



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

Solicitation

NUMBER
PTR14023

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETH COLLINS 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF PUBLIC TRANSIT
 BUILDING 5, ROOM 906
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0432 304-558-0428

DATE PRINTED
05/01/2014

BID OPENING DATE: 06/10/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		961-20		
DEVELOPMENT OF A SAFETY & TRAINING PROGRAM						
REQUEST FOR QUOTATION OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF PUBLIC TRANSIT, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT FOR DEVELOPMENT OF A SAFETY AND TRAINING PROGRAM TO BE USED STATEWIDE FOR THE DIVISION OF PUBLIC TRANSIT, THE 5311 AGENCIES, AND OTHER FEDERAL TRANSIT ADMINISTRATION SUB-RECIPIENT AGENCIES PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ PTR14023 ***** 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: May 19, 2014 at 5:00 PM, EST

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Submit Questions to: Beth A. Collins

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2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: beth.a.collins@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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

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

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

BID TYPE: Technical
 Cost

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

Bid Opening Date and Time: June 10, 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 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 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:
\$1,000,000.00 or more.

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

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

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

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

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

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

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

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

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



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

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

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

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

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

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

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

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

SPECIFICATIONS

1.0 PURPOSE AND SCOPE

The goal of **Federal Transit Administration's (FTA) Safety Program** is to achieve the highest practical level of safety for all modes of transit. In order to protect passengers, employees, revenues, and property, all transportation systems must develop and implement a proactive system safety program.

The purpose of this project by the West Virginia Division of Public Transit (also known in this document as the DPT or the Division) is to assist Section 5311 or any other Federal Transit Administration recipients designated by the Division of Public Transit in the development and implementation of the Public Transportation Safety Program safety requirements contained in Moving Ahead for Progress in the 21st Century (MAP-21) and any other safety requirement's contained in future reauthorization of the federal transit programs. This will include the implementation of the National Safety Program including but not limited to the development of a Transit Agency Safety Plan template which will permit the development of an agency safety plan which complies with FTA safety requirements and which can be certified by the Division of Public Transit that the plan does meet the FTA requirements. The successful bidder shall assist in the plan reviews. The development of a Transit Asset Management (TAM) Plan and the establishment of State of Good Repair (SGR) performance target shall also be part of the project.

The Safety Program Information Directed to Everyday Response (SPIDER) program and the Emergency Procedures Handbook will need to be updated to comply with MAP-21 and future reauthorizations of the federal transit program. The successful bidder may be required to perform periodic safety reviews required by MAP-21, the Federal Transit Administration, or the Division of Public Transit. Additional updates to the SPIDER documents or plan may be needed as additional guidance becomes available. The successful bidder shall also be required to assist any recipients with the completion of the required MAP-21 and FTA safety plans and/or policies. The project shall require the development and implementation of a driver training program that is compliant with FTA regulations.

The project will also provide ongoing training in a variety of areas including, but not limited to: MAP-21 and its subsequent reauthorization safety requirements; security; leadership; Board training; customer service; finance; marketing; employee relations; operations; goal setting; capital or short/long plan outlines. The successful vendor shall use a team of presenters with a variety of skills to deliver the training.

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

2.0 **DEFINITIONS**

The terms listed below shall have the following meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Services” means to assist the West Virginia Division of Public Transit and their recipient agencies with development and implementation of the Public Transportation Safety Program safety requirements contained in Moving Ahead for Progress in the 21st Century (MAP-21) and any other safety requirement’s contained in future reauthorization of the federal transit programs

2.2 “Pricing Page” means the Pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is attached hereto as Bid Form #1.

2.3 “DBE” or “Disadvantaged Business Enterprise” as defined by FTA—please see <http://www.dot.gov/osdbu/disadvantaged-business-enterprise/official-questions-and-answers-26>

2.4 “FTA” or “Federal Transit Administration” is an agency of the United States federal government that provides financial and technical assistance for public transportation systems nationwide.

2.5 “RFQ” means the official Request For Quotation published by the Purchasing Division and identified as PTR14023.

