



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: 1550601			Reason for Modification: ADDENDUM_1
Doc Description: VARIOUS SCHOOL BUSES FY2024-25 School Year			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-11-07	2024-11-21 13:30	CRFQ 0212 SWC2500000004	2

BID RECEIVING LOCATION

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

RECEIVED
2024 NOV 21 PM 1:01

WV PURCHASING
DIVISION

VENDOR

Vendor Customer Code: 000000200051
Vendor Name : MATHENY MOTOR TRUCK COMPANY
Address : PO BOX 1304
Street :
City : PARKERSBURG
State : WV **Country :** USA **Zip :** 26102
Principal Contact : LARRY FOWLER
Vendor Contact Phone: 304-485-4410 **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 11/21/2024

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

ADDITIONAL INFORMATION
<p>ADDENDUM_1</p> <p>Addendum_1 is issued for the following:</p> <p>1) To move the bid opening date from 11/19/2024 to 11/21/2024 at 1:30 pm EST.</p> <p>2) To attach the Vendor Questions and Agency Response.</p> <p>NO OTHER CHANGES</p> <p>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 5A-3-11e, per the attached documents.</p>

INVOICE TO	SHIP TO
<p>VARIOUS AGENCY LOCATIONS</p> <p>AS INDICATED BY ORDER</p> <p>No City WV US</p>	<p>STATE OF WEST VIRGINIA</p> <p>VARIOUS LOCATIONS AS INDICATED BY ORDER</p> <p>No City WV US</p>

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VARIOUS BUS UNITS	0.00000	EA	<i>See Pricing Pages</i>	

Comm Code	Manufacturer	Specification	Model #
25101500			

Extended Description:

VARIOUS BUS UNITS

PLEASE SEE EXHIBIT_A - PRICING PAGES ATTACHED

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	DELIVERY TO CHARLESTON, WV	0.00000	EA	<i>See Pricing Pages</i>	

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:
PLEASE SEE EXHIBIT_A - PRICING PAGES ATTACHED

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EST	2024-11-06

1. TRANSIT UNITS:**71 PASSENGER**

	230HP, FE	NO BID		
	230HP, RE	NO BID		
	ELECTRIC	NO BID		
	GASOLINE	NO BID		
DELIVERY TO CHARLESTON, WV - DIESEL		\$ -		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$ -		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$ -		

77 PASSENGER

	230HP, FE	NO BID		
	230HP, RE	NO BID		
	ELECTRIC	NO BID		
	GASOLINE	NO BID		
DELIVERY TO CHARLESTON, WV - DIESEL		\$ -		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$ -		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$ -		

84 PASSENGER

	245HP, FE	\$ 154,837.00		
	245HP, RE	\$ 173,745.00		
	ELECTRIC	NO BID		
	GASOLINE	NO BID		
DELIVERY TO CHARLESTON, WV - DIESEL		\$ 750.00		
DELIVERY TO CHARLESTON, WV - ELECTRIC				
DELIVERY TO CHARLESTON, WV - GASOLINE		\$ -		

89 PASSENGER

	245HP, FE	\$ 155,289.00		
	245HP, RE	\$ 174,186.00		
	ELECTRIC	NO BID		
	GASOLINE	NO BID		
DELIVERY TO CHARLESTON, WV - DIESEL		\$ 750.00		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$ -		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$ -		

2. CONVENTIONAL UNITS:**24 PASSENGER**

TYPE A	130HP	NO BID		
TYPE A	LPG Fueled	NO BID		
TYPE A	Gasoline	\$ 93,538.00		
TYPE A	Electric	\$ 282,213.00		
DELIVERY TO CHARLESTON, WV		\$ 750.00		

30 PASSENGER

TYPE A	130HP	NO BID		
TYPE A	LPG Fueled	NO BID		
TYPE A	Gasoline	\$ 94,052.00		
TYPE A	Electric	\$ 282,728.00		
DELIVERY TO CHARLESTON, WV		\$ 750.00		

