



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

State of West Virginia
 Request for Quotation
 36 - Vehicles

Proc Folder: 258514

Doc Description: Addendum 1 - VARIOUS SCHOOL BUSES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-21	2016-11-03 13:30:00	CRFQ 0402 EDD1700000001	2

BID RECEIVING LOCATION

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

VENDOR

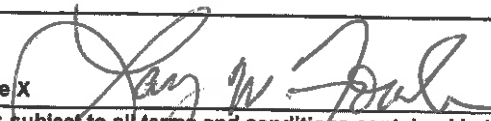
Vendor Name, Address and Telephone Number:

Matheny Motor Truck Co.
 50 Matheny Lane
 Mineral Wells, WV 26150
 304-485-4418 ext.2544

11/03/16 12:12:50
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Charles D Barnette
 (304) 558-2566
 charles.d.barnette@wv.gov

Signature X  FEIN # 55-032-0770 DATE 11-03-16

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ EDD17*01

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 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

11-03-16

Date

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

Revised 6/8/2012

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 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.

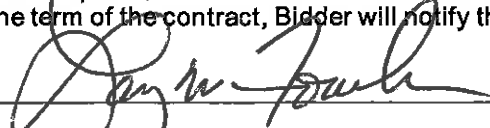
Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder 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: _____



Date: 11-03-16

Title: Sales Manager

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

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Matheny Motor Truck Co

Authorized Signature: [Signature] Date: 11-03-16

State of West Virginia

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 3 day of Nov, 2016.

My Commission expires Dec 8, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 08/01/2015)

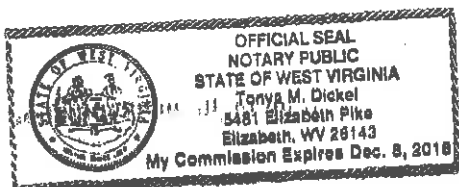


EXHIBIT B

SBUS17 Pricing Pages

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 days. This does include "letters of intent".

Buses will be delivered within 120 days ARO.

Vendor Name: Matheny Motor Truck Co.

Address: 50 Matheny Lane

Mineral Wells, WV 25150

Phone: 304-485-4418

Toll Free Phone Number: 800-284-4418

Fax: 304-489-0061

Email: lfowler@mathenymotors.com

Vendor's Representative:

Larry Fowler

(Print Name)


(Signature)

11-03-16

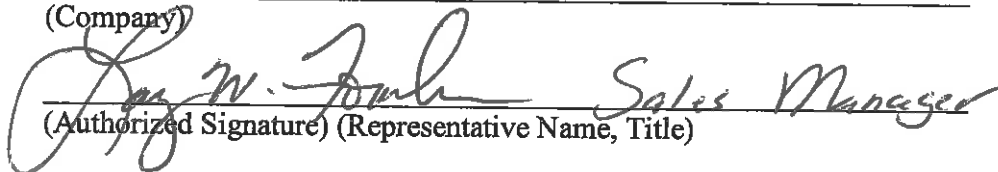
(Date)

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 Fowler Sales Manager
(Name, Title)
Larry Fowler Sales Manager
(Printed Name and Title)
50 Matheny Lane Mineral Wells, WV 26150
(Address)
304-485-4418 Fax 304-489-0061
(Phone Number) / (Fax Number)
lfowler@mathenymotors.com
(email address)

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 Motor Truck Co.
(Company)


(Authorized Signature) (Representative Name, Title)

Larry Fowler Sales Manager
(Printed Name and Title of Authorized Representative)

11-03-16
(Date)

304-485-4418 Fax 304-489-0061
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ EDD1700000001 - SWCSBUS17 FOR SCHOOL BUSES

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.