2.6 “FTA Section 5307, 5310, or 5311 programs” as defined at <http://www.fta.dot.gov/grants/13093.html>

2.7 “PDF”—ADOBE FILE

2.8 “MAP 21”-, or Moving Ahead for Progress in the 21st Century-An Act to authorize funds for Federal-aid highways, highway safety programs, and transit programs, and for other purposes

2.9 “SPIDER”- Safety Program Information Directed to Everyday Response—WVDPT’s safety program

2.10 “Team”--2 or more people

2.11Abbreviations

a. SSO- State Safety Oversight

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

- b. TAS- Transit Agency Safety Plan
- c. SGR-State of Good Repair
- d. DPT-Division of Public Transit

3.0 GENERAL REQUIREMENTS

3.1 EXPERIENCE, MANAGEMENT & TECHNICAL QUALIFICATIONS

Vendors shall have the following **MINIMUM** experience, management and technical qualifications, and should submit their qualifications with the bid, but must be received within 48 hours of request:

- A. All bidders shall have a minimum of three (3) years of work experience with the Federal Transit Administration's (FTA) safety and security projects and the provision of training related to those subjects outlined in 3.2.1.1.
- B. All bidders shall provide at least three (3) specific examples of their work experience and performance with FTA Section 5307, 5310, or 5311 recipients, including the name(s) of the FTA recipients, the name of the project, where the work was performed, contact person and phone number, duration of work, and whether the work was satisfactorily completed on time.
- C. All vendors shall provide specific examples of their work experience and performance, including the name(s) of at least two state department(s) of transportation where work was performed, state department of transportation contact person(s), and phone number(s).
- D. The bidder should also identify the proposed project manager and the personnel available to perform the work.

The Division of Public Transit must approve all trainers employed as a part of this contract. Trainers shall be mutually agreed upon within 30 days after bid award.

All bidders shall also indicate whether they or any subcontractor are certified by the West Virginia Department of Transportation (WVDOT), Equal Employment Opportunity Office, as a certified minority, woman owned, and/or disadvantaged business enterprise. A directory of DBE firms (consultants) certified by the WVDOT, EEO Office and categorized as socially and economically disadvantaged may be found at: [http://www.wvdot.com/3 roadways/3d9a consult INC.PDF](http://www.wvdot.com/3%20roadways/3d9a%20consult%20INC.PDF). Documentation of status must be provided. If a bidder or any subcontractor has minority, woman owned and/or

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

disadvantaged business enterprise status, the bidder shall also describe the proportion of the bid proposal that would be performed by a minority, woman owned, and/or disadvantaged business enterprise.

3.2 Mandatory Contract Services Requirements and Deliverables

Contract Services must meet or exceed the mandatory requirements listed below:

3.2.1. Detailed Project Scope of Work/ Methodology/ Objectives

3.2.1.1 Development of a transit agency safety plan and plan reviews

The National Safety Program is composed of the following four components:

- (1) the National Public Transportation Safety Plan (National Safety Plan), 49 U.S.C.5329(b);
- (2) the Public Transportation Agency Plan (Transit Agency Safety Plan), 49 U.S.C. 5329(d);
- (3) the Public Transportation Safety Certification Training Program (Safety Certification Training Program) 49 U.S.C. 5329(b)(1)(D) and 5329(c); and
- (4) the State Safety Oversight (SSO) 29 U.S.C. 53329(e) The successful vendor shall be required to develop a template for a Transit Agency Safety Plan (TAS) which must, at a minimum, include:
 - A. The required approval of the plan and any updates by the board of directors, or equivalent entity;
 - B. Methods for identifying and evaluating safety risks throughout all elements of the recipient's public transportation system;
 - C. Strategies to minimize the exposure of the public, personnel, and property to hazards and unsafe conditions;
 - D. A process and timeline for conducting an annual review and update of the plan;
 - E. Performance targets based on the safety performance criteria and State of Good Repair standards set out in the National Safety Plan;

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

- F. Assignment of an adequately trained safety officer who reports directly to the general manager President or equivalent officer of the recipient; and
- G. A comprehensive staff training program for operations personnel and personnel directly responsible for safety.

The successful bidder shall also incorporate Safety Management System (SMS) principles in the agency safety program. The plan template must enable the Division of Public Transit to certify to the FTA that the plan is in compliance with 49 U.S.C. 5329(d) and the safety requirements as outlined in MAP-21 and any other safety requirements imposed by subsequent reauthorizations of the federal transit program. The successful vendor may be asked to review all plans. It is anticipated that the Safety Program Information Directed to Everyday Response (SPIDER) will be incorporated in the Transit Agency Safety Plan. The plan should also take into consideration the relationship between Safety, the Safety Management System (SMS) Approach, Transit Asset Management (TAM), and State of Good Repair (SGR). FTA envisions the Transit Agency Safety Plan as the mechanism through which recipients can demonstrate their compliance with the National Safety Plan and illustrate its practice of SMS.

3.2.1.2 During the span of the contract, the successful bidder shall assist any recipient designated by the Division of Public Transit in the development of an FTA compliant safety plan Transit Agency Safety (TAS) Plan, Transit Asset Management (TAM) plan or State of Good Repair (SGR) performance measures. This would include, but not be limited to, any current or new 5311 projects or other designated FTA recipients, such as 5307 recipients.