35 PASSENGER

	Regular - 200HP	\$ 108,043.00		
	Regular - LPG Fueled	NO BID		
	Regular - Gasoline	\$ 117,952.00		
	Regular - Electric	NO BID		
DELIVERY TO CHARLESTON, WV		\$ 750.00		

47 PASSENGER

	Regular - 220HP	\$ 115,879.00		
	Regular - LPG Fueled	NO BID		
	Regular - 210HP	\$ 115,879.00		
	Regular - Electric	NO BID		
	Regular - Gasoline	\$ 125,945.00		
DELIVERY TO CHARLESTON, WV - F/47 Diesel		\$ 750.00		
DELIVERY TO CHARLESTON, WV - F/47 Propane		\$ -		
DELIVERY TO CHARLESTON, WV - F/47 Gasoline		\$ 750.00		
DELIVERY TO CHARLESTON, WV - F/ ELECTRIC				

2. CONVENTIONAL UNITS:**53 PASSENGER**

	Regular - 220HP	\$	119,362.00		
	Regular - LPG Fueled		NO BID		
	Regular - 210HP	\$	119,362.00		
	Regular - Electric	\$	368,001.00		
	Regular - Gasoline	\$	128,935.00		
DELIVERY TO CHARLESTON, WV - F/53 Diesel		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/53 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/53 Gasoline		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/Electric		\$	1,500.00		

59 PASSENGER

	Regular - 220HP	\$	120,099.00		
	Regular - LPG Fueled		NO BID		
	Regular - Electric		NO BID		
	Regular - Gasoline	\$	129,832.00		
DELIVERY TO CHARLESTON, WV - F/59 Diesel		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/59 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/59 Gasoline		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/ Electric		\$	-		

65 PASSENGER

	Regular - 230HP	\$	124,817.00		
	Regular - LPG Fueled		NO BID		
	Regular - Electric	\$	377,631.00		
	Regular - Gasoline	\$	133,929.00		
DELIVERY TO CHARLESTON, WV - F/65 Diesel		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/65 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/65 Gasoline		\$	750.00		
DELIVERY TO CHARLESTON, WV - F Electric		\$	1,500.00		

2. CONVENTIONAL UNITS:**71 PASSENGER**

	Regular - 230HP	\$	125,225.00		
	Regular - LPG Fueled		NO BID		
	Regular - Electric	\$	378,071.00		
	Regular - Gasoline	\$	134,895.00		
DELIVERY TO CHARLESTON, WV - F/71 Diesel		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/71 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/71 Gasoline		\$	750.00		
DELIVERY TO CHARLESTON, WV - F / Electric		\$	1,500.00		

77 PASSENGER

	Regular - 230HP	\$	132,884.00		
	Regular - LPG Fueled		NO BID		
	Regular - Electric	\$	380,951.00		
	Regular - Gasoline	\$	140,899.00		
DELIVERY TO CHARLESTON, WV - F/77 Diesel		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/77 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/77 Gasoline		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/ Electric		\$	1,500.00		

81 PASSENGER

	Regular - 240HP	\$	133,049.00		
	Regular - LPG Fueled		NO BID		
	Regular - Electric		NO BID		
	Regular - Gasoline	\$	142,000.00		
DELIVERY TO CHARLESTON, WV - F/81 Diesel		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/81 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/81 Gasoline		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/ Electric		\$	-		

83 PASSENGER

	Regular - 240HP		NO BID		
	Regular - LPG Fueled		NO BID		
	Regular - Electric		NO BID		
	Regular - Gasoline		NO BID		
DELIVERY TO CHARLESTON, WV - F/83 Diesel		\$	-		
DELIVERY TO CHARLESTON, WV - F/83 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/83 Gasoline		\$	-		
DELIVERY TO CHARLESTON, WV - F/ Electric		\$	-		

3. SPECIAL NEEDS - CONVENTIONAL UNITS:**35 PASSENGER**

	200HP	NO BID		
	LPG Fueled	NO BID		
	Electric	NO BID		
	GASOLINE	NO BID		
DELIVERY TO CHARLESTON, WV - DIESEL		\$ -		
DELIVERY TO CHARLESTON, WV - LPG		\$ -		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$ -		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$ -		

