



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

State of West Virginia  
 Centralized Request for Quote  
 Vehicles

Proc Folder: 793900			Reason for Modification: ADDENDUM_1
Doc Description: VARIOUS SCHOOL BUSES FY2021			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No.	Version
2020-10-28	2020-11-12 13:30	CRFQ 0212 SWC2100000006	2

**BID RECEIVING LOCATION**

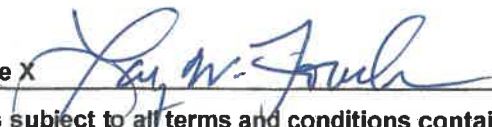
BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Customer Code: 000000200051  
 Vendor Name : Matheny Motor Co  
 Address : PO Box 1304  
 Street :  
 City : Parkersburg  
 State : WV Cour  
 Principal Contact : Larry Fowler  
 Vendor Contact Phone: 304-485-4418

RECEIVED  
 2020 NOV 12 PM 12:36  
 WV PURCHASING  
 DIVISION

**FOR INFORMATION CONTACT THE BUYER**  
 Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Vendor Signature X  FEIN# 55-032-0710 DATE 11/12/2020

All offers subject to all terms and conditions contained in this solicitation



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 Purchasing Division  
 2019 Washington Street East  
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State of West Virginia  
 Centralized Request for Quote  
 Vehicles

<b>Proc Folder:</b> 793900			<b>Reason for Modification:</b> Addendum_2: Published to clarify the agency response to Question #13 provided in Addendum_1.
<b>Doc Description:</b> VARIOUS SCHOOL BUSES FY2021			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-11-02	2020-11-12 13:30	CRFQ 0212 SWC2100000006	3


**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** 000000200051  
**Vendor Name :** Matheny Motor Truck Co  
**Address :** PO Box 1304  
**Street :**  
**City :** Parkersburg  
**State :** WV **Country :** US **Zip :** 261021304  
**Principal Contact :** Larry Fowler  
**Vendor Contact Phone:** 304-485-4118 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

**Vendor Signature X**  **FEIN#** 55-032-0770 **DATE** 11/12/2020

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

ADDENDUM\_2: Is published for the following:

1. To publish the Agency's clarification response to question #13 submitted during the Technical Questioning period and provided in Addendum\_1.

NO OTHER CHANGES.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish an open-end contract for School Buses. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties in accordance with West Virginia Code 5 A-3-11e per the attached documents.

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER  No City                      WV    99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City                      WV    99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VARIOUS BUS UNITS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101500			

**Extended Description:**  
VARIOUS BUS UNITS

PLEASE SEE EXHIBIT\_B and EXHIBIT\_C - PRICING PAGES ATTACHED

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV 99999	No City US	WV 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	DELIVERY TO CHARLESTON, WV	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

**Extended Description:**  
DELIVERY TO CHARLESTON, WV

PLEASE SEE EXHIBIT\_B PRICING PAGES ATTACHED

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 2:00pm EDT	2020-10-22

	Document Phase	Document Description	Page
SWC210000006	Final	VARIOUS SCHOOL BUSES FY2021	4

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO 0212 SWC2100000006**

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

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

Matheny Motor Truck Co

Company

Authorized Signature

Date

  
11/12/2020

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



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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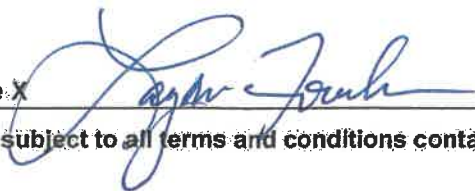
BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
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 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Customer Code: 000000200051  
 Vendor Name: Matheny Motor Truck CO  
 Address: PO Box 1304  
 Street:  
 City: Parkersburg  
 State: WV Country: US Zip: 261021304  
 Principal Contact: Larry *Fowler*  
 Vendor Contact Phone: 304-485-4118 Extension: *2544*

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Vendor Signature X  FEIN# 55-032-0770 DATE *11/12/2020*

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

ADDENDUM\_2: Is published for the following:

1. To publish the Agency's clarification response to question #13 submitted during the Technical Questioning period and provided in Addendum\_1.

NO OTHER CHANGES.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish an open-end contract for School Buses. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties in accordance with West Virginia Code 5 A-3-11e per the attached documents.

**INVOICE TO**

ALL STATE AGENCIES  
VARIOUS LOCATIONS AS INDICATED BY ORDER

No City: WV 99999  
US

**SHIP TO**

STATE OF WEST VIRGINIA  
VARIOUS LOCATIONS AS INDICATED BY ORDER

No City: WV 99999  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VARIOUS BUS UNITS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101500			

**Extended Description:**

VARIOUS BUS UNITS

PLEASE SEE EXHIBIT\_B and EXHIBIT\_C - PRICING PAGES ATTACHED



INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV 99999	No City US	WV 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	DELIVERY TO CHARLESTON, WV	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

**Extended Description:**

DELIVERY TO CHARLESTON, WV

PLEASE SEE EXHIBIT\_B PRICING PAGES ATTACHED

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 2:00pm EDT	2020-10-22

**SOLICITATION NUMBER: CRFQ 0212 SWC2100000006**  
**Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2100000006 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other: Clarification of agency response to Technical Question #13.

**Description of Modification to Solicitation:**

1. To publish the Agency's clarification response to question #13 submitted during the Technical Questioning period and provided in Addendum\_1.

NO OTHER CHANGES.

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

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Clarification Response

13Q.	On page 78, Section 4.2.e requires all buses equipped with lifts to have a minimum of three (3) wheel chair locations and proper restraining devices. I would suggest adding the words flat floor to it to clearly define it, and adding an exception for non-flat floor buses to have a minimum of one (1) wheel chair location and restraining devices.
13R.	Granted. A vehicle equipped with a power lift and flat floor must contain adequate space and proper restraining devices for a minimum of one wheelchair space and adequate restraints.
13R.Clarification	Response is now updated to read "a vehicle equipped with a power lift and non-flat floor, must contain adequate space and adequate restraints for a minimum of one wheelchair space."

Revised 10/28/2020

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC2100000006  
SWCSBUS21 FOR SCHOOL BUSES**

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- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 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.