3.2.1.3 On site visits to the following transit headquarter locations (towns) may be required to guide subrecipients in the development of their plans: Bluefield, Kingwood, Clarksburg, Elkins, Fairmont, Philippi, Mt. Zion, Summersville, Petersburg, Hamlin, and Wayne, West Virginia. Pending the issuance of the final safety rules by FTA, this may also include visits to Beckley, Charleston, Martinsburg, Morgantown, Parkersburg, Wheeling, and Weirton. Travel is to be included in bid pricing and will not be paid separately.

3.2.1.4 The successful bidder shall guide subrecipients in annual updates to the FTA compliant safety plans, making sure all aspects are covered and that the plan is tailored to that agency and their service, facility, and fleet.

3.2.1.5 The successful bidder shall:

- a. guide subrecipients in the development of a Transit Asset Management (TAM) plan which, at a minimum, must have capital asset inventories (list of all assets, including

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

buildings, rolling stock, equipment, etc.) and condition assessments (codes regarding the state of the equipment) and investment prioritization (ranking of equipment replacement). The TAM plan template requires all FTA recipients to take a strategic approach to thinking about life-cycle needs of the assets underlying their service, and to deliberately consider how to strike an appropriate balance between the competing needs of operations, maintenance, reinvestment, and system expansion. This plan template should be developed in conjunction with the State of Good Repair (SGR) performance targets which will be defined by FTA and include objective standards for measuring the condition of capital assets. Assistance in setting the performance measures shall also be required. The Division of Public Transit may be required to prepare plans both at the statewide level and at the sub recipient level for Section 5311 recipients and 5307 recipients in areas of population under 200,000. The plans should include a five year planning horizon.

b. A TAM template for Section 5310 recipients may also be needed.

3.2.1.6 The successful vendor shall hold a one day workshop to provide instruction on how to complete the TAS Plan template and the SGR requirements, how to establish the required performance targets, and how to develop a TAM plan. The successful bidder shall also be required to assist any recipients with the completion of the required MAP-21 and FTA safety plans and/or policies. The Division of Public Transit shall work with the successful vendor within 30 days after bid award to develop the content of the workshop to address specific areas of concern.

3.2.1.7 The successful bidder shall develop and implement a driver training program that is compliant with FTA regulations, including the recommendation of a list of training courses and training materials (i.e. booklets, tests, etc.) which includes, at a minimum, where the materials can be purchased and the cost. The Division of Public Transit is particularly looking for on-line materials or DVDs that can be shown at periodic driver trainings. This process would be on-going during the life of the contract but the first set of recommendations must be made within four months of the contract award. The successful bidder shall also develop a core curriculum and delivery method (online module, video/disk, booklet, etc.) to ensure that all personnel are trained and meet FTA requirements.

3.2.1.8 The successful bidder shall conduct up to twelve (12) on-site trainings at 5311 project site(s) during each year of the contract. These trainings shall occur at the transit administration buildings headquartered in the towns of Bluefield, Kingwood, Clarksburg, Elkins, Fairmont, Philippi, Mt. Zion, Summersville, Petersburg, Hamlin, and Wayne, West Virginia. It shall be the responsibility of the 5311 organizations to provide the training site and the successful bidder shall need to coordinate with these agencies. This training can be in a variety of areas, possibly including MAP-21 and additional safety

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

requirements contained in subsequent federal transit reauthorizations; safety; security; leadership; Board training or visioning; customer service; finance; marketing; employee relations; operations, setting goals, capital or short/long range plan outlines, preparing for litigation, and the Americans with Disabilities Act. The successful bidder shall generate certificates for all participants for all trainings. The successful vendor shall use a team of presenters with a variety of skills to deliver the training. The successful vendor shall supply a course list with instructors and trainers upon which the WVDPT and the vendor shall mutually agree during the kickoff meeting.

3.2.1.9 The successful bidder shall provide additional trainings for the Division of Public Transit, including DPT sponsored conferences/workshops or any other FTA recipients designated by the DPT at locations to be mutually agreed upon by the Division of Public Transit and the successful vendor.

The Division of Public Transit holds trainings in both Clarksburg/Morgantown area and the Charleston/Bluefield area. This training can be on a variety of topics possibly including MAP-21; safety and additional safety requirements contained in subsequent federal transit reauthorizations; security; leadership; Board training or visioning; customer service; finance; marketing; employee relations; operations, setting goals, capital or short/long plan outlines, preparing for litigation and the Americans with Disabilities Act. Ten of these workshops will be held each year.