47 PASSENGER

	220HP	\$ 119,967.00		
	LPG Fueled	NO BID		
	Electric	NO BID		
	GASOLINE	\$ 128,799.00		
DELIVERY TO CHARLESTON, WV - DIESEL		\$ 750.00		
DELIVERY TO CHARLESTON, WV - LPG		\$ -		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$ -		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$ 750.00		

53 PASSENGER

	220HP	\$ 123,500.00		
	LPG Fueled	NO BID		
	Electric	\$ 373,497.00		
	GASOLINE	\$ 133,100.00		
DELIVERY TO CHARLESTON, WV - DIESEL		\$ 750.00		
DELIVERY TO CHARLESTON, WV - LPG		\$ -		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$ 1,500.00		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$ 750.00		

59 PASSENGER

	220HP	\$ 129,849.00		
	LPG Fueled	NO BID		
	Electric	NO BID		
	GASOLINE	\$ 129,656.00		
DELIVERY TO CHARLESTON, WV - DIESEL		\$ 750.00		
DELIVERY TO CHARLESTON, WV - LPG		\$ -		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$ -		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$ 750.00		

65 PASSENGER				
	230HP	\$	133,681.00	
	LPG Fueled		NO BID	
	Electric	\$	384,550.00	
	GASOLINE	\$	143,223.00	
DELIVERY TO CHARLESTON, WV - DIESEL		\$	750.00	
DELIVERY TO CHARLESTON, WV - LPG		\$	-	
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	1,500.00	
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	750.00	
71 PASSENGER				
	230HP	\$	133,238.00	
	LPG Fueled		NO BID	
	Electric	\$	384,998.00	
	GASOLINE	\$	142,795.00	
DELIVERY TO CHARLESTON, WV - DIESEL		\$	750.00	
DELIVERY TO CHARLESTON, WV - LPG		\$	-	
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	1,500.00	
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	750.00	
77 PASSENGER				
	230HP	\$	140,610.00	
	LPG Fueled		NO BID	
	Electric	\$	386,678.00	
	GASOLINE	\$	149,895.00	
DELIVERY TO CHARLESTON, WV - DIESEL		\$	750.00	
DELIVERY TO CHARLESTON, WV - LPG		\$	-	
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	1,500.00	
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	750.00	
81 PASSENGER				
	240HP	\$	140,810.00	
	LPG Fueled		NO BID	
	Electric		NO BID	
	GASOLINE	\$	149,998.00	
DELIVERY TO CHARLESTON, WV - DIESEL		\$	750.00	
DELIVERY TO CHARLESTON, WV - LPG		\$	-	
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	-	
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	750.00	

83 PASSENGER				
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	240HP	NO BID		
	LPG Fueled	NO BID		
	Electric	NO BID		
	GASOLINE	NO BID		
DELIVERY TO CHARLESTON, WV - DIESEL		\$ -		
DELIVERY TO CHARLESTON, WV - LPG		\$ -		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$ -		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$ -		

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 365 calendar days of ARO.

Vendor Name: Matheny Motor Truck Company

Address: P.O. Box 1304

Parkersburg, WV 26102

Phone: 304-485-4410

Fax: 304-489-0061

Email: lfowler@mathenymotors.com

Vendor's Representative:

Larry Fowler

(Print Name)



(Signature)

11/21/2024

(Date)

REQUEST FOR QUOTATION
CRFQ SWC2500000004
SCHOOL BUSES
(CMA SBUS25)

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 5A-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_A** and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as SBUS25.
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 2025. (This location is subject to change in the year 2026). When such dealership location is visited by WVDE Executive Director, or its representative and the designated inspector, a factory representative must be 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.

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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:

3.1.4.1.1 WEST VIRGINIA MINIMUM REQUIREMENTS FOR DESIGN AND EQUIPMENT OF SCHOOL BUSES REGULATIONS, PROCEDURES, AND SPECIFICATIONS FOR THE DESIGN AND EQUIPMENT OF SCHOOL BUSES (see Attachment_A).

