



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: 644716

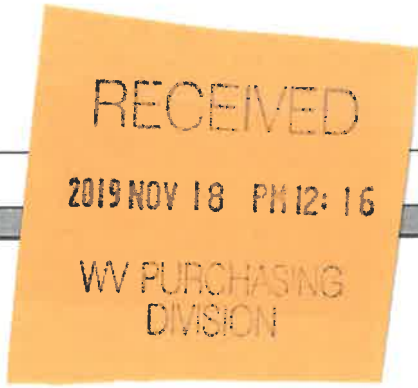
Doc Description: ADDENDUM_1: SBUS20 - VARIOUS SCHOOL BUSES -FY2020

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-31	2019-11-18 13:30:00	CRFQ 0212 SWC2000000003	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 Truck Group
 50 Matheny Lane
 Mineral Wells, WV 26150
 304 485-4410 ext.2544

FOR INFORMATION CONTACT THE BUYER

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

Signature:

FEIN # 55-032-0770

DATE 11/18/19

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

ADDITIONAL INFORMATION:

ADDENDUM_1: Is issued for the following:

1. To move the bid opening date from 11/13/2019 to 11/18/2019 at 1:30pm EST.
2. To publish the Agency's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

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 per attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

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

Comm Code	Manufacturer	Specification	Model #
25101500			

Extended Description :

VARIOUS BUS UNITS

PLEASE SEE EXHIBIT B - PRICING PAGES ATTACHED:

Vendor shall enter pricing into the Exhibit_B Pricing Pages and must attach with bid.
See section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

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

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description :

DELIVERY TO CHARLESTON, WV FOR EACH BUS UNITS

PLEASE SEE EXHIBIT B - PRICING PAGES ATTACHED

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00am EDT:	2019-10-29

SOLICITATION NUMBER: CRFQ 0212 SWC2000000003

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2000000003 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To move the bid opening date from 11/13/2019 to 11/18/2019 at 1:30pm EST.
2. To publish the Agency's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

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.

Technical Questions & Responses

Q1.	Specification 3.1.4.2.2. Storage Compartment, we request that two (2) required storage compartments can be located on the same side of the bus in addition to one on each side. We have consistently requested this every year and it has always been accepted.
R1.	The two (2) required storage compartments can be located on the same side or either side of the bus, as long as the number of compartments and minimum requirements are met.
Q2.	Specification 3.1.4.2.5. Type A - Chain Box. Would it be correct to assume that "storage compartment" described in 3.1.4.2.2 and "chain box" are one in the same?
R2.	Yes
Q3.	Specification 3.1.4.2.10. Service Door. The service door emergency release on our Type "A" buses is located above the entrance door and can't be relocated. We are asking for an exception to this new requirement for Type "A".
R3.	The service door emergency release on Type "A" buses can be located below the windshield or above the entrance door.
Q4.	Specification West Virginia Minimum Requirements, page 13, Tow Hooks. We are asking that Type "A" buses are exempt from being required to have FRONT tow hooks. Both Ford and General Motors do not offer this item as an OEM buildable production option or as an accessory on the cut-away van chassis which we use to have our body's mounted on. Adding this as an after-market would void any warranty to OEM frame. National Standards (NCST) gives an exemption for this item.
R4.	Type "A" buses are exempt from having front tow hooks, only if it will void OEM warranty on bus frame.
Q5.	We would ask that the bid deadline be extended one week due to the NAPT conference this weekend.
R5.	Bid date has been moved to Monday, November 18, 2019 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2000000003

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 Truck Group
Company

[Signature] *LWF*
Authorized Signature

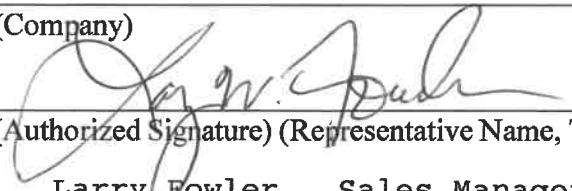
11/18/19
Date

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

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)
11/18/2019
(Date)
304 485-4418 Fax 304 489-0061
(Phone Number) (Fax Number)

