ 3.7.1	Heavy Duty Brakes- provide description, warranty, and literature
____ 3.7.3	Suspension System- provide description, warranty, and literature
____ 3.7.3	MOR/RydeSuspension System- provide description, warranty, and literature
____ 3.7.a	Tire Information- provide description, warranty, and literature
____ 3.8	Electrical System- provide description, warranty, and literature
____ 3.8.1	Alternator- specify the rectifier, method of installation, provide warranty and literature
____ 3.8.2	Batteries- specify type and capacity
____ 3.8.3	Exterior Lights -LED Lights- provide description, warranty, and literature
____ 3.8.4	Interior Lights- provide description/details
____ 3.8.6	Rear Alarm- provide description, warranty, and literature
____ 3.8.6	Backup camera- provide description, warranty, and literature
____ 3.8.7	Fuse box panel- provide description/details
____ 3.9.1	Heating System- provide description, warranty and literature
____ 3.9.1b	Stepwell Heater- provide description, warranty and literature
____ 3.9.1c	Auxiliary Heaters- provide description, warranty and literature
____ 3.9.2a	A/C Cooling System- provide description, warranty and literature
____ 3.9.6a	A/C Compressor- provide description, warranty and literature
____ 3.9.2b	A/C Condenser Information- provide description, warranty and Literature
____ 3.9.2d	Evaporator- provide description, warranty and literature
____ 3.9.2	A/C Hose System- provide description, warranty and literature
____ 3.10	Roof Hatch- provide description, warranty and literature
____ 3.11.1	Control Panel Location- submit details
____ 3.11.1	Circulation Fan- provide description, warranty and literature
____ 3.12.1	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

REQUEST FOR QUOTATION PTR13058
158" Wheelbase Transit Vehicles

- _____ 3.12.1 Provide proof that skirt panel seams below floorline will be placed only above wheel wells or adjacent to A/C skirt condenser
- _____ 3.12.2a Documentation of one piece roof
- _____ 3.12.4c Door Operating Mechanism- provide description/ details
- _____ 3.12.5b Sample of Flooring- provide colors per specifications, warranty and literature
- _____ 3.12.6 Insulation- provide proof of insulation requirement per spec.
- _____ 3.12.7 Bumpers- provide description, warranty and literature
- _____ 3.13 Lift- provide details, model #, warranty and literature. Provide information and literature that lift will meet the NHTSA platform lift requirements.
- _____ 3.13g Interlock System- provide description, warranty and literature
- _____ 3.14a Passenger Seats- provide details for all proposed including flip up seats and ABS Knee Saver backs
- _____ 3.14b Under Seat Retractor System- provide description, warranty, literature and FMVSS 210 Report Certification
- _____ 3.14i Driver's Seat- provide description, warranty and literature
- _____ 3.15 Mobility Aid Securement- provide details of proposed system, warranty, and literature
- _____ 3.19a Exterior Mirrors- provide description, warranty and literature
- _____ 3.21 Radio/CD Stereo- provide description, provide warranty and literature
- _____ 3.24 Undercoating/Rust proofing- provide description, warranty, literature and application process
- _____ 3.25 Interior and Exterior Color Schemes- provide details of schemes available
- _____ 3.25.2b Paint Scheme- provide sample of vinyl chart to be used
- _____ 4.1.2 Strobe Light-provide description, warranty, and literature; Fixed Route Package- provide description, warranty and literature; PA System- provide description, warranty and literature; Passenger Signaling System- provide description, warranty and literature
- _____ 4.1.3 Child Restraint Seat- provide description, warranty and literature
- _____ 4.1.4 Security Camera System- provide description, warranty and literature
- _____ 4.2.5 VISTA type lift-provide description, warranty and literature
- _____ 4.5.1 Extended body-- floorplan

REQUEST FOR QUOTATION PTR13058
158" Wheelbase Transit Vehicles

_____ 5.2	Items in sections a-l provide proof of compliance
_____ 5.11.1	Warranty on completed vehicle
_____ 5.11.2	Warranty on Basic Vehicle Structure
_____ 5.11.3 & 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
_____ 5.11	Warranty per specs on subsystems and components
_____ 6.1.2	Complete (2) bids in binder form – (1) Marked for WVDPT
_____ 9.3a	Training- submit letter of understanding to the terms in this section
_____ 9.3a	Complete Mechanical Description of Vehicle, its construction and equipment including manufacturer's model, model name and/or number and model year Include Warranty Information
_____ 9.3b	Proposed Floorplans
_____ 9.3c	Curb Weight (empty weight and Gross Vehicle Weight Rating (GVWR) of vehicle
_____ 9.3f	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
_____ 9.3g	Description of the undercoating/rust proofing system, including warranty to be provided.
_____ 9.3h	Location of assembly
_____ 9.3i	List of five users names, addresses and telephone numbers to whom your company has provided similar equipment
_____	No Debt Affidavit
_____	Pricing Page

REQUEST FOR QUOTATION
PTR13058 158" Wheelbase Transit Vehicles

Option	Item Description	Unit Price	Estimated	Extended Price
		Per Vehicle	Quantity	
A	Bus, Fixed route, child restraint, camera		20	
B	Bus, Fixed route, child restraint, camera, full bus paint		20	
C	Bus, Fixed route, child restraint, camera, full bus paint, armrests		20	
D	Bus, Fixed route, child restraint, camera, armrests		20	
E	Bus, Fixed route, child restraint, camera, full bus paint, armrests, extended length, Vista lift		20	
F	Bus, Paratransit package, armrests		20	
G	Bus, Paratransit package, armrests, camera		20	
H	Bus, Paratransit package, armrests, camera, child restraint		20	
Total for Bid Evaluation:				

Pricing Page:

Complete the form provided.

Please note: These are only estimated quantities and do not reflect any guarantee of purchase. The Agency may purchase more or less as needed. The awards may be made to multiple vendors.

CERTIFICATION AND SIGNATURE PAGE

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

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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 _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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.