3.1.4.1.2 WEST VIRGINIA MINIMUM, REQUIREMENTS FOR DESIGN AND EQUIPMENT OF ELECTRIC SCHOOL BUSES (see Attachment_B).

3.1.4.1.3 AND the Attachment_C (to amend the Attachment_A and Attachment_B).

3.1.4.2 ADDITIONAL REQUIREMENTS FOR SCHOOL YEAR 2024-2025:

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 prior to the Question Deadline. Responses shall be issued by formal addenda.

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SCHOOL BUSES
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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 multiple 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" (see **Attachment_A, Attachment_B and Attachment_C**). 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 Pricing Section by completing the unit price of each of the commodity line items listed in the pricing pages. 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_A – SBUS25 Pricing Pages** that is 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.

If unable to respond online, Vendors must submit the **EXHIBIT_A – SBUS25 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 were created as a word document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: mark.a.atkins@wv.gov

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SCHOOL BUSES
(CMA SBUS25)

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, 2020 Revision may be obtained from:

WVDE, Purchasing Section
Office of Internal Operations
WV Department of Education
1900 Kanawha Blvd., Bldg. 6, Room 700
Charleston, WV 25305
Phone - (304) 558-2686

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 365 calendar 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

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CRFQ SWC2500000004
SCHOOL BUSES
(CMA SBUS25)

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. The 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.

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.

SOLICITATION NUMBER: CRFQ SWC2500000004

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ SWC2500000004 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ [X] Modify bid opening date and time.
- ☐ [] Modify specifications of product or service being sought.
- ☒ [X] Attachment of vendor questions and agency responses.
- ☐ [] Attachment of pre-bid sign-in sheet.
- ☐ [] Correction of error.
- ☐ [] Other:

Description of Modification to Solicitation:

- 1) To move the bid opening date from 11/19/2024 to 11/21/2024 at 1:30 pm EST.
- 2) To attach the Vendor Questions and Agency Response.

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.

1Q.	Can the Bid deadline be moved to November 26 th at 1:30pm?
1A.	No, the bid opening will be extended to November 21, 2024 at 1:30pm.
2Q.	I request that the 71 -passenger transit bid request be removed from the bid tab. To the best of my knowledge there have been no orders for a transit bus this small.
2A.	The pricing pages will remain as published. If any vendor does not wish to supply a price for this bus, then you may write "No Bid" on the pricing page. It will remain in case a vendor would want to bid a 71-passenger transit and a county would desire to order this size.
3Q.	I would also request the Gasoline option be removed from the Transit bids since no manufacturer offers it.
3A.	Vendors are not required to submit bids for Gasoline option for the Transit bids by writing "No Bid" for this option on the pricing page.
4Q.	In attachment C it calls for two storage compartments. Does 2.25a.3 and 2.25.a.4 still apply in Attachment A? Wheelbase and other options like A/C sometimes limit storage compartment offerings.
4A.	Yes, 2.25.a.3 & 2.25.a.4. still applies to these vehicles.
5Q.	Pertaining to State Spec Attachment C proposed amendment 2.25a. about two storage compartments being required for tire chains and other equipment, will there still be exceptions for when the bus has air conditioning and or larger luggage compartments that only one will be required as the current state specs allow?
5A.	Yes, 2.25.a.3 & 2.25.a.4. from Attachment A still applies to these vehicles.
6Q.	Pertaining to proposed amendment 2.27b.5 on minimum require video equipment, will this need to be applied to the state bid prices and required to be installed by the seller prior to delivery of the bus? We still have some counties who install their own systems after the bus is delivered to them and they wish to keep it that way.
6A.	No, it does not need to be applied to the state bid prices and does not need to be installed by the seller prior to delivery. Counties who chose to install their own camera systems are responsible for meeting 2.27.b.5 requirements.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SWC2500000004

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 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 COMPANY

Company



Authorized Signature

11/21/2024

Date

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

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: _____

Printed Name: Mark Atkins

Title: Buyer Supervisor

Date: _____

Vendor Name:

By:  _____

Printed Name: Larry Fowler

Title: Sales Manager

Date: 11/21/24

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules

Title 148. Department of Administration

Legislative Rule (Ser. 1)

Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

[Currentness](#)

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in [W. Va. Code § 5A-3-33d](#).