The Division of Public Transit will work with the successful vendor to locate appropriate training facilities, which the WVDPT will provide. The Successful vendor shall be responsible for the cost of audio visual equipment; workshop materials and supplies, including any handouts; registration the day of the workshop, and certificates of participation for workshop attendees. The successful bidder shall be responsible for the delivery of all workshop materials to the workshop site.

Any FTA direct recipient may utilize the training components of this contract with the Division of Public Transit's permission and at their own expense.

The successful vendor shall use a team of presenters with a variety of skills to deliver the training. During the kickoff meeting, the successful vendor shall supply a course list with instructors and trainers upon which the WVDPT and the vendor shall mutually agree.

3.2.1.10 SPIDER Plan

A. The successful vendor shall provide an update of the renamed SPIDER program, which is now known as the Safety Planning Information Directed to Everyday Response (SPIDER) Handbook and Kit that includes the Transit Agency Safety Plan and is consistent and compliant with FTA safety regulations. The Successful vendor and the Division of

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

Public Transportation shall mutually agree upon the format and content of the handbook and kit. It shall incorporate current safety practices and FTA requirements, including enhancements added to make the project more user friendly, which could include, but is not limited to online or pdf forms that can be copied and completed via computer. The successful vendor shall provide an appropriate four-color design which will be used on the cover and other materials developed for this project. The Division of Public Transportation may, at its option, provide the artwork for the cover. No additional charges for art work will be considered, so this cost should be included in your bid.

B.The Successful vendor shall supply the handbook in a durable 3 ring binder with each section having its own color tab and labeled or in another format mutually agreed upon by the successful bidder and the Division of Public Transit. The Successful vendor shall supply the handbook, checklists, forms and all other materials on 75 readable and writeable CDs. The entire handbook and/or kit shall be available on CD and the safety plan only shall be on a jumpdrive. The format shall be mutually decided upon by the successful bidder and the DPT. A copy of the entire SPIDER notebook shall be provided in pdf format or format mutually agreed upon for posting on the Division of Public Transit's web site and for use by other 5311 state programs.

The SPIDER notebook was last updated in 2006. The Vendor will need to update the SPIDER program to comply with MAP-21 and safety requirements contained in the reauthorization of the federal transit program. It shall incorporate current safety practices and FTA requirements including enhancements added to make the project more user friendly that would include, but is not limited to, online or pdf forms that can be copied and completed via computer. A pdf version shall also be provided. As part of the program, the successful vendor must also draft a safety plan template that complies with FTA requirements.

The successful vendor will also be required to perform periodic safety reviews required by MAP-21, the Federal Transit Administration, or the Division of Public Transit and assist with any revisions to the SPIDER documents or plan as additional guidance becomes available.

C. The handbook and kit shall include, but may not be limited to, the following:

1. All costs associated with the provision and production of 125 copies of the completed handbook and kit including a full color cover design shall be included in the firm's proposed budget for the project. The Division of Public Transportation shall approve art for the design but may elect to provide this artwork.

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

2. Each handbook and/or kit shall include 50 accident/incident cards for passenger follow ups. (Format developed by the vendor to be approved by the Division of Public Transit - We suggest NCR forms or equal).
 - a. The required FTA plans shall be in a fill in the blank format and provided on a writeable and readable jump drive and/or CD.
 - b. The handbook and/or kit shall include training materials that have been updated to current industry and best practices and any guidance issued by the Federal Transit Administration and include the information currently available in SPIDER. The latest version of materials shall be available on a jump drive and/or CD for all agencies to use. Materials covering agreed upon topics should be formatted so that they could be used in a driver orientation and/or safety and security awareness program.
 - c. A three ring binder with printed tab sections shall be used for the handbook and/or kit materials. The auxiliary materials must be provided in a durable container large enough to hold all forms and materials.
 - d. The successful vendor may be able to use or modify some of the existing forms or cards.
 - e. Hard copies and pdf format blank forms for reproduction by the agencies shall be provided. Form must be in a downloadable format for posting on the Division of Public Transit's web site.
 - f. A current copy of SPIDER can be found on the Division of Public Transit's web site at <http://www.transportation.wv.gov/publictransit/safety/Pages/default.aspx>
3. The successful vendor shall also produce an updated version of the Emergency Procedures Handbook. The successful vendor shall provide 250 copies of the Emergency Procedures Handbook which shall be printed in a durable format. A small three ring binder may be used (5.5" x 8.5" x 1.5") or two-sided, printed plastic cards (preferred method), ring bound. A current copy of the Emergency Procedures Handbook can be found on the Division of Public Transit's web site at <http://www.transportation.wv.gov/publictransit/safety/Pages/default.aspx>
 - 3.2.1.11 The Successful vendor shall be required to conduct two (2) one day workshops on SPIDER and the material contained in the handbooks and how to use it. One workshop shall be held in both the Clarksburg/Morgantown area and the Charleston/Bluefield area. The locations and dates of the workshops shall be mutually agreed upon by the Division of Public Transportation and the Successful vendor after the award of the bid. The Successful vendor shall be responsible for the cost of audio visual

