



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: 510513

Doc Description: SWCSBUS19: VARIOUS SCHOOL BUSES FY2019

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2018-10-29	2018-11-15 13:30:00	CRFQ 0402 EDD1900000003	1

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

RECEIVED

2018 NOV 27 PM 12: 27

WV PURCHASING
 DIVISION

VENDOR

Vendor Name, Address and Telephone Number: Matheny Motor Truck Co.
 50 Matheny Lane
 Mineral Wells, WV 26150
 304 485-4418 (fax) 304-489-0061

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 55-032-0770

DATE 11/27/ 18

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



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 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
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 36 – Vehicles

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Doc Description: ADDENDUM_1: SWCSBUS19: VARIOUS SCHOOL BUSES FY2019

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-14	2018-11-27 13:30:00	CRFQ 0402 EDD1900000003	2

BID CLERK
 DEPARTMENT OF ADMINISTRATION
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 2019 WASHINGTON ST E
 CHARLESTON WV 25305
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Vendor Name, Address and Telephone Number: Matheny Motor Truck Co.
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FEIN # 55-032-0770

DATE 11/27/18

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

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. 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)

Larry W. Fowler
(Authorized Signature) (Representative Name, Title)

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

11/27/18
(Date)

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

REQUEST FOR QUOTATION
CRFQ EDD1900000003
SWCSBUS19 FOR SCHOOL BUSES

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 Name: Matheny Motor Truck Co.
Vendor's FEIN: 55-032-0770
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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ_EDD19*03

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
11/27/18

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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 Company

Authorized Signature: [Signature] Date: 11/27/18

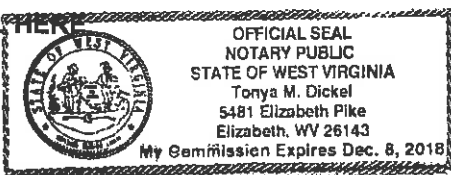
State of West Virginia

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 27 day of November, 2018.

My Commission expires Dec 8, 2018.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 01/19/2018)

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: 50 Matheny Lane
Mineral Wells, WV 26150

Name of Authorized Agent: Larry Fowler Address: Same

Contract Number: CRFQ 0212 EDD1900000003 Contract Description: SWCSBUS19

Governmental agency awarding contract: WVDE


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.

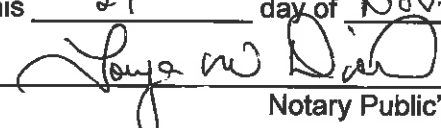
- 3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**
 Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: 11/27/18

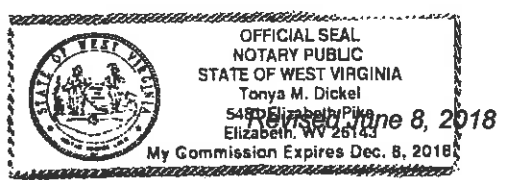
Notary Verification

State of West Virginia, County of Wood

I, _____, 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 27 day of November, 2018.

Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



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; website: www.ethics.wv.gov.

CRFQ 0212 EDD1900000003
SWCSBUS19

1. TRANSIT UNITS:

71 Passenger:

230HP, FE	<u>\$91,495</u>
230HP, RE	<u>\$99,466</u>
Delivery to Charleston, WV	<u>\$650</u>

77 Passenger:

230HP, FE	<u>\$95,436</u>
230HP, RE	<u>\$102,724</u>
Delivery to Charleston, WV	<u>\$650</u>

84 Passenger:

245HP, FE	<u>\$96,810</u>
245HP, RE	<u>\$104,791</u>
Delivery to Charleston	<u>\$650</u>

89 Passenger:

245HP, FE	<u>\$96,462</u>
245HP, RE	<u>\$105,289</u>
Delivery to Charleston, WV	<u>\$650</u>

CRFQ 0212 EDD1900000003
SWCSBUS19

2. CONVENTIONAL UNITS:

24 Passenger:

Type A – 130HP	<u>\$No Bid</u>
Type A – LPG fueled	<u>\$No Bid</u>
Type A – Gasoline	<u>\$52,021</u>
Type B – 130HP	<u>\$No Bid</u>
Delivery to Charleston, WV	<u>\$650</u>

30 Passenger:

Type A – 130HP	<u>\$No Bid</u>
Type A – LPG fueled	<u>\$No Bid</u>
Type A – Gasoline	<u>\$52,259</u>
Type B – 130HP	<u>\$No Bid</u>
Delivery to Charleston, WV	<u>\$650</u>

35 Passenger:

Regular - 200HP	<u>\$80,071</u>
Regular – LPG fueled	<u>\$No Bid</u>
Delivery to Charleston, WV	<u>\$650</u>