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in [W. Va. Code § 5A-3-33d](#) or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with [W. Va. Code § 5A-3-33e](#) and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to [W. Va. Code § 5A-3-33e\(e\)](#), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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Government Works.

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☒ [X] – Not Applicable Because Contract Not for Construction

☐ [] – Federal Prevailing Wage Determination on Next Page

REQUEST FOR QUOTATION
CRFQ SWC2500000004
SCHOOL BUSES
(CMA SBUS25)

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 Company
Vendor's FEIN: 55-032-0770
Vendor's Address: PO Box 1304

Telephone Number: 304-485-4418
Fax Number: 304-489-0061
Email Address: lfowler@mathenymotors.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2024

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).

PRODUCER United Security Agency, Inc. 139 W. Main Street Bridgeport WV 26330	CONTACT NAME: Carla Dobbins PHONE (A/C No. Ext): 304-848-2642 E-MAIL ADDRESS: cdobbins@unitedsecurityagency.com FAX (A/C No.): 304-842-7321
INSURED Matheny Motor Truck Company PO Box 1304 Parkersburg WV 26102-1304	INSURER(S) AFFORDING COVERAGE INSURER A : ERIE INSURANCE GROUP INSURER B : Erie Insurance Exchange INSURER C : TRAVELERS INSURER D : Erie Ins Co Of NY INSURER E : Employers INSURER F :
MATHMOT-01	NAIC # 26830 26271 25674 16233 10346

COVERAGES**CERTIFICATE NUMBER:** 1594434122**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Q61-0427203	7/1/2024	7/1/2025	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 \$
A B B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Garage Liab. <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Q07-5180942 - WV Q07-0181496 Q07-0181495 - MD	7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		Q31-5170364 2553238A	7/1/2024 7/1/2024	7/1/2025 7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D E	<input checked="" type="checkbox"/> 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"/> Y N/A	Q91-5102550 EIG2887877 04 FL & KS	7/1/2024 7/1/2024	7/1/2025 7/1/2025	<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
A B A	Dealers Physical Damage Garage Keepers Legal Liability Blanket Buildings & BPP		Q07-5180942 Q07-0181496 Q61-0427203	7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	Dealers Physical Dama Included Buildings & BPP See below 51,297,900

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured's include: Matheny Motor Truck Co., The Matheny Family Limited Partnership, Matheny Ford, LLC, Matheny Insurance Services, LLC, Matheny B-P-G AD Group, LLC, MMT Management Company, Allied Freightliner, LLC, Allied Truck Leasing, LLC, Matheny Fire and Emergency LLC, Hino Trucks of Williamstown, LLC, Allied Holdings, LLC, Matheny Motors, Inc., Matheny Towing & Equipment LLC, Allied Partners, LLC, Allied Limited, LLC, BlennHaven, LLC, Allied Capital LLC, GreenPower of WV, LLC, Premier GAP, LLC

State of West Virginia is listed as Additional Insured pertaining to the General and Automobile Liability policies. 30 day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia
1900 Kanawha Blvd E
Bldg 5
Charleston WV 25305

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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State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. ☒ **Application is made for 2.5% vendor preference for the reason checked:**

☒ Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,

☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,

☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. ☒ **Application is made for 2.5% vendor preference for the reason checked:**

☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. ☐ **Application is made for 2.5% vendor preference for the reason checked:**

☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. ☒ **Application is made for 5% vendor preference for the reason checked:**

☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. ☐ **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. ☐ **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. ☐ **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

8. ☐ **Application is made for reciprocal preference.**

☐ Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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

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

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Matheny Motor Truck Co.

Signed: [Signature]

Date: 11/21/2024

Title: 11/21/2024

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.