**Contract Manager:** Larry Fowler  
**Vendor's Name:** Matheny Motor Truck Co  
**Vendor's FEIN:** 55-032-0770  
**Vendor's Address:** PO Box 1304  
Parkersburg, WV 26102  
**Telephone Number:** 304-485-4418  
**Fax Number:** 304-489-0061  
**Email Address:** lfowler@mathenymotors.com

<b>1. TRANSIT UNITS: (Diesel Engines)</b>			
<b>71 PASSENGER</b>			
	230HP, FE	\$	94,822.00
	230HP, RE	\$	101,792.00
<b>DELIVERY TO CHARLESTON, WV</b>		\$	750.00
<b>77 PASSENGER</b>			
	230HP, FE	\$	98,876.00
	230HP, RE	\$	105,991.00
<b>DELIVERY TO CHARLESTON, WV</b>		\$	750.00
<b>84 PASSENGER</b>			
	245HP, FE	\$	100,545.00
	245HP, RE	\$	109,412.00
<b>DELIVERY TO CHARLESTON, WV</b>		\$	750.00
<b>89 PASSENGER</b>			
	245HP, FE	\$	101,168.00
	245HP, RE	\$	109,807.00
<b>DELIVERY TO CHARLESTON, WV</b>		\$	750.00

<b>2. CONVENTIONAL UNITS:</b>			
<b>24 PASSENGER</b>			
TYPE A	130HP/Diesel	No Bid	
TYPE A	LPG Fueled	No Bid	
TYPE A	Gasoline	\$ 58,178.00	
DELIVERY TO CHARLESTON, WV		\$ 750.00	
<b>30 PASSENGER</b>			
TYPE A	130HP/Diesel	No Bid	
TYPE A	LPG Fueled	No Bid	
TYPE A	Gasoline	\$ 60,194.00	
DELIVERY TO CHARLESTON, WV		\$ 750.00	
<b>35 PASSENGER</b>			
	Type C - 200HP/Diesel	\$ 78,367.00	
	Type C - LPG Fueled	No Bid	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV		\$ 750.00	
<b>47 PASSENGER</b>			
	Type C - 220HP/Diesel	\$ 81,344.00	
	Type C - LPG Fueled	\$ 88,938.00	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV - F/47 Diesel		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/47 Propane		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/47 Gasoline		No Bid	
<b>53 PASSENGER</b>			
	Type C - 220HP/Diesel	\$ 81,909.00	
	Type C - LPG Fueled	\$ 89,341.00	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV - F/53 Diesel		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/53 Propane		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/53 Gasoline		No Bid	
<b>59 PASSENGER</b>			
	Type C - 220HP/Diesel	\$ 83,114.00	
	Type C - LPG Fueled	\$ 90,838.00	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV - F/59 Diesel		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/59 Propane		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/59 Gasoline		No Bid	
<b>65 PASSENGER</b>			
	Type C - 230HP/Diesel	\$ 84,924.00	
	Type C - LPG Fueled	\$ 92,101.00	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV - F/65 Diesel		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/65 Propane		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/65 Gasoline		No Bid	
<b>71 PASSENGER</b>			
	Type C - 230HP/Diesel	\$ 85,373.00	
	Type C - LPG Fueled	\$ 92,525.00	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV - F/71 Diesel		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/71 Propane		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/71 Gasoline		No Bid	
<b>77 PASSENGER</b>			
	Type C - 230HP/Diesel	\$ 90,062.00	
	Type C - LPG Fueled	\$ 94,151.00	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV - F/77 Diesel		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/77 Propane		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/77 Gasoline		No Bid	

<b>3. SPECIAL NEEDS - CONVENTIONAL UNITS:</b>				
<b>35 PASSENGER</b>				
	200HP/Diesel	\$	82,507.00	
	LPG Fueled		No Bid	
	Gasoline		No Bid	
DELIVERY TO CHARLESTON, WV - F/35, Conv.		\$	750.00	
<b>47 PASSENGER</b>				
	220HP/Diesel	\$	84,112.00	
	LPG Fueled	\$	92,576.00	
	Gasoline		No Bid	
DELIVERY TO CHARLESTON, WV - F/47, Conv.		\$	750.00	
<b>53 PASSENGER</b>				
	220HP/Diesel	\$	84,896.00	
	LPG Fueled	\$	92,264.00	
	Gasoline		No Bid	
DELIVERY TO CHARLESTON, WV - F/53, Conv.		\$	750.00	
<b>59 PASSENGER</b>				
	220HP/Diesel	\$	87,182.00	
	LPG Fueled	\$	94,235.00	
	Gasoline		No Bid	
DELIVERY TO CHARLESTON, WV - F/59, Conv.		\$	750.00	
<b>65 PASSENGER</b>				
	230HP/Diesel	\$	88,173.00	
	LPG Fueled	\$	95,966.00	
	Gasoline		No Bid	
DELIVERY TO CHARLESTON, WV - F/65, Conv.		\$	750.00	
<b>71 PASSENGER</b>				
	230HP/Diesel	\$	88,738.00	
	LPG Fueled	\$	96,315.00	
	Gasoline		No Bid	
DELIVERY TO CHARLESTON, WV - F/71, Conv.		\$	750.00	
<b>77 PASSENGER</b>				
	230HP/Diesel	\$	93,663.00	
	LPG Fueled	\$	98,080.00	
	Gasoline		No Bid	
DELIVERY TO CHARLESTON, WV - F/77, Conv.		\$	750.00	

**DELIVERY:**

Bidders must state number of days after receipt of order (ARO) for bus delivery. Number of days for delivery shall be no greater than 120 calendar days. This does not include "letters of intent".

Buses will be delivered within 120 calendar days of ARO.

Vendor Name: Matheny Motor Truck Co

Address: PO Box 130

Parkersburg, WV 26102

Phone: 304-485-4410

Fax: 304-489-0061

Email: lfowler@mathenymotors.com

Vendor's Representative:

Larry W. Fowler  
(Print Name)

(Signature)

11/12/2020

(Date)



CRFQ 0212 SWC2100000006

SWCBUS21

Item below is for Optional Pricing. (The item below shall be utilized at the discretion of the WVDE or County Schools and will depend on the Agency's or Counties funding only).

Vendors must realize that the quantity, when provided, is an estimate only and there is no guarantee of usage.

The Vendor's rate will be established as a result of this award, but the quantity needed may be considered open-ended.

Item	Description	Estimated Quantity	Unit Cost
Video Equipment	Video Equipment (to include but not limited to, 256 GB HD; record date. Time and vehicle location; lockable case for DVR; 720P Camera resolution; External stop arm camera-forward and rear facing; waterproof external camera-adjustable; Infrared Day/Night vision cameras; Anti-glare polarized lens; Vandal resistant; Wi-Fi capability; GPS capability; Audio capability; all cables, hardware and brackets necessary for installation on school bus; and 12 month minimum warranty	20	\$2,517
Electronic Flashing Sign	Electronic Flashing Sign - to include but not limited to: electronic flashing sign may be mounted to the rear emergency door below the upper window in lieu of a decal and display the words: "Caution Stopping" when the amber flashing warning lights are activated and "Stop Do Not Pass" when the red flashing warning lights are activated.	20	\$ 399.00

Vendor Name: Matheny Motor Truck Co.  
(Print Name)

Vendor's Representative: Larry Fowler  
(Print Name)

REQUEST FOR QUOTATION  
CRFQ 0212 SWC2100000006  
SWCSBUS21 FOR SCHOOL BUSES

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish an open-end contract for School Buses. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties in accordance with West Virginia Code 5 A-3-11e.