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

equipment, workshop materials, and supplies including the handbook/kit, registration the day of the workshop, certificates of participation for workshop attendees and the development and the delivery of workshop materials to workshop sites. The successful vendor may not charge any attendees registration fees for the workshops requested by the DPT. The specific content of the workshop shall be mutually agreed upon by the Division of Public Transit and the Successful vendor after the award of the bid and thirty days prior to the workshop.

3.2.1.12 The successful vendor shall develop a staff and driver training filing system which documents the required training as required by either the Division of Public Transit or the FTA. This may include printed or preprinted training folders for approximately 25 agencies. The successful vendor should also develop an Excel spread sheet or Access data base or approved equal which summarizes all of the training to ensure that each individual and the organization has met the annual training requirements of FTA and/or the Division of Public Transit.

3.2.1.13 If requested, the successful vendor shall prepare a statewide safety plan that addresses the items in 3.2.1.1 and which will be used a guide by the Division of Public Transit to document compliance with all FTA safety requirements.

3.2.1.14 An online interactive SPIDER document with limited animation and a searchable database, links and pdf forms that can be copied, completed or changed to suit a recipient agency's needs. The animation would highlight specific areas with spiders or other animation. The hard copies of the document as outlined in 3.2.1.5 will still be required; however, the number of copies may be reduced if this option is selected. The format and content shall mutually be agreed upon by the successful bidder and the Division of Public Transit and has been outlined in 3.2.1.10.

3.2.1.15 The successful vendor shall provide additional technical assistance in the implementation of current or future Federal Transit Administration or State safety requirements including, but not limited to, SPIDER, TAS Plan, SGR, and TAM Plan during the time span of this contract.

3.3 MEETINGS WITH DPT AND MONTHLY PROGRESS REPORTS

After award has been made, the successful vendor shall make contact with the DPT to acknowledge receipt of the contract within fifteen days and set a time for a phone call. The Division of Public Transit will contact the successful bidder to brief the successful Bidder on information that might be pertinent to conducting this project and to schedule the kickoff meeting. **This kickoff meeting shall take place at the offices of the DPT in Charleston, WV. A minimum of two (2) additional progress meetings (for a total of 3 meetings per year, roughly every four months) shall be held in Charleston.** A total of three meetings are required. Both parties shall mutually agree upon the dates for these meetings.

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

For the duration of the contract with the successful bidder, a monthly progress report is required to be submitted by the 15th of each month for activities conducted in the previous month. The progress report at a minimum shall state the principal activities conducted in support of the contract and travel and expenditures made in support of the contract. Problems encountered in conducting the work and anticipated issues must be included in each progress report as appropriate. Future travel plans and activities must also be included in the progress report.

3.4 FEDERALLY REQUIRED CLAUSES

3.4.1 No Federal Government Obligations to Third Parties

- (1) The WV Division of Public Transit and 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 this contract and shall not be subject to any obligations or liabilities to the WV Division of Public Transit, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3.4.2 Program Fraud and False or Fraudulent Statements or Related Acts

- (1) 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 Project. 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 Federal Transit Administration (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.

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

- (2) 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.
- (3) 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.

3.4.3 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 WV Division of Public Transit to support procurements using exclusionary or discriminatory specifications. It can be found at <http://www.gpo.gov/fdsys/pkg/USCODE-2011-title49/html/USCODE-2011-title49-subtitleIII-chap53-sec5325.htm>

3.4.4 Geographic Restrictions

The Federal Transit Administration's "Third Party Contracting Circular" (4220.1F), requires grantees (the Division of Public Transit) 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.** The Federal Transit Administration's "Third Party Contracting Circular" (4220.1F) can be found at http://www.fta.dot.gov/documents/FTA_Circular_4220.1F.pdf

3.4.5 Audit and Inspection

The Vendor must 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,

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

materials, payrolls, and other data and records with regard to the Contract. The Vendor must permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

3.4.6 Disadvantaged Business Enterprise (DBE)

The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The requirements of 49 C.F.R. Part 26 and the WV Department of Transportation's (WVDOT) U.S. Department of Transportation (USDOT) approved Disadvantaged Business Enterprise (DBE) Program are incorporated in the Contract by reference. The Vendor agrees to take all necessary and reasonable steps under the requirements of 49 C.F.R. Part 26 and the USDOT approved Disadvantaged Business Enterprise (DBE) Program (where required) to ensure that eligible DBEs have the maximum feasible opportunity to participate in USDOT approved Contracts. Failure by the Vendor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy as the WV Division of Public Transit deems appropriate.

