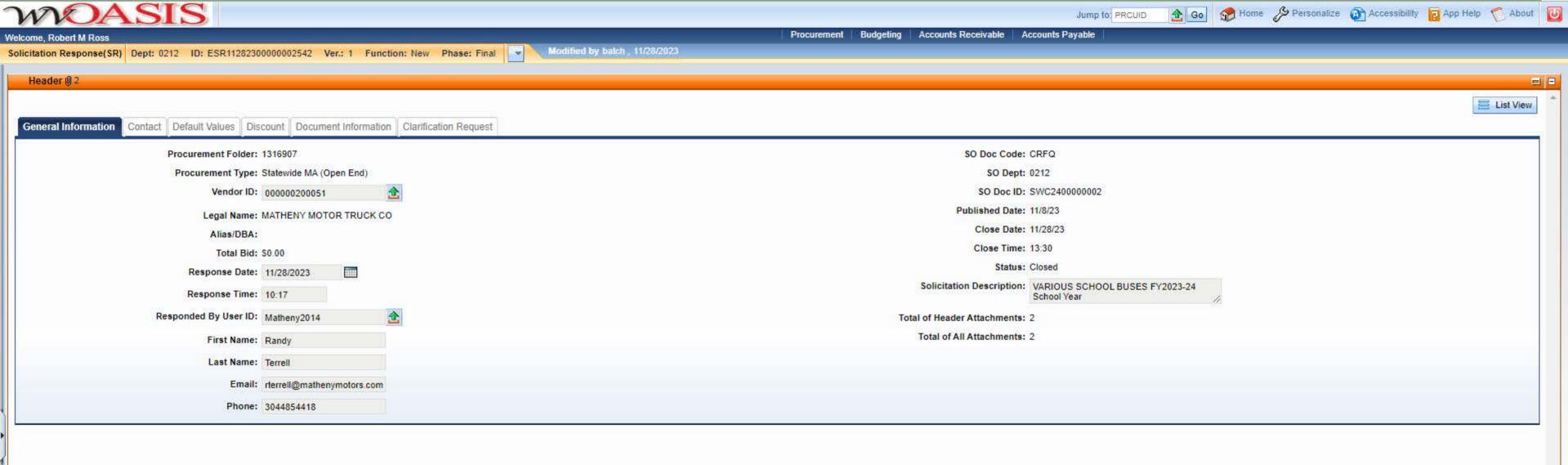


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





# State of West Virginia Solicitation Response

Proc Folder: 1316907

Solicitation Description: VARIOUS SCHOOL BUSES FY2023-24 School Year

**Proc Type:** Statewide MA (Open End)

 Solicitation Closes
 Solicitation Response
 Version

 2023-11-28 13:30
 SR 0212 ESR11282300000002542
 1

**VENDOR** 

000000200051

MATHENY MOTOR TRUCK CO

Solicitation Number: CRFQ 0212 SWC2400000002

Total Bid: 0 Response Date: 2023-11-28 Response Time: 10:17:42

Comments: None

#### FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X

FEIN# DATE

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

 Date Printed:
 Nov 28, 2023
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	VARIOUS BUS UNITS	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
25101500				

#### **Commodity Line Comments:**

#### **Extended Description:**

**VARIOUS BUS UNITS:** 

Note: Vendor shall complete the Exhibit\_A Pricing Pages (REVISED 11/07/2023) for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit\_A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	DELIVERY TO CHARLESTON, WV	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
78121603				

#### **Commodity Line Comments:**

#### **Extended Description:**

**DELIVERY**:

Note: Vendor shall complete the Exhibit\_A Pricing Pages (REVISED 11/07/2023) for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit\_A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

Date Printed: Nov 28, 2023 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



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:

1316907

Reason for Modification:

Doc Description: VARIOUS SCHOOL BUSES FY2023-24 School Year

ADDENDUM 1

Proc Type:

Statewide MA (Open End)

Solicitation No Version Date Issued Solicitation Closes 2 2023-11-28 13:30 CRFQ 0212 SWC2400000002 2023-11-08

#### BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

#### VENDOR

Vendor Customer Code: 000000200051

Vendor Name: Matheny Motor Truck Co.