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 Address: 50 Matheny Lane
Mineral Wells, WV 26150
Telephone Number: 304-485-4418
Fax Number: 304-489- 0061
Email Address: lfowler@mathenymotors.com

EXHIBIT B

SBUS17 Pricing Pages

1. TRANSIT UNITS

71 Passenger:

230HP, FE	\$ 89,688
230HP, RE	\$ 97,116
Delivery to Charleston, WV	\$ 650

77 Passenger:

230HP, FE	\$ 93,678
230HP, RE	\$ 100,319
Delivery to Charleston, WV	\$ 650

84 Passenger:

245HP, FE	\$ 94,978
245HP, RE	\$ 103,280
Delivery to Charleston	\$ 650

89 Passenger:

245HP, FE	\$ 95,249
245HP, RE	\$ 105,302
Delivery to Charleston, WV	\$ 650

EXHIBIT B

SBUS17 Pricing Pages

2. CONVENTIONAL UNITS

24 Passenger:

Type A – 130HP	\$ NB
Type A – LPG fueled	\$ NB
Type A – Gasoline	\$ 51,877
Type B – 130HP	\$ NB
Delivery to Charleston, WV	\$ 650

30 Passenger:

Type A – 130HP	\$ NB
Type A – LPG fueled	\$ NB
Type A – Gasoline	\$ 52,679
Type B – 130HP	\$ NB
Delivery to Charleston, WV	\$ 650

35 Passenger:

Regular - 200HP	\$ 76,874
Regular – LPG fueled	\$ NB
Delivery to Charleston, WV	\$ 650

47 Passenger:

Regular - 200HP	\$ 77,523
Regular – LPG fueled	\$ 87,051
Regular - 210HP	\$ 77,889
Delivery to Charleston, WV – F/47 Passenger, Conv. Unit Diesel	\$ 650
Delivery to Charleston, WV – F/47 Passenger, Conv. Unit Propane	\$ 650

53 Passenger:

Regular - 200HP	\$ 79,329
Regular – LPG fueled	\$ 87,591
Regular - 210HP	\$ 79,691
Delivery to Charleston, WV – F/53 Passenger, Conv. Unit Diesel	\$ 650
Delivery to Charleston, WV – F/53 Passenger, Conv. Unit Propane	\$ 650

EXHIBIT B

SBUS17 Pricing Pages

59 Passenger:

Regular - 220HP	\$ 79,625
Regular – LPG fueled	\$ 88,454
Delivery to Charleston, WV – F/59 Passenger, Conv. Unit Diesel	\$ 650
Delivery to Charleston, WV – F/59 Passenger, Conv. Unit Propane	\$ 650

65 Passenger:

Regular - 230HP	\$ 80,711
Regular – LPG fueled	\$ 89,401
Delivery to Charleston, WV – F/65 Passenger, Conv. Unit Diesel	\$ 650
Delivery to Charleston, WV – F/65 Passenger, Conv. Unit Propane	\$ 650

71 Passenger:

Regular - 2300HP	\$ 81,386
Regular – LPG fueled	\$ 89,743
Delivery to Charleston, WV – F/71 Passenger, Conv. Unit Diesel	\$ 650
Delivery to Charleston, WV – F/71 Passenger, Conv. Unit Propane	\$ 650

77 Passenger:

Regular - 230HP	\$ 84,667
Regular – LPG fueled	\$ 90,739
Delivery to Charleston, WV – F/77 Passenger, Conv. Unit Diesel	\$ 650
Delivery to Charleston, WV – F/77 Passenger, Conv. Unit Propane	\$ 650

EXHIBIT B

SBUS17 Pricing Pages

3. SPECIAL NEEDS - CONVENTIONAL

35 Passenger:

200HP	\$ 80,902
LPG fueled	\$ NB
Delivery to Charleston, WV – F/35 Passenger, Conv. Unit	\$ 650

47 Passenger:

220HP	\$ 81,514
LPG fueled	\$ 90,912
Delivery to Charleston, WV – F/47 Passenger, Conv. Unit	\$ 650

53 Passenger:

220 HP	\$ 81,741
LPG fueled	\$ 90,082
Delivery to Charleston, WV – F/53 Passenger, Conv. Unit	\$ 650

59 Passenger:

220 HP	\$ 83,042
LPG fueled	\$ 91,173
Delivery to Charleston, WV – F/59 Passenger, Conv. Unit	\$ 650

65 Passenger:

230 HP	\$ 85,955
LPG fueled	\$ 92,673
Delivery to Charleston, WV – F/65 Passenger, Conv. Unit	\$ 650

71 Passenger:

230 HP	\$ 85,609
LPG fueled	\$ 94,034
Delivery to Charleston, WV – F/71 Passenger, Conv. Unit	\$ 650

77 Passenger:

230 HP	\$ 89,608
LPG fueled	\$ 95,914
Delivery to Charleston, WV – F/77 Passenger, Conv. Unit	\$ 650