47 Passenger:

Regular - 200HP	<u>\$80,619</u>
Regular – LPG fueled	<u>\$89,276</u>
Regular - 210HP	<u>\$80,927</u>
Delivery to Charleston, WV – F/47 Passenger, Conv. Unit Diesel	<u>\$650</u>
Delivery to Charleston, WV – F/47 Passenger, Conv. Unit Propane	<u>\$650</u>

53 Passenger:

Regular - 200HP	<u>\$81,096</u>
Regular – LPG fueled	<u>\$89,806</u>
Regular - 210HP	<u>\$81,611</u>
Delivery to Charleston, WV – F/53 Passenger, Conv. Unit Diesel	<u>\$650</u>
Delivery to Charleston, WV – F/53 Passenger, Conv. Unit Propane	<u>\$650</u>

CRFQ 0212 EDD1900000003
SWCSBUS19

2. CONVENTIONAL UNITS continued:

59 Passenger:

Regular - 220HP	<u>\$82,833</u>
Regular – LPG fueled	<u>\$90,886</u>
Delivery to Charleston, WV – F/59 Passenger, Conv. Unit Diesel	<u>\$650</u>
Delivery to Charleston, WV – F/59 Passenger, Conv. Unit Propane	<u>\$650</u>

65 Passenger:

Regular - 230HP	<u>\$82,301</u>
Regular – LPG fueled	<u>\$91,883</u>
Delivery to Charleston, WV – F/65 Passenger, Conv. Unit Diesel	<u>\$650</u>
Delivery to Charleston, WV – F/65 Passenger, Conv. Unit Propane	<u>\$650</u>

71 Passenger:

Regular - 230HP	<u>\$82,101</u>
Regular – LPG fueled	<u>\$92,133</u>
Delivery to Charleston, WV – F/71 Passenger, Conv. Unit Diesel	<u>\$650</u>
Delivery to Charleston, WV – F/71 Passenger, Conv. Unit Propane	<u>\$650</u>

77 Passenger:

Regular - 230HP	<u>\$86,321</u>
Regular – LPG fueled	<u>\$93,821</u>
Delivery to Charleston, WV – F/77 Passenger, Conv. Unit Diesel	<u>\$650</u>
Delivery to Charleston, WV – F/77 Passenger, Conv. Unit Propane	<u>\$650</u>

CRFQ 0212 EDD1900000003
SWCSBUS19

3. SPECIAL NEEDS – CONVENTIONAL:

35 Passenger:

200HP	<u>\$83,492</u>
LPG fueled	<u>\$No Bid</u>
Delivery to Charleston, WV – F/35 Passenger, Conv. Unit	<u>\$650</u>

47 Passenger:

220HP	<u>\$82,885</u>
LPG fueled	<u>\$93,453</u>
Delivery to Charleston, WV – F/47 Passenger, Conv. Unit	<u>\$650</u>

53 Passenger:

220 HP	<u>\$83,543</u>
LPG fueled	<u>\$93,055</u>
Delivery to Charleston, WV – F/53 Passenger, Conv. Unit	<u>\$650</u>

59 Passenger:

220 HP	<u>\$85,093</u>
LPG fueled	<u>\$94,586</u>
Delivery to Charleston, WV – F/59 Passenger, Conv. Unit	<u>\$650</u>

65 Passenger:

230 HP	<u>\$87,520</u>
LPG fueled	<u>\$95,957</u>
Delivery to Charleston, WV – F/65 Passenger, Conv. Unit	<u>\$650</u>

71 Passenger:

230 HP	<u>\$88,477</u>
LPG fueled	<u>\$96,330</u>
Delivery to Charleston, WV – F/71 Passenger, Conv. Unit	<u>\$650</u>

77 Passenger:

230 HP	<u>\$91,434</u>
LPG fueled	<u>\$98,260</u>
Delivery to Charleston, WV – F/77 Passenger, Conv. Unit	<u>\$650</u>

CRFQ 0212 EDD1900000003
SWCSBUS19

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 26150

Phone: 304-485-4418 ext. 2544

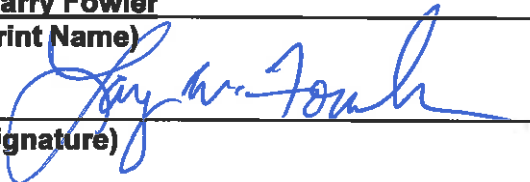
Toll Free Phone Number: 800-284-4418

Fax: 304-489-0061

Email: lfowler@mathenymotors.com

Vendor's Representative:

Larry Fowler
(Print Name)


(Signature)

11/27/18
(Date)