Address: P.O. Box 1304

Street:

City: Parkersburg

Zip: 26102 Country: US State: WV

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# 55-0320770

DATE 11/28/2023

all terms and conditions contained in this solicitation

FORM ID: WV-PRC-CRFQ-002 2020/05

#### 1. TRANSIT UNITS: 71 PASSENGER 230HP, FE \$ 134,552.00 230HP, RE 143,894.00 **ELECTRIC NO BID GASOLINE NO BID DELIVERY TO CHARLESTON, WV - DIESEL** \$ 650.00 **DELIVERY TO CHARLESTON, WV - ELECTRIC DELIVERY TO CHARLESTON, WV - GASOLINE 77 PASSENGER** 230HP, FE \$ 141,134.00 \$ 230HP, RE 150,927.00 **ELECTRIC NO BID NO BID GASOLINE DELIVERY TO CHARLESTON, WV - DIESEL** \$ 650.00 Ś **DELIVERY TO CHARLESTON, WV - ELECTRIC DELIVERY TO CHARLESTON, WV - GASOLINE** \$ **84 PASSENGER** 245HP, FE \$ 144,607.00 245HP, RE \$ 156,457.00 \$ **ELECTRIC** \$ **GASOLINE** \$ **DELIVERY TO CHARLESTON, WV - DIESEL** 650.00 \$ **DELIVERY TO CHARLESTON, WV - ELECTRIC DELIVERY TO CHARLESTON, WV - GASOLINE** \$ **89 PASSENGER** 245HP, FE \$ 144,836.00 245HP, RE \$ 157,184.00 \$ **ELECTRIC GASOLINE** \$ **DELIVERY TO CHARLESTON, WV - DIESEL** \$ 650.00 **DELIVERY TO CHARLESTON, WV - ELECTRIC** \$ **DELIVERY TO CHARLESTON, WV - GASOLINE** \$

2. CONVENTION	AL UNITS:			
	24 PASSE	NGER		
TYPE A	130HP		NO BID	
TYPE A	LPG Fueled		NO BID	
TYPE A	Gasoline	\$	86,826.00	
TYPE A	Electric	\$	259,723.00	-
DELIVERY TO CHARLEST	ON, WV	\$	1,500.00	
	30 PASSE	NGER		
TYPE A	130HP		NO BID	
TYPE A	LPG Fueled		NO BID	
TYPE A	Gasoline	\$	87,329.00	
TYPE A	Electric	\$	260,226.00	
DELIVERY TO CHARLEST	ON, WV	\$	1,500.00	
	35 PASSE	NGER		
	Regular - 200HP	\$	102,708.00	
	Regular - LPG Fueled		NO BID	
	Regular - Gasoline	\$	112,708.00	
	Regular - Electric		NO BID	
DELIVERY TO CHARLEST	ON, WV	\$	650.00	
	47 PASSE	NGER		
	Regular - 220HP	\$	109,724.00	
	Regular - LPG Fueled		NO BID	
	Regular - 210HP	\$	109,724.00	
	Regular - Electric		NO BID	
	Regular - Gasoline	\$	119,724.00	
DELIVERY TO CHARLEST	ON, WV - F/47 Diesel	\$	650.00	
DELIVERY TO CHARLEST	ON, WV - F/47 Propane	\$	-	
DELIVERY TO CHARLEST	ON, WV - F/47 Gasoline	\$	650.00	
DELIVERY TO CHARLEST	ON, WV - F/ ELECTRIC	\$	-	

2. CONVENTIONAL	UNITS:				
	53 PASSEI	NGER	• .		
	Regular - 220HP	\$	112,688.00	•	
	Regular - LPG Fueled		NO BID		
	Regular - 210HP	\$	112,688.00		
Re	egular - Electric		NO BID	· _	
	Regular - Gasoline	\$	122,688.00		
DELIVERY TO CHARLESTON	, WV - F/53 Diesel	\$	650.00		
DELIVERY TO CHARLESTON	, WV - F/53 Propane	\$	-		
DELIVERY TO CHARLESTON	, WV - F/53 Gasoline	\$	650.00		
DELIVERY TO CHARLESTON	, WV - F/Electric	\$	-		
	59 PASSE	NGER			
	Regular - 220HP	\$	116,237.00		
	Regular - LPG Fueled		NO BID		
Re	egular - Electric		NO BID		
	Regular - Gasoline	\$	126,237.00		
DELIVERY TO CHARLESTON	, WV - F/59 Diesel	\$	650.00		
DELIVERY TO CHARLESTON	, WV - F/59 Propane	\$	-		
DELIVERY TO CHARLESTON	, WV - F/59 Gasoline	\$	650.00		
DELIVERY TO CHARLESTON	, WV - F/ Electric	\$	•		
					-
	65 PASSE	NGER			-
	Regular - 230HP	\$	120,676.00		
	Regular - LPG Fueled		NO BID		
Re	egular - Electric	\$	367,123.00		
	Regular - Gasoline	\$	130,676.00		
DELIVERY TO CHARLESTON	, WV - F/65 Diesel	\$	650.00		
DELIVERY TO CHARLESTON	, WV - F/65 Propane	\$	•		
DELIVERY TO CHARLESTON	, WV - F/65 Gasoline	\$	650.00		
DELIVERY TO CHARLESTON	, WV - F Electric	\$	1,500.00		