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

2.1 **“Desired Item”** or **“Desired Items”** means the list of buses identified on the pricing pages.

2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as **Exhibit B** and **Exhibit C** used to evaluate the RFQ.

2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as **SBUS21**.

3. **GENERAL REQUIREMENTS:**

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

3.1.1 **Site Visits**

3.1.1.1 The State of West Virginia and/or County Boards of Education reserve the right for representatives to visit production facilities of successful bidders prior to and/or during construction of the units for the purpose of observing production and quality control.

3.1.1.2 School bus manufacturers will construct a pilot unit for each bus type (conventional, transit and special needs) and provide expenses for approval by the Executive Director or WVDE representative, Office of School Transportation and the WVDE designated inspector to visit the factory or dealership location prior to assembly line production of West Virginia school buses 2021. (This location is subject to change in the year 2022). When such dealership location is visited by WVDE Executive Director, or its representative and the designated inspector, a factory representative must be

REQUEST FOR QUOTATION  
CRFQ 0212 SWC2100000006  
SWCSBUS21 FOR SCHOOL BUSES

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present during the rest of the pilot inspection to offer answers and clarification to questions and any concerns that may be brought up during the inspection.

**3.1.2 Line Setting Tickets**

**3.1.2.1** Line setting tickets shall be furnished by the manufacturer for all vehicles.

**3.1.3 Application for Title**

**3.1.3.1** Successful bidder will issue application for title at least 20 working days prior to the anticipated delivery date of completed units. A 5-day advance notification to the ordering agency must be given prior to the actual delivery date.

**3.1.4 School Bus Requirements - Commodity Line Items 1 through 100**

**3.1.4.1** School buses must conform to WEST VIRGINIA MINIMUM SCHOOL BUS TRANSPORTATION REGULATIONS, PROCEDURES, AND SPECIFICATIONS FOR THE DESIGN AND EQUIPMENT OF SCHOOL BUSES (POLICY 4336), 2020 REVISION and the Title 126 Legislative Rule, attached hereto as **Exhibit A** and the specifications contained herein.

**3.1.4.2 ADDITIONAL REQUIREMENTS FOR SCHOOL YEAR 2020-2021: (all items included in policy 2020 revision)**

**3.1.4.2.1 BRAKES:** Electronic Stability Control will be required on all school buses.

**3.1.4.2.2 STORAGE COMPARTMENT:** Two metal compartments, one on each side of the bus, of adequate strength and capacity for storage of tire chains, tow chains, and such tools as may be necessary for minor repairs shall be provided. Such storage compartment shall be located outside passenger compartment. The dimensions of this compartment shall be a minimum of 25" long, 16" wide and 12" high. **EXCEPTION:** Only one storage compartment is required for Type A buses and smaller lift equipped buses which the design may not allow for the installation of two compartments. A single compartment may be installed on the left or right side and may be

REQUEST FOR QUOTATION  
CRFQ 0212 SWC2100000006  
SWCSBUS21 FOR SCHOOL BUSES

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manufactures standard size. School buses with larger luggage compartments are exempt from this standard.

A door with locks keyed alike, as well as a proper latch, shall be provided. Such compartment shall be constructed of highly non-corrosive material, and provision for drainage of water resulting from snow and ice on tire chains shall be provided.

- 3.1.4.2.3 ROOF MOUNTED STROBE LAMP:** A strobe lamp, white in color, shall be mounted on the roof of the school bus. The lamp shall be a maximum of 5" in height, located on the center line of the roof four to six feet from the rear of the bus, and rear of the roof hatch. The strobe lamp shall be a double flashing Class 2, with a minimum of 10 joules when using an incandescent lamp. An LED strobe light is permissible as a class 1 double flashing light.
- 3.1.4.2.4 BATTERY:** Diesel Power: Three Group 31 batteries with a minimum of 1950 cold cranking amps (CCA) total are required. **EXCEPTION:** Type A gasoline-powered buses shall have two (2) batteries.
- 3.1.4.2.5 TYPE A CHAIN BOX:** may be located inside bus if space is not available in side skirting. And may be manufacturer's standard size.
- 3.1.4.2.6 STABILITY CONTROL:** The electronic stability control shall be provided
- 3.1.4.2.7 FUEL PORT DOOR:** The body manufacturer shall furnish a fuel port door on all vehicles. **EXCEPTION:** Type A
- 3.1.4.2.8 FENDER FLARES:** Type A (only) fender flares maybe molded from thermoplastic material.
- 3.1.4.2.9 WHEELCHAIR LIFT:** The design load of the lift shall be at least 1000 pounds.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC210000006  
SWCSBUS21 FOR SCHOOL BUSES**

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**3.1.4.2.10 SERVICE DOOR:** The service door emergency release shall be located below the windshield, accessible and identified to all passengers.

**3.1.4.2.11 AUXILLARY FAN:** A minimum of two auxiliary fans six inches in diameter shall be installed, suspended from above both sides of the windshield.

**3.1.4.2.11.1.** The fans must be adjustable, and the fan blades must be covered with a protective cage.

**3.1.4.2.11.2.** Each fan shall be controlled by a separate switch.

**3.1.4.2.11.3.** Auxiliary fans are not be considered as part of the primary defrosting and defogging system.

**EXCEPTION:** Type A

### **3.1.5 OPTIONAL ITEMS**

**3.1.5.1. VIDEO EQUIPMENT** shall be in compliance with Title 126 Legislative Rule 2.36 Video Equipment and installation and found on **Exhibit C – Optional Pricing Page**:

**3.1.5.2** The video equipment shall include at a minimum:

**3.1.5.2.1.** 256 GB Hard Drive

**3.1.5.2.2.** Must be able to record date, time and vehicle location.

**3.1.5.2.3.** Lockable cage for DVR

**3.1.5.2.4.** Panic Button/ Event Record

**3.1.5.2.5.** 720P Camera resolution

**3.1.5.2.6** External stop arm camera-forward and rear facing.

**NOTE:** Forward facing camera can be mounted internally in windshield.

**3.1.5.2.7.** Waterproof external camera-adjustable

**3.1.5.2.8** Infrared Day / Night vision cameras

**3.1.5.2.9.** Anti-glare polarized lens

**3.1.5.2.10.** Vandal resistant

**3.1.5.2.11.** Wi-Fi capability

**3.1.5.2.12.** GPS capability

**3.1.5.2.13.** Audio capability

REQUEST FOR QUOTATION  
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SWCSBUS21 FOR SCHOOL BUSES

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**3.1.5.2.14.** All cables, hardware, and brackets necessary for installation on school bus.