3.4.7 Civil Rights

The following requirements apply to the underlying contract:

- (1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, Section 4 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, *et seq.*, Section 102 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 because of race, color, religion, national origin, sex, age, or disability. In addition, the Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Religion, National Origin, Sex, Age or Disability. 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

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

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 employment, without regard to their race, color, religion, national origin, sex, age or disability. 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) Sex. Vendor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681-1683, 1685-1688, with U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

(c) Age. In accordance with the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq. and implementing regulations, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor will comply with any implementing requirements FTA may issue.

(d) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Vendor will comply with any implementing requirements FTA may issue.

- (3) The Vendor must 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.

3.4.8 Energy Conservation

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

The Vendor agrees to comply with, and obtain the compliance of its subcontractors, with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

3.4.9 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. If said changes affect the tasks or implementation, a formal change order will be issued.

3.4.10 Bankruptcy

Please see bankruptcy clause under Purchasing's "General Terms and Conditions": #37 Bankruptcy.

3.4.11 Prohibited Interest

No employee, officer, board member, agent or their family members of the WV 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.

3.4.12 Metric System

As required by U.S. DOT or FTA, the Vendor agrees to use the metric system of measurement in its Project activities, as may be required by Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 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 U.S. DOT or FTA.

3.4.13 FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference.

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

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 WV Division of Public Transit requests that would cause the WV Division of Public Transit to be in violation of the FTA terms and conditions.

3.4.14 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 Form #2**.

3.4.15 Restrictions on Lobbying

Every Vendor who applies or bids for an award of \$100,000 or more shall file the certification on **Bid Form #2** required by C.F.R. Part 20, "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

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

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.

3.4.16 Privacy

- (1) The Vendor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. The Vendor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.
- (2) The Vendor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

3.4.17 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.

3.4.18 Electronic and Information Technology

The vendor agrees to provide any reports or information for distribution to FTA, among others, using electronic or information technology capable of assuring that the reports or information, when provided to FTA, will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

3.4.19 Accessibility

Vendor agrees that products 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

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

regulations, "American with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

3.4.20 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.

3.4.21 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.

3.4.22 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.

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

3.4.23 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.

3.4.24 Federal Funding

Federal funding for this project is being provided by the Federal Transit Administration, Section 5311, CFDA 20.509 at 100% funding.

4. CONTRACT AWARD:

The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The DPT reserves the right to recommend to the Director of Purchasing the rejection of all bids.

4.1 METHOD OF AWARD & EVALUATION

Bidder must submit entirely mandatory completed bid forms 1, 2 and 3.

Pricing Page:

Vendor shall complete the Pricing Page which is **BID FORM #1** by tabulating a unit price per task and multiplying by the number of units to arrive at an extended price. All of the extended prices will to be added to arrive at the Grand Total Bid. Award will be made to the lowest responsible bidder on the basis of Grand Total Bid. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. An electronic pricing sheet is available for the vendor's convenience. Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. The successful bidder will only be paid for the services actually provided. **The bid amount shall be all-inclusive**; all travel costs and any other expenses associated with visits to Charleston, local meeting sites and all other work tasks or items associated with the project shall be included in the price quote.

4.4. BID PROPOSAL & SUBMISSION

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

The successful bidder agrees to accept all of the terms and conditions, both federal and state requirements, contained in this bid package.

At a minimum, the bid should contain the following:

- a. All materials related to experience, management, and technical qualifications requested in Section 1.2.
- b. Any affidavits, forms or documents required by the State of West Virginia.
- c. The completed price bid sheet found in BID FORM # 1.
- d. A description of similar or related projects successfully completed by the bidder including (2) two contact persons with telephone numbers as a reference.
- e. The names of those personnel in the firm who will be assigned to the projects and the resumes that emphasize Federal Transit Administration Section 5307, 5310, and 5311, projects and experience.
- f. An indication of level of effort to be devoted to the project by each professional involved with the project.
- g. A project time schedule based on the required completion date.
- h. A statement of Equal Employment Opportunity that assures that the firm has an affirmative action plan.
- i. A statement indicating if your firm is a Disadvantaged Business Enterprise (DBE). The Division of Public Transit cannot give preference to minority firms, but federal regulations require the reporting of this information.
- j. Bid Forms #1 - #8.