# 2. CONVENTIONAL UNITS:

·	71 PASSE	NGER			
	Regular - 230HP	\$	120,983.00		
	Regular - LPG Fueled		NO BID		
	Regular - Electric	\$	367,540.00	•	
	Regular - Gasoline	\$	130,983.00		
DELIVERY TO CHARL	ESTON, WV - F/71 Diesel	\$	650.00		
DELIVERY TO CHARL	ESTON, WV - F/71 Propane	\$	-	-	
DELIVERY TO CHARL	ESTON, WV - F/71 Gasoline	\$	650.00		
<b>DELIVERY TO CHARL</b>	ESTON, WV -F / Electric	\$	1,500.00		

	<u>Z</u>	<u>7</u>	P	<u>A</u>	<u>SS</u>	E	Ņ	<u>G</u>	ER	:
_	_	_		_				•		

Regular - 230HP	\$ 128,135.00	
Regular - LPG Fueled	NO BID	
Regular - Electric	\$ 371,569.00	
Regular - Gasoline	\$ 135,135.00	-
DELIVERY TO CHARLESTON, WV - F/77 Diesel	\$ 650.00	
DELIVERY TO CHARLESTON, WV - F/77 Propane	\$ •	
DELIVERY TO CHARLESTON, WV - F/77 Gasoline	\$ 650.00	
DELIVERY TO CHARLESTON, WV - F/ Electric	\$ 1,500.00	

	81 PASSE	NGER		
	Regular - 230HP	\$	128,296.00	
	Regular - LPG Fueled		NO BID	
Re	egular - Electric	\$	371,730.00	
	Regular - Gasoline	\$	135,296.00	
DELIVERY TO CHARLESTON	, WV - F/81 Diesel	\$	650.00	
DELIVERY TO CHARLESTON	, WV - F/81 Propane	\$		
DELIVERY TO CHARLESTON	, WV - F/81 Gasoline	\$	650.00	
DELIVERY TO CHARLESTON	, WV - F/ Electric	\$	1,500.00	
		-		

	83 PASSE	<u>NGER</u>				
	Regular - 230HP		NO BID			
	Regular - LPG Fueled		NO BID			
	Regular - Electric		NO BID			
	Regular - Gasoline		NO BID			
DELIVERY TO CHAR	LESTON, WV - F/83 Diesel	\$		-		
DELIVERY TO CHAR	LESTON, WV - F/83 Propane	\$		-		
DELIVERY TO CHAR	LESTON, WV - F/83 Gasoline	\$		-		
DELIVERY TO CHARI	LESTON, WV - F/ Electric	\$		-	,	