**3.1.5.2.15.** 12-month minimum warranty

**NOTE:** Any component supplied by a bidder as an equivalent (where equivalent is permitted in the Minimum Requirements) must have prior approval, in writing, from the Executive Director or WVDE representative, Office of School Transportation. All requests must be presented to the Purchasing Division directly via email to [mark.a.atkins@wv.gov](mailto:mark.a.atkins@wv.gov) prior to the Question and Answer deadline. Responses shall be issued by formal addenda.

#### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Desired Items. This is a multi-award; the Contract shall be awarded to the Vendor(s) that provides the Desired Item(s) meeting the required specifications.

Bids shall be accepted from all bidders who shall then be awarded contracts if they meet the state board's "Minimum Standards for Design and Equipment of School Buses." County Boards of Education may select from those bidders who have been awarded contracts and shall pay the difference between the state aid formula amount and the actual cost of bus replacement. Any or all bids may be rejected.

**4.2 Pricing Section:** Vendor should complete the **Exhibit B and Exhibit C Pricing Pages** by completing the unit price of each of the commodity line items listed. Vendor should complete the Pricing Section in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Section contain a list of Desired Items. The Estimated quantity is **250 – 300 units**. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

**4.3** Vendors who wish to respond to the Request of Quotation (CRFQ) online may submit information through the State's WVOASIS Vendor Self Service (VSS). Vendors should download the **EXHIBIT B and EXHIBIT C PRICING PAGES** that are attached separately to the CRFQ and published in VSS. Vendors should complete this form with their prices information and include it as an attachment to their online responses.

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If unable to respond online, Vendors must submit the **EXHIBIT B & EXHIBIT C – SBUS21 Pricing Pages** with your bid prior to the scheduled bid opening and time.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages may be requested as an electronic copy for bid purposes by sending an email request to the following address: [mark.a.atkins@wv.gov](mailto:mark.a.atkins@wv.gov)

- 4.4 Convenience Copies:** Bidders should send one convenience copy of their bid to the Purchasing Division.

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment in advance is not permitted under this Contract.

**Vendor is not required to accept the State of West Virginia Purchasing Card as payment in the resulting contract.**

Payment by counties to the successful bidders will be made upon acceptance of completed units by county boards of education. (Acceptance means when a county has determined that ALL manufacturer responsibilities have been met.)

West Virginia Minimum Requirements for Design and Equipment of School Buses, 2014 revision may be obtained from:

WVDE, Executive Director and/or Representative  
Office of School Transportation  
WV Department of Education  
1900 Kanawha Blvd., Bldg. 6, Room 215  
Charleston, WV 25305  
Phone - (304) 558-2711  
FAX - (304) 558-8867

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SWCSBUS21 FOR SCHOOL BUSES

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**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within 120 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4 Return of Unacceptable Items:** If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.



REQUEST FOR QUOTATION  
CRFQ 0212 SWC210000006  
SWCSBUS21 FOR SCHOOL BUSES

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**7. MISCELLANEOUS:**

- 7.1 No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 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.

**Contract Manager:** Larry Fowler  
**Vendor's Name:** Matheny Motor Truck Co  
**Vendor's FEIN:** 55-032-0770  
**Vendor's Address:** PO Box 1304  
Parkersburg, WV 26102  
**Telephone Number:** 304-485-4118  
**Fax Number:** 304-485-489-0061  
**Email Address:** lfowler@mathenymotors.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> United Security Agency, Inc. 139 W. Main Street Bridgeport WV 26330		<b>CONTACT NAME:</b> Carla Dobbins <b>PHONE (A/C No. Ext):</b> 304-848-2642 <b>E-MAIL ADDRESS:</b> cdobbins@unitedsecurityagency.com <b>FAX (A/C No):</b> 304-842-7321	
<b>INSURED</b> Matheny Motor Truck Company PO Box 1304 Parkersburg WV 26102-1304		<b>MATH-MOT-01</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Erie Insurance	26830
		INSURER B: Erie Insurance Exchange	26271
		INSURER C: Erie Insurance Company	26263
		INSURER D: TRAVELERS	25674
		INSURER E: Erie Ins Co Of NY	16233
		INSURER F: Employers	

**COVERAGES** **CERTIFICATE NUMBER:** 2131028490 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q43-5150707 (WV) Q43-0156147 (VA, OH, MD)	7/1/2020 7/1/2020	7/1/2021 7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP Agg \$ 2,000,000 \$
B B C A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Garage Lib. <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contingent L.			Q87-0181495 (Maryland) Q87-0181495 (Virginia) Q87-5180341 (Ohio) Q87-5180942 (WV)	7/1/2020 7/1/2020 7/1/2020 7/1/2020	7/1/2021 7/1/2021 7/1/2021 7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q31-5170364 ZUP-16N2652A-19-NF	7/1/2020 7/1/2020	7/1/2021 7/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Excess Umbrella \$ 10,000,000
E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A		Q91-5102550 EIG2887877-01 (Florida)	7/1/2020 8/20/2020	7/1/2021 8/20/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WV Broad Form E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Named Insured's: Matheny Motor Truck Co., Matheny Family Limited Partnership, TLM LLC, Allied Freightliner LLC, Allied Truck Leasing LLC, Matheny Ford LLC, Matheny Insurance Services, TLM LLC and MAC LLC, Matheny B-P-G AD Group, Matheny Motors Factory Outlet, Hino Trucks of Williamstown, Matheny Leasing, Inc., Matheny Motors Ford LLC, Allied Holdings LLC

<b>CERTIFICATE HOLDER</b>  State of WV	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Larry W. Folwer Sales Manager

PO Box 1304 Parkersburg, WV 26102

304-485-4110

lfowler@mathenymotors.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Matheny Motors

(Company)

  
(Authorized Signature) (Representative Name, Title)

Larry W. Fowler Sales Manager

(Printed Name and Title of Authorized Representative)

  
(Date)

304-485-4110 304-489-0061

(Phone Number) (Fax Number)

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Matheny Minc Truck Co Address: P.O. Box 1304  
50 Matheny Lane  
Martinsburg, WV 26110  
Mineral Wells, WV 26158

Name of Authorized Agent: Larry Fowler Address: Same

Contract Number: CRFQ SWC21\*06 Contract Description: School Buses

Governmental agency awarding contract: WV Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. **Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: [Signature]

Date Signed: 11/12/2020

**Notary Verification**

State of WV, County of WOOD:

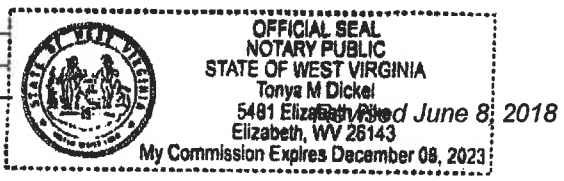
I, Larry W. Fowler, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 12 day of November, 2020.