4.4 TRAVEL COSTS

Any and all anticipated costs for travel should be included in the proposed cost for the completion of this project. The successful bidder shall be responsible for all travel costs of this project. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

4.2 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.

4.2.1 Filing of Protest(s)

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

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

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

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

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

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

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

The protest must be filed in writing with the:

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

with a copy of the protest sent to the:

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

To expedite handling, the address should include "**ATTENTION: Bid Protest – Bid #PTR14023**".

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

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

4.2.2 Protest Review

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

4.2.3. Division of Public Transit Report/Response

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

4.2.4. Withholding of Award

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

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

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

4.2.5. Request for Reconsideration

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

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

- a) Include the name and address of the aggrieved party.
- b) Identify the requisition number of the bid or the purchase order number.
- c) Contain a detailed statement of the grounds for reconsideration with supporting documentation; and a statement of whether a hearing is requested.
- d) Indicate the ruling or relief desired from the WV Purchasing Division.

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

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

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

4.2.6. Refusal of Protests

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

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

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

4.2.7. Appeals to the Federal Transit Administration (FTA)

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

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:

1. 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

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

or failure to comply with its protest procedures or failure to review the protest.

2. 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.

3. 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.

4.3 DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the West Virginia Department of Transportation, Division of Public Transit, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all Bidders, including those who qualify as a DBE. A **DBE contract goal of 4%** has been established for this contract. The Bidder shall make good faith efforts, as defined below, to meet the contract goal for DBE participation in the performance of this contract.

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

The Bidder will be required to complete and submit **Bid Form #7** with the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the Bidder commitment to use a DBE firm/subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4). If the contract goal is not met, evidence of good faith efforts must be detailed in the proposal.

The Bidder will also be required to complete and submit a DBE Utilization Plan (**Bid Form #8**). The Bidder who does not submit a DBE Utilization Plan with the bid shall not be considered for award.

In order to be accepted under this program, all DBE's must be certified by the West Virginia Department of Transportation, Equal Employment Opportunity Office. Applications for DBE classification may be requested from:

WV DOT, EEO Office
Building 5, Room 925
1900 Kanawha Blvd., E.
Charleston, WV 25305-0430
PHONE: (304) 558-3931

A directory of DBE firms (consultants) which are certified by the WV DOT, EEO office, may be found at: <http://www.transportation.wv.gov>, under **Business**, click on **See More**, then click on **Disadvantaged Business Enterprise Program**, from the menu on left-side of page, under the heading Disadvantaged Business, select **DBE Consultant Listing**.

DBE Good Faith Efforts:

If the Bidder's proposed goal is less than the Division of Public Transit's determined goal, he or she must demonstrate that good faith efforts were made prior to submitting the bid. This documentation must be submitted to the Division of Public Transit and received no later than ten (10) calendar days after the date of receipt of written notification. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort. These documented attempts shall include but not be limited to:

- 1) Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- 2) Whether the Bidder provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited, in sufficient time to allow the DBE's to participate effectively;

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

- 3) Whether the Bidder followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;
- 4) Whether the Bidder selected portions of the work to be performed by DBE's in order to increase the likelihood of meeting the DBE's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE's participation);
- 5) Whether the Bidder provided interested DBE's with adequate information about the specifications and requirements of the contract;
- 6) Whether the Bidder negotiated in good faith with interested DBE's not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities;
- 7) Whether the Bidder effectively used the services of available minority community organizations; local, State and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

Bidders that do not meet the contract DBE goal and who fail to demonstrate that good faith efforts were made prior to the bid shall not be eligible to be awarded the contract.

5.0 ORDERING AND PAYMENT

Agency shall pay as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

5.1 Payment Process

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.) Submit all invoices to:

Division of Public Transit
Building 5, Room 906
1900 Kanawha Blvd., East

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

Charleston, West Virginia 25305-0432

5.2 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.

6.0 DELIVERY AND RETURN

6.1 The following shall be considered a vendor default under this Contract:

6.1a Failure to perform Contract Services in accordance with the requirements contained herein.

6.1b Failure to comply with other specifications and requirements contained herein.

6.1c Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

6.1d Failure to remedy deficient performance upon request.

6.1e The following remedies shall be available to Agency upon default.

9.6.1 Cancellation of the Contract.

9.6.2 Cancellation of one or more release orders issued under this Contract.

9.6.3 Any other remedies available in law or equity.

6.2 Termination

(a) Termination for Convenience

The WV Division of Public Transit may terminate this contract, in whole or in part, at any time by written notice to the Vendor when it is in the Government's best interest. The Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to the WV Division of Public Transit to be paid to the Vendor. If the Vendor has any property in its possession

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

belonging to the WV Division of Public Transit, the Vendor will account for the same, and dispose of it in the manner the WV Division of Public Transit directs.