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Matheny Truck Corp Address: 50 Matheny Lane
Mineral Wells, WV 26150

Name of Authorized Agent: Larry W. Fowler Address: Same as above

Contract Number: CRFQ 0212 SWC20*03 Contract Description: School Buses

Governmental agency awarding contract: WV Purchasing Division

Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: [Signature] Date Signed: 11/18/19

Notary Verification

State of WV, County of WOOD:

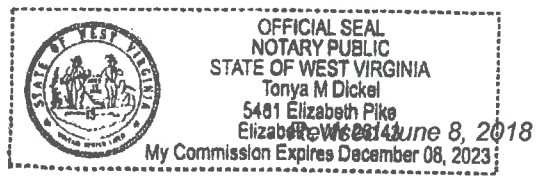
I, Larry W. Fowler, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 18 day of November, 2019.

[Signature]
Notary Public's Signature

To be completed by State Agency:

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



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 Truck Group

Authorized Signature:  Date: 11/18/2019

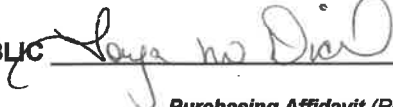
State of WV

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 18 day of Nov, 2019

My Commission expires Dec 8, 2023.



NOTARY PUBLIC 
Purchasing Affidavit (Revised 01/19/2018)

REQUEST FOR QUOTATION
CRFQ 0212 SWC2000000003
SWCSBUS20 FOR SCHOOL BUSES

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 Truck Group
Vendor's FEIN: 55-032-0770
Vendor's Address: 50 Matheny Lane
Mineral Wells, WV 26150
Telephone Number: 304-485-4410
Fax Number: 304 489-0061
Email Address: lfowler@mathenymotors.com

CRFQ 0212 SWC2000000003
SWCSBUS20

1. TRANSIT UNITS (Diesel Engines):

71 Passenger:

230HP, FE	<u>\$92,680</u>
230HP, RE	<u>\$100,798</u>
Delivery to Charleston, WV	<u>\$650</u>

77 Passenger:

230HP, FE	<u>\$96,624</u>
230HP, RE	<u>\$103,619</u>
Delivery to Charleston, WV	<u>\$650</u>

84 Passenger:

245HP, FE	<u>\$97,500</u>
245HP, RE	<u>\$105,732</u>
Delivery to Charleston	<u>\$650</u>

89 Passenger:

245HP, FE	<u>\$97,223</u>
245HP, RE	<u>\$106,274</u>
Delivery to Charleston, WV	<u>\$650</u>

CRFQ 0212 SWC2000000003
SWCSBUS20

2. CONVENTIONAL UNITS:

24 Passenger:

Type A – 130HP / Diesel	<u>\$no bid</u>
Type A – LPG fueled	<u>\$no bid</u>
Type A – Gasoline	<u>\$51,231</u>
Type B – 130HP	<u>\$no bid</u>
Delivery to Charleston, WV	<u>\$650</u>

30 Passenger:

Type A – 130HP / Diesel	<u>\$no bid</u>
Type A – LPG fueled	<u>\$no bid</u>
Type A – Gasoline	<u>\$53,445</u>
Type B – 130HP	<u>\$no bid</u>
Delivery to Charleston, WV	<u>\$650</u>

35 Passenger:

Regular - 200HP / Diesel	<u>\$80,795</u>
Regular – LPG fueled	<u>\$no bid</u>
Regular – Gasoline	<u>\$no bid</u>
Delivery to Charleston, WV	<u>\$650</u>

47 Passenger:

Regular - 200HP / Diesel	<u>\$81,354</u>
Regular – LPG fueled	<u>\$90,101</u>
Regular – Gasoline	<u>\$no bid</u>
Regular - 210HP / Diesel	<u>\$81,688</u>
Regular – Gasoline	<u>\$no bid</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>
Delivery to Charleston, WV – F/47 Passenger, Conv. Unit Gasoline	\$ <i>No Bid</i>

53 Passenger:

Regular - 200HP / Diesel	<u>\$81,732</u>
Regular – LPG fueled	<u>\$90,551</u>
Regular – Gasoline	<u>\$no bid</u>
Regular - 210HP / Diesel	<u>\$82,279</u>
Regular - Gasoline	<u>\$no bid</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>
Delivery to Charleston, WV – F/53 Passenger, Conv. Unit Gasoline	<u>\$ <i>No Bid</i></u>