[Signature]  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: Purchasing Division



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Matheny Motor-Truck Co.

Authorized Signature: [Signature] Date: 11/12/2020

State of WV

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 12 day of November, 2020.

My Commission expires Dec 8, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]

<b>1. TRANSIT UNITS: (Diesel Engines)</b>				
<b>71 PASSENGER</b>				
	230HP, FE	\$	94,822.00	
	230HP, RE	\$	101,792.00	
<b>DELIVERY TO CHARLESTON, WV</b>		\$	750.00	
<b>77 PASSENGER</b>				
	230HP, FE	\$	98,876.00	
	230HP, RE	\$	105,991.00	
<b>DELIVERY TO CHARLESTON, WV</b>		\$	750.00	
<b>84 PASSENGER</b>				
	245HP, FE	\$	100,545.00	
	245HP, RE	\$	109,412.00	
<b>DELIVERY TO CHARLESTON, WV</b>		\$	750.00	
<b>89 PASSENGER</b>				
	245HP, FE	\$	101,168.00	
	245HP, RE	\$	109,807.00	
<b>DELIVERY TO CHARLESTON, WV</b>		\$	750.00	

<b>2. CONVENTIONAL UNITS:</b>			
<b>24 PASSENGER</b>			
TYPE A	130HP/Diesel	No Bid	
TYPE A	LPG Fueled	No Bid	
TYPE A	Gasoline	\$ 58,178.00	
DELIVERY TO CHARLESTON, WV		\$ 750.00	
<b>30 PASSENGER</b>			
TYPE A	130HP/Diesel	No Bid	
TYPE A	LPG Fueled	No Bid	
TYPE A	Gasoline	\$ 60,194.00	
DELIVERY TO CHARLESTON, WV		\$ 750.00	
<b>35 PASSENGER</b>			
	Type C - 200HP/Diesel	\$ 78,367.00	
	Type C - LPG Fueled	No Bid	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV		\$ 750.00	
<b>47 PASSENGER</b>			
	Type C - 220HP/Diesel	\$ 81,344.00	
	Type C - LPG Fueled	\$ 88,938.00	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV - F/47 Diesel		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/47 Propane		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/47 Gasoline		No Bid	
<b>53 PASSENGER</b>			
	Type C - 220HP/Diesel	\$ 81,909.00	
	Type C - LPG Fueled	\$ 89,341.00	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV - F/53 Diesel		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/53 Propane		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/53 Gasoline		No Bid	
<b>59 PASSENGER</b>			
	Type C - 220HP/Diesel	\$ 83,114.00	
	Type C - LPG Fueled	\$ 90,838.00	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV - F/59 Diesel		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/59 Propane		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/59 Gasoline		No Bid	
<b>65 PASSENGER</b>			
	Type C - 230HP/Diesel	\$ 84,924.00	
	Type C - LPG Fueled	\$ 92,101.00	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV - F/65 Diesel		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/65 Propane		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/65 Gasoline		No Bid	
<b>71 PASSENGER</b>			
	Type C - 230HP/Diesel	\$ 85,373.00	
	Type C - LPG Fueled	\$ 92,525.00	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV - F/71 Diesel		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/71 Propane		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/71 Gasoline		No Bid	
<b>77 PASSENGER</b>			
	Type C - 230HP/Diesel	\$ 90,062.00	
	Type C - LPG Fueled	\$ 94,151.00	
	Type C - Gasoline	No Bid	
DELIVERY TO CHARLESTON, WV - F/77 Diesel		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/77 Propane		\$ 750.00	
DELIVERY TO CHARLESTON, WV - F/77 Gasoline		No Bid	



<b>3. SPECIAL NEEDS - CONVENTIONAL UNITS:</b>			
<b>35 PASSENGER</b>			
	200HP/Diesel	\$	82,507.00
	LPG Fueled		No Bid
	Gasoline		No Bid
<b>DELIVERY TO CHARLESTON, WV - F/35, Conv.</b>		\$	750.00
<b>47 PASSENGER</b>			
	220HP/Diesel	\$	84,112.00
	LPG Fueled	\$	92,576.00
	Gasoline		No Bid
<b>DELIVERY TO CHARLESTON, WV - F/47, Conv.</b>		\$	750.00
<b>53 PASSENGER</b>			
	220HP/Diesel	\$	84,896.00
	LPG Fueled	\$	92,264.00
	Gasoline		No Bid
<b>DELIVERY TO CHARLESTON, WV - F/53, Conv.</b>		\$	750.00
<b>59 PASSENGER</b>			
	220HP/Diesel	\$	87,182.00
	LPG Fueled	\$	94,235.00
	Gasoline		No Bid
<b>DELIVERY TO CHARLESTON, WV - F/59, Conv.</b>		\$	750.00
<b>65 PASSENGER</b>			
	230HP/Diesel	\$	88,173.00
	LPG Fueled	\$	95,966.00
	Gasoline		No Bid
<b>DELIVERY TO CHARLESTON, WV - F/65, Conv.</b>		\$	750.00
<b>71 PASSENGER</b>			
	230HP/Diesel	\$	88,738.00
	LPG Fueled	\$	96,315.00
	Gasoline		No Bid
<b>DELIVERY TO CHARLESTON, WV - F/71, Conv.</b>		\$	750.00
<b>77 PASSENGER</b>			
	230HP/Diesel	\$	93,663.00
	LPG Fueled	\$	98,080.00
	Gasoline		No Bid
<b>DELIVERY TO CHARLESTON, WV - F/77, Conv.</b>		\$	750.00

**DELIVERY:**

Bidders must state number of days after receipt of order (ARO) for bus delivery. Number of days for delivery shall be no greater than 120 calendar days. This does not include "letters of intent".

Buses will be delivered within 120 calendar days of ARO.

Vendor Name: Matheny Motor Truck Co

Address: P.O. Box 130  
Parkersburg, WV 26102

Phone: 304-485-4410

Fax: 304-489-0061

Email: lfowler@mathenymotors.com

Vendor's Representative:

Larry W. Fowler  
(Print Name)

  
(Signature)  
11/12/2020

(Date)

**CRFQ 0212 SWC2100000006**

SWCBUS21

Item below is for Optional Pricing. (The item below shall be utilized at the discretion of the WVDE or County Schools and w depend on the Agency's or Counties funding only).