(b) Termination for Default (Breach or Cause)

Please refer to the state cancellation clause in accordance with the West Virginia Code of State Rules §148-1-7.16.2.

6.3 Resolution of Disputes, Breaches or Other Litigation

(a) Opportunity to Cure

The WV Division of Public Transit in its sole discretion may, in the case of a termination for breach or default, allow the Vendor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Vendor fails to remedy to the WV Division of Public Transit's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Vendor or written notice from the WV Division of Public Transit setting forth the nature of said breach or default, the WV Division of Public Transit shall have the right to terminate the Contract without any further obligation to Vendor. Any such termination for default shall not in any way operate to preclude the WV Division of Public Transit from also pursuing all available remedies against Vendor and its sureties for said breach or default.

(b) Waiver of Remedies for Any Breach

In the event that the WV Division of Public Transit elects to waive its remedies for any breach by Vendor of any covenant, term or condition of this Contract, such waiver by the WV Division of Public Transit shall not limit the WV Division of Public Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6.4 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.

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

7.0 MISCELLANEOUS:

7.1 FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency’s facilities. In the event that access cards and/or keys are required:

7.1.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

7.1.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

7.1.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

7.1.4 Anyone performing under this Contract will be subject to Agency’s security protocol and procedures.

7.1.5 Vendor shall inform all staff of Agency’s security protocol and procedures.

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

Vendor Name: _____

Contract Manager: _____

Vendor Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Date: _____

Signature: _____

7.3 Ownership of Data: All materials developed for this project shall become the property of the West Virginia Division of Public Transit. The successful bidder shall not place any successful bidder name, firm’s name, address or telephone number on any

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

part of the data, or handouts. All materials developed for this project shall also be provided in pdf format.

BID FORM #1 - Pricing Page**PTR14023 Safety and Training**

Task	Unit of measure	Unit Price	# of Units	Extended Price
3.2.1.1	Development of a transit agency safety plan and plan reviews	One plan	18	
3.2.1.2	Technical assistance Transit Agency Safety Plan, State of Good Repair performance measure, and Transit Asset Management Plan	One plan	1	
3.2.1.3	On site visits to assist sub recipients in FTA required plans or performance measures	One on site visit	18	
3.2.1.4	Assist in the review of annual plan updates/ performance measures	One review	18	
3.2.1.5a	TAM template and SGR performance measures template	Cost of TAM and SGR templates	1	
3.2.1.5b	TAM template for 5310	Cost of TAM templates	1	
3.2.1.6	One day workshop to provide instruction on TAS plan, TAM plan and SGR performance measures	One workshop	1	
3.2.1.7	Develop and implement driver training program	Cost of developing driver training program	1	
3.2.1.8	Conduct 12 onsite trainings at various locations	One onsite training	12	
3.2.1.9	Conduct 10 statewide trainings at various locations	One statewide training	10	
3.2.1.10A	Update SPIDER plan	One update	1	
3.2.1.10B	Printing/ Production of updated SPIDER handbook (75 CDs)	Burning 1 CD	75	

3.2.1.10B	Safety plan on a jumpdrive	1 plan on a jumpdrive		75	
3.2.1.10B	Printing/ Production of updated SPIDER handbook (125 handbooks)	Printing of one handbook		1	
3.2.1.10	Printing/ Production of Emergency Procedures Handbook (250 handbooks)	Printing of one handbook		250	
3.2.1.11	SPIDER workshop	1 workshop		2	
3.2.1.12	Driver training and documentation filing system	One system		25	
3.2.1.13	Develop a statewide safety plan that addresses 3.2.1.1 and meets all FTA safety requirements	One plan		1	
3.2.1.14	Develop an Interactive SPIDER document	1 Interactive SPIDER document		125	
3.2.1.15	Technical Assistance	Cost per 1 hour		50	
3.3	Initial meeting and Progress Meetings (3 meetings)	Cost of one meeting		3	

Grand Total					
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Quantities listed are only an estimate. There is no guaranteed purchase amount. The agency may buy more or less as needed.

BID FORM # 2

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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.

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

REQUEST FOR QUOTATION
PTR14023 Safety and Training RFQ

BID FORM #3
CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. [as amended by "Government Wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the 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. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Date Authorized Signature

Title

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

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

RFQ No. PTR14023

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 _____

CERTIFICATION AND SIGNATURE PAGE

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

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number) (Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 acknowledgment should be submitted with the bid to expedite document processing.