**CRFQ 0212 SWC2000000003
SWCSBUS20**

2. CONVENTIONAL UNITS continued:

59 Passenger:

Regular - 220HP / Diesel	<u>\$83,501</u>
Regular – LPG fueled	<u>\$91,647</u>
Regular – Gasoline	<u>\$no bid</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>
Delivery to Charleston, WV – F/59 Passenger, Conv. Unit Gasoline	<u>\$ No Bid</u>

65 Passenger:

Regular - 230HP / Diesel	<u>\$82,960</u>
Regular – LPG fueled	<u>\$92,674</u>
Regular – Gasoline	<u>\$no bid</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>
Delivery to Charleston, WV – F/65 Passenger, Conv. Unit Gasoline	<u>\$ No Bid</u>

71 Passenger:

Regular - 230HP / Diesel	<u>\$83,279</u>
Regular – LPG fueled	<u>\$92,995</u>
Regular – Gasoline	<u>\$no bid</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>
Delivery to Charleston, WV – F/71 Passenger, Conv. Unit Gasoline	<u>\$ No Bid</u>

77 Passenger:

Regular - 230HP / Diesel	<u>\$87,348</u>
Regular – LPG fueled	<u>\$94,591</u>
Regular – Gasoline	<u>\$no bid</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>
Delivery to Charleston, WV – F/77 Passenger, Conv. Unit Gasoline	<u>\$ No Bid</u>

**CRFQ 0212 SWC2000000003
SWCSBUS20**

3. SPECIAL NEEDS – CONVENTIONAL:

35 Passenger:

200HP / Diesel	\$84,282
LPG fueled	\$no bid
Gasoline	\$no bid
Delivery to Charleston, WV – F/35 Passenger, Conv. Unit	\$650

47 Passenger:

220HP / Diesel	\$83,607
LPG fueled	\$94,193
Gasoline	\$no bid
Delivery to Charleston, WV – F/47 Passenger, Conv. Unit	\$650

53 Passenger:

220 HP / Diesel	\$84,291
LPG fueled	\$93,798
Gasoline	\$no bid
Delivery to Charleston, WV – F/53 Passenger, Conv. Unit	\$650

59 Passenger:

220 HP / Diesel	\$85,839
LPG fueled	\$95,626
Gasoline	\$no bid
Delivery to Charleston, WV – F/59 Passenger, Conv. Unit	\$650

65 Passenger:

230 HP / Diesel	\$88,210
LPG fueled	\$96,723
Gasoline	\$no bid
Delivery to Charleston, WV – F/65 Passenger, Conv. Unit	\$650

71 Passenger:

230 HP / Diesel	\$89,142
LPG fueled	\$97,142
Gasoline	\$no bid
Delivery to Charleston, WV – F/71 Passenger, Conv. Unit	\$650

CRFQ 0212 SWC2000000003
SWCSBUS20

3. SPECIAL NEEDS – CONVENTIONAL (continued):

77 Passenger:

230 HP / Diesel	<u>\$92,092</u>
LPG fueled	<u>\$99,028</u>
Gasoline	<u>\$no bid</u>
Delivery to Charleston, WV – F/77 Passenger, Conv. Unit	<u>\$650</u>

CRFQ 0212 SWC2000000003
SWCSBUS20

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 Truck Group

Address: 50 Matheny Lane
Mineral Well, WV 26150

Phone: 304-485-4418

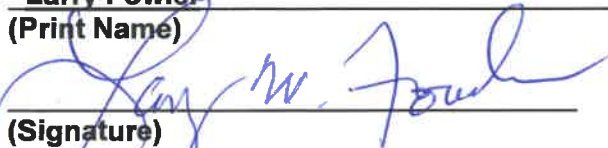
Toll Free Phone Number: 800-284-4418

Fax: 304-489-0061

Email: lfowler@mathenymotors.com

Vendor's Representative:

Larry Fowler
(Print Name)


(Signature)

11/18/19
(Date)