Vendors must realize that the quantity, when provided, is an estimate only and there is no guarantee of usage.

The Vendor's rate will be established as a result of this award, but the quantity needed may be considered open-ended.

Item	Description	Estimated Quantity	Unit Cost
Video Equipment	Video Equipment (to include but not limited to, 256 GB HD; record date. Time and vehicle location; lockable case for DVR; 720P Camera resolution; External stop arm camera-forward and rear facing; waterproof external camera-adjustable; Infrared Day/Night vision cameras; Anti-glare polarized lens; Vandal resistant; Wi-Fi capability; GPS capability; Audio capability; all cables, hardware and brackets necessary for installation on school bus; and 12 month minimum warranty	20	\$2,517
Electronic Flashing Sign	Electronic Flashing Sign - to include but not limited to: electronic flashing sign may be mounted to the rear emergency door below the upper window in lieu of a decal and display the words: "Caution Stopping" when the amber flashing warning lighs are activated and "Stop Do Not Pass" when the red flashing warning lights are activated.	20	\$ 399.00

**Vendor Name:** Matheny Motor Truck Co.  
(Print Name)

**Vendor's Representative:** Larry Fowler  
(Print Name)



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

State of West Virginia  
 Centralized Request for Quote  
 Vehicles

Proc Folder: 793900			Reason for Modification: ADDENDUM_1
Doc Description: VARIOUS SCHOOL BUSES FY2021			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-10-28	2020-11-12 13:30	CRFQ 0212 SWC210000006	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Customer Code: 000000200051  
 Vendor Name : Matheny Motor Co  
 Address : PO Box 1304  
 Street :  
 City : Parkersburg  
 State : WV Country : US Zip : 261021304  
 Principal Contact : Larry Fowler  
 Vendor Contact Phone: 304-485-4418 Extension:

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Vendor  
 Signature X

FEIN#

55-032-0770

DATE

11/12/2020

All offers subject to all terms and conditions contained in this solicitation



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

State of West Virginia  
 Centralized Request for Quote  
 Vehicles

<b>Proc Folder:</b> 793900			<b>Reason for Modification:</b> Addendum_2: Published to clarify the agency response to Question #13 provided in Addendum_1.
<b>Doc Description:</b> VARIOUS SCHOOL BUSES FY2021			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-11-02	2020-11-12 13:30	CRFQ 0212 SWC2100000006	3

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** 000000200051

**Vendor Name :** Matheny Motor Truck Co

**Address :** PO Box 1304

**Street :**


**City :** Parkersburg

**State :** WV **Country :** US **Zip :** 261021304

**Principal Contact :** Larry Fowler

**Vendor Contact Phone:** 304-485-4118 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

**Vendor Signature X**  **FEIN#** 55-032-0770 **DATE** 11/12/2020

**All offers subject to all terms and conditions contained in this solicitation**

**ADDITIONAL INFORMATION**

ADDENDUM\_2: Is published for the following:

1. To publish the Agency's clarification response to question #13 submitted during the Technical Questioning period and provided in Addendum\_1.

NO OTHER CHANGES.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish an open-end contract for School Buses. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties in accordance with West Virginia Code 5 A-3-11e per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV 99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VARIOUS BUS UNITS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101500			

**Extended Description:**

VARIOUS BUS UNITS

PLEASE SEE EXHIBIT\_B and EXHIBIT\_C - PRICING PAGES ATTACHED

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV 99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	DELIVERY TO CHARLESTON, WV	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

**Extended Description:**

DELIVERY TO CHARLESTON, WV

PLEASE SEE EXHIBIT\_B PRICING PAGES ATTACHED

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 2:00pm EDT	2020-10-22

	Document Phase	Document Description	Page
SWC210000006	Final	VARIOUS SCHOOL BUSES FY2021	4

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO 0212 SWC210000006**

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

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

Matheny Motor Truck Co

Company

Authorized Signature

Date

  
11/12/2020

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



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

State of West Virginia  
 Centralized Request for Quote  
 Vehicles

<b>Proc Folder:</b> 793900			<b>Reason for Modification:</b> Addendum_2: Published to clarify the agency response to Question #13 provided in Addendum_1.
<b>Doc Description:</b> VARIOUS SCHOOL BUSES FY2021			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-11-02	2020-11-12 13:30	CRFQ 0212 SWC2100000006	3

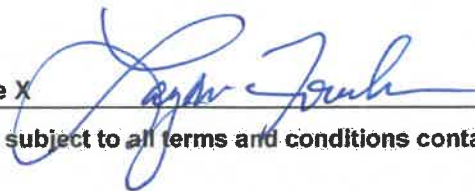
**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** 000000200051  
**Vendor Name :** Matheny Motor Truck CO  
**Address :** PO Box 1304  
**Street :**  
**City :** Parkersburg  
**State :** WV **Country :** US **Zip :** 261021304  
**Principal Contact :** Larry  
**Vendor Contact Phone:** 304-485-4118 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Vendor Signature X  FEIN# 55-032-0770 DATE 11/12/2020

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

ADDENDUM\_2: Is published for the following:

1. To publish the Agency's clarification response to question #13 submitted during the Technical Questioning period and provided in Addendum\_1.

NO OTHER CHANGES.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish an open-end contract for School Buses. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties in accordance with West Virginia Code 5 A-3-11e per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV 99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VARIOUS BUS UNITS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101500			

**Extended Description:**

VARIOUS BUS UNITS

PLEASE SEE EXHIBIT\_B and EXHIBIT\_C - PRICING PAGES ATTACHED

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV 99999	No City US	WV 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	DELIVERY TO CHARLESTON, WV	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

**Extended Description:**

DELIVERY TO CHARLESTON, WV

PLEASE SEE EXHIBIT\_B PRICING PAGES ATTACHED

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 2:00pm EDT	2020-10-22

**SOLICITATION NUMBER: CRFQ 0212 SWC2100000006**  
**Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2100000006 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other: Clarification of agency response to Technical Question #13.

**Description of Modification to Solicitation:**

1. To publish the Agency's clarification response to question #13 submitted during the Technical Questioning period and provided in Addendum\_1.

NO OTHER CHANGES.

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

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Clarification Response

<b>13Q.</b>	On page 78, Section 4.2.e requires all buses equipped with lifts to have a minimum of three (3) wheel chair locations and proper restraining devices. I would suggest adding the words flat floor to it to clearly define it, and adding an exception for non-flat floor buses to have a minimum of one (1) wheel chair location and restraining devices.
<b>13R.</b>	Granted. A vehicle equipped with a power lift and flat floor must contain adequate space and proper restraining devices for a minimum of one wheelchair space and adequate restraints.
<b>13R.Clarification</b>	Response is now updated to read "a vehicle equipped with a power lift and non-flat floor, must contain adequate space and adequate restraints for a minimum of one wheelchair space."

REQUEST FOR QUOTATION  
CRFQ 0212 SWC2100000006  
SWCSBUS21 FOR SCHOOL BUSES

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- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 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.

**Contract Manager:** Larry Fowler  
**Vendor's Name:** Matheny Motor Truck Co  
**Vendor's FEIN:** 55-032-0770  
**Vendor's Address:** PO Box 1304  
Parkersburg, WV 26102  
**Telephone Number:** 304-485-4418  
**Fax Number:** 304-489-0061  
**Email Address:** lfowler@mathenymotors.com

REQUEST FOR QUOTATION  
CRFQ 0212 SWC2100000006  
SWCSBUS21 FOR SCHOOL BUSES

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish an open-end contract for School Buses. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties in accordance with West Virginia Code 5 A-3-11e.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Desired Item” or “Desired Items”** means the list of buses identified on the pricing pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as **Exhibit B** and **Exhibit C** used to evaluate the RFQ.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as **SBUS21**.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Desired Items and Mandatory Requirements:** Vendor shall provide the Agency with the Desired Items listed on the pricing pages on an open-end and continuing basis. Desired Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **Site Visits**
      - 3.1.1.1 The State of West Virginia and/or County Boards of Education reserve the right for representatives to visit production facilities of successful bidders prior to and/or during construction of the units for the purpose of observing production and quality control.
      - 3.1.1.2 School bus manufacturers will construct a pilot unit for each bus type (conventional, transit and special needs) and provide expenses for approval by the Executive Director or WVDE representative, Office of School Transportation and the WVDE designated inspector to visit the factory or dealership location prior to assembly line production of West Virginia school buses 2021. (This location is subject to change in the year 2022). When such dealership location is visited by WVDE Executive Director, or its representative and the designated inspector, a factory representative must be



REQUEST FOR QUOTATION  
CRFQ 0212 SWC2100000006  
SWCSBUS21 FOR SCHOOL BUSES

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present during the rest of the pilot inspection to offer answers and clarification to questions and any concerns that may be brought up during the inspection.

**3.1.2 Line Setting Tickets**

**3.1.2.1** Line setting tickets shall be furnished by the manufacturer for all vehicles.

**3.1.3 Application for Title**

**3.1.3.1** Successful bidder will issue application for title at least 20 working days prior to the anticipated delivery date of completed units. A 5-day advance notification to the ordering agency must be given prior to the actual delivery date.

**3.1.4 School Bus Requirements - Commodity Line Items 1 through 100**

**3.1.4.1** School buses must conform to WEST VIRGINIA MINIMUM SCHOOL BUS TRANSPORTATION REGULATIONS, PROCEDURES, AND SPECIFICATIONS FOR THE DESIGN AND EQUIPMENT OF SCHOOL BUSES (POLICY 4336), 2020 REVISION and the Title 126 Legislative Rule, attached hereto as **Exhibit A** and the specifications contained herein.

**3.1.4.2 ADDITIONAL REQUIREMENTS FOR SCHOOL YEAR 2020-2021:** (all items included in policy 2020 revision)

**3.1.4.2.1 BRAKES:** Electronic Stability Control will be required on all school buses.

**3.1.4.2.2 STORAGE COMPARTMENT:** Two metal compartments, one on each side of the bus, of adequate strength and capacity for storage of tire chains, tow chains, and such tools as may be necessary for minor repairs shall be provided. Such storage compartment shall be located outside passenger compartment. The dimensions of this compartment shall be a minimum of 25" long, 16" wide and 12" high. **EXCEPTION:** Only one storage compartment is required for Type A buses and smaller lift equipped buses which the design may not allow for the installation of two compartments. A single compartment may be installed on the left or right side and may be

REQUEST FOR QUOTATION  
CRFQ 0212 SWC210000006  
SWCSBUS21 FOR SCHOOL BUSES

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manufactures standard size. School buses with larger luggage compartments are exempt from this standard.

A door with locks keyed alike, as well as a proper latch, shall be provided. Such compartment shall be constructed of highly non-corrosive material, and provision for drainage of water resulting from snow and ice on tire chains shall be provided.

**3.1.4.2.3 ROOF MOUNTED STROBE LAMP:** A strobe lamp, white in color, shall be mounted on the roof of the school bus. The lamp shall be a maximum of 5" in height, located on the center line of the roof four to six feet from the rear of the bus, and rear of the roof hatch. The strobe lamp shall be a double flashing Class 2, with a minimum of 10 joules when using an incandescent lamp. An LED strobe light is permissible as a class 1 double flashing light.

**3.1.4.2.4 BATTERY:** Diesel Power: Three Group 31 batteries with a minimum of 1950 cold cranking amps (CCA) total are required. **EXCEPTION:** Type A gasoline-powered buses shall have two (2) batteries.

**3.1.4.2.5 TYPE A CHAIN BOX:** may be located inside bus if space is not available in side skirting. And may be manufacturer's standard size.

**3.1.4.2.6 STABILITY CONTROL:** The electronic stability control shall be provided

**3.1.4.2.7 FUEL PORT DOOR:** The body manufacturer shall furnish a fuel port door on all vehicles. **EXCEPTION:** Type A

**3.1.4.2.8 FENDER FLARES:** Type A (only) fender flares may be molded from thermoplastic material.

**3.1.4.2.9 WHEELCHAIR LIFT:** The design load of the lift shall be at least 1000 pounds.

REQUEST FOR QUOTATION  
CRFQ 0212 SWC2100000006  
SWCSBUS21 FOR SCHOOL BUSES

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**3.1.4.2.10 SERVICE DOOR:** The service door emergency release shall be located below the windshield, accessible and identified to all passengers.

**3.1.4.2.11 AUXILIARY FAN:** A minimum of two auxiliary fans six inches in diameter shall be installed, suspended from above both sides of the windshield.

**3.1.4.2.11.1.** The fans must be adjustable, and the fan blades must be covered with a protective cage.

**3.1.4.2.11.2.** Each fan shall be controlled by a separate switch.

**3.1.4.2.11.3.** Auxiliary fans are not be considered as part of the primary defrosting and defogging system.

**EXCEPTION:** Type A

### 3.1.5 OPTIONAL ITEMS

**3.1.5.1. VIDEO EQUIPMENT** shall be in compliance with Title 126 Legislative Rule 2.36 Video Equipment and installation and found on **Exhibit C – Optional Pricing Page:**

**3.1.5.2** The video equipment shall include at a minimum:

**3.1.5.2.1.** 256 GB Hard Drive

**3.1.5.2.2.** Must be able to record date, time and vehicle location.

**3.1.5.2.3.** Lockable cage for DVR

**3.1.5.2.4.** Panic Button/ Event Record

**3.1.5.2.5.** 720P Camera resolution

**3.1.5.2.6** External stop arm camera-forward and rear facing.

**NOTE:** Forward facing camera can be mounted internally in windshield.

**3.1.5.2.7.** Waterproof external camera-adjustable

**3.1.5.2.8** Infrared Day / Night vision cameras

**3.1.5.2.9.** Anti-glare polarized lens

**3.1.5.2.10.** Vandal resistant

**3.1.5.2.11.** Wi-Fi capability

**3.1.5.2.12.** GPS capability

**3.1.5.2.13.** Audio capability

REQUEST FOR QUOTATION  
CRFQ 0212 SWC2100000006  
SWCSBUS21 FOR SCHOOL BUSES

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**3.1.5.2.14.** All cables, hardware, and brackets necessary for installation on school bus.

**3.1.5.2.15.** 12-month minimum warranty

**NOTE:** Any component supplied by a bidder as an equivalent (where equivalent is permitted in the Minimum Requirements) must have prior approval, in writing, from the Executive Director or WVDE representative, Office of School Transportation. All requests must be presented to the Purchasing Division directly via email to [mark.a.atkins@wv.gov](mailto:mark.a.atkins@wv.gov) prior to the Question and Answer deadline. Responses shall be issued by formal addenda.

#### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Desired Items. This is a multi-award; the Contract shall be awarded to the Vendor(s) that provides the Desired Item(s) meeting the required specifications.

Bids shall be accepted from all bidders who shall then be awarded contracts if they meet the state board's "Minimum Standards for Design and Equipment of School Buses." County Boards of Education may select from those bidders who have been awarded contracts and shall pay the difference between the state aid formula amount and the actual cost of bus replacement. Any or all bids may be rejected.

**4.2 Pricing Section:** Vendor should complete the **Exhibit B** and **Exhibit C Pricing Pages** by completing the unit price of each of the commodity line items listed. Vendor should complete the Pricing Section in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Section contain a list of Desired Items. The Estimated quantity is **250 – 300 units**. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

**4.3** Vendors who wish to respond to the Request of Quotation (CRFQ) online may submit information through the State's WVOASIS Vendor Self Service (VSS). Vendors should download the **EXHIBIT B and EXHIBIT C PRICING PAGES** that are attached separately to the CRFQ and published in VSS. Vendors should complete this form with their prices information and include it as an attachment to their online responses.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC2100000006  
SWCSBUS21 FOR SCHOOL BUSES**

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If unable to respond online, Vendors must submit the **EXHIBIT B & EXHIBIT C – SBUS21 Pricing Pages** with your bid prior to the scheduled bid opening and time.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages may be requested as an electronic copy for bid purposes by sending an email request to the following address: [mark.a.atkins@wv.gov](mailto:mark.a.atkins@wv.gov)

- 4.4 Convenience Copies:** Bidders should send one convenience copy of their bid to the Purchasing Division.

**5. ORDERING AND PAYMENT:**

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

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment in advance is not permitted under this Contract.

**Vendor is not required to accept the State of West Virginia Purchasing Card as payment in the resulting contract.**

Payment by counties to the successful bidders will be made upon acceptance of completed units by county boards of education. (Acceptance means when a county has determined that ALL manufacturer responsibilities have been met.)

West Virginia Minimum Requirements for Design and Equipment of School Buses, 2014 revision may be obtained from:

WVDE, Executive Director and/or Representative  
Office of School Transportation  
WV Department of Education  
1900 Kanawha Blvd., Bldg. 6, Room 215  
Charleston, WV 25305  
Phone - (304) 558-2711  
FAX - (304) 558-8867

REQUEST FOR QUOTATION  
CRFQ 0212 SWC2100000006  
SWCSBUS21 FOR SCHOOL BUSES

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**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within 120 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4 Return of Unacceptable Items:** If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC2100000006  
SWCSBUS21 FOR SCHOOL BUSES**

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**7. MISCELLANEOUS:**

- 7.1 No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 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.

**Contract Manager:** Larry Fowler  
**Vendor's Name:** Matheny Motor Truck Co  
**Vendor's FEIN:** 55-032-0770  
**Vendor's Address:** PO Box 1304  
Parkersburg, WV 26102  
**Telephone Number:** 304-485-4118  
**Fax Number:** 304-485-489-0061  
**Email Address:** lfowler@mathenymotors.com





**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Larry W. Folwer Sales Manager

PO Box 1304 Parkersburg, WV 26102

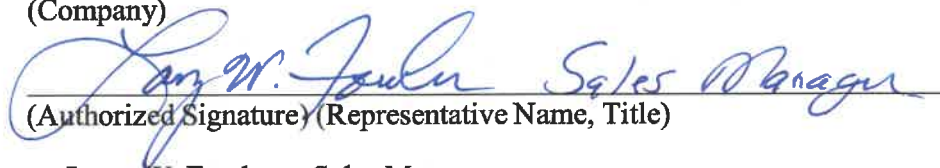
304-485-4110

lfowler@mathenymotors.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Matheny Motors

(Company)

 Sales Manager  
(Authorized Signature) (Representative Name, Title)

Larry W. Fowler Sales Manager

(Printed Name and Title of Authorized Representative)

(Date)

11/12/2020

304-485-4110 304-489-0061

(Phone Number) (Fax Number)

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Matheny Motor Truck Co. Address: P.O. Box 1304  
50 Matheny Lane  
Martinsburg, WV 26105  
Mineral Wells, WV 26150

Name of Authorized Agent: Larry Fowler Address: Same

Contract Number: CRFQ SWC21\*06 Contract Description: School Buses

Governmental agency awarding contract: WV Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Signature] Date Signed: 11/12/2020

**Notary Verification**

State of WV, County of Wood:

I, Larry W. Fowler, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 12 day of November, 2020.

[Signature]  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: Purchasing Division



June 8, 2018

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Matheny Motor Truck Co.

Authorized Signature: [Signature] Date: 11/12/2020

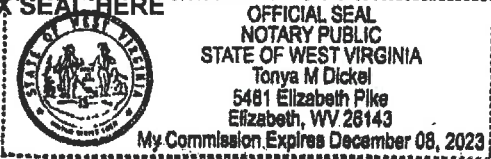
State of WV

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 12 day of November, 2020.

My Commission expires Dec 8, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]