# 3. SPECIAL NEEDS - CONVENTIONAL UNITS:

	<u>35 PASS</u>	ENGER			
	200HP		NO BID		
	LPG Fueled		NO BID		
	Electric		NO BID		
	GASOLINE		NO BID		
DELIVERY TO CHARLESTO	N, WV - DIESEL	\$	•		
DELIVERY TO CHARLESTO	N, WV - LPG	\$	-		
DELIVERY TO CHARLESTO	N, WV - ELECTRIC	\$	-	· · · · · · · · · · · · · · · · · · ·	
DELIVERY TO CHARLESTO	N, WV - GASOLINE	\$	•		
	<u>47 PASS</u>	ENGER			
	220HP	\$	117,579.00		1
	LPG Fueled		NO BID		
	Electric		NO BID		
	GASOLINE	\$	127,579.00		
DELIVERY TO CHARLESTO	N, WV - DIESEL	\$	650.00		
DELIVERY TO CHARLESTO	N, WV - LPG	\$	•		
DELIVERY TO CHARLESTO	N, WV - ELECTRIC	\$	-		
DELIVERY TO CHARLESTO	N, WV - GASOLINE	\$	650.00		
· · · · · · · · · · · · · · · · · · ·	FO DAGG	TNOTO			
	<u>53 PASS</u> 220HP	\$	121,339.00		1
	LPG Fueled	+*	NO BID		
	Electric	-	NO BID		<del>                                     </del>
	Electric		NO BID		<u> </u>
	CASOLINE	Ċ	121 220 00		
DELIVERY TO CHARLESTO	GASOLINE	\$	131,339.00		<u> </u>
	N, WV - DIESEL	\$	131,339.00 650.00		
DELIVERY TO CHARLESTO DELIVERY TO CHARLESTO	ON, WV - DIESEL ON, WV - LPG	\$			
DELIVERY TO CHARLESTO DELIVERY TO CHARLESTO	ON, WV - DIESEL ON, WV - LPG ON, WV - ELECTRIC	\$ \$ \$	650.00 - -		
DELIVERY TO CHARLESTO	ON, WV - DIESEL ON, WV - LPG ON, WV - ELECTRIC	\$			
DELIVERY TO CHARLESTO DELIVERY TO CHARLESTO	ON, WV - DIESEL ON, WV - LPG ON, WV - ELECTRIC ON, WV - GASOLINE	\$ \$ \$	650.00 - -		
DELIVERY TO CHARLESTO DELIVERY TO CHARLESTO	ON, WV - DIESEL ON, WV - LPG ON, WV - ELECTRIC	\$ \$ \$ \$	650.00 - - 650.00		
DELIVERY TO CHARLESTO DELIVERY TO CHARLESTO	ON, WV - DIESEL ON, WV - LPG ON, WV - ELECTRIC ON, WV - GASOLINE  59 PASS 220HP	\$ \$ \$	650.00 - -		
DELIVERY TO CHARLESTO DELIVERY TO CHARLESTO	ON, WV - DIESEL ON, WV - LPG ON, WV - ELECTRIC ON, WV - GASOLINE  59 PASS 220HP LPG Fueled	\$ \$ \$ \$	650.00 - - 650.00 125,650.00 NO BID		
DELIVERY TO CHARLESTO DELIVERY TO CHARLESTO	ON, WV - DIESEL ON, WV - LPG ON, WV - ELECTRIC ON, WV - GASOLINE  59 PASS 220HP  LPG Fueled Electric	\$ \$ \$ \$ SENGER	650.00 - - 650.00 125,650.00 NO BID NO BID		
DELIVERY TO CHARLESTO DELIVERY TO CHARLESTO DELIVERY TO CHARLESTO	ON, WV - DIESEL ON, WV - LPG ON, WV - ELECTRIC ON, WV - GASOLINE  59 PASS 220HP LPG Fueled Electric GASOLINE	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	650.00 - - 650.00 125,650.00 NO BID NO BID 135,650.00		
DELIVERY TO CHARLESTO DELIVERY TO CHARLESTO DELIVERY TO CHARLESTO DELIVERY TO CHARLESTO	ON, WV - DIESEL ON, WV - LPG ON, WV - ELECTRIC ON, WV - GASOLINE  59 PASS 220HP LPG Fueled Electric GASOLINE ON, WV - DIESEL	\$ \$ \$ \$ \$ \$ \$	650.00 - - 650.00 125,650.00 NO BID NO BID		
DELIVERY TO CHARLESTO DELIVERY TO CHARLESTO	DN, WV - DIESEL DN, WV - LPG DN, WV - ELECTRIC DN, WV - GASOLINE  59 PASS 220HP LPG Fueled Electric GASOLINE DN, WV - DIESEL DN, WV - LPG	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	650.00 - - 650.00 125,650.00 NO BID NO BID 135,650.00		

# 3. SPECIAL NEEDS - CONVENTIONAL UNITS:

65 PASSENGER						
	230HP	\$	129,115.00			
	LPG Fueled		NO BID			
	Electric	\$	374,273.00			
	GASOLINE	\$	139,115.00		·	
DELIVERY TO CHARLESTO	N, WV - DIESEL	\$	650.00			
DELIVERY TO CHARLESTO	N, WV - LPG	\$	-			
DELIVERY TO CHARLESTO	N, WV - ELECTRIC	\$	1,500.00			
DELIVERY TO CHARLESTO	N, WV - GASOLINE	\$	650.00			

71	PAS	SEI	NG	ER

	230HP	\$	129,484.00		
	LPG Fueled		No BID		
	Electric	\$	373,838.00		
	GASOLINE	\$	139,484.00		
DELIVERY TO CHARLESTO	N, WV - DIESEL	\$	650.00		
DELIVERY TO CHARLESTO	N, WV - LPG	\$	-		
DELIVERY TO CHARLESTO	N, WV - ELECTRIC	\$	1,500.00		
DELIVERY TO CHARLESTO	N, WV - GASOLINE	\$	650.00		
					·

# **77 PASSENGER**

230HP	\$	135,682.00		
LPG Fueled		NO BID		
Electric	\$	377,729.00		
GASOLINE	\$	142,682.00		
ON, WV - DIESEL	\$	650.00		
ΓΟΝ, WV - LPG	\$	-		
TON, WV - ELECTRIC	\$	1,500.00		
TON, WV - GASOLINE	\$	650.00		
	Electric	Electric \$ GASOLINE \$ TON, WV - DIESEL \$ TON, WV - LPG \$ TON, WV - ELECTRIC \$	Electric	Electric       \$ 377,729.00         GASOLINE       \$ 142,682.00         TON, WV - DIESEL       \$ 650.00         TON, WV - LPG       \$ -         TON, WV - ELECTRIC       \$ 1,500.00

# 3. SPECIAL NEEDS - CONVENTIONAL UNITS:

81 PASSENGER							
	230HP \$ 135,836.00						
	LPG Fueled		NO BID				
	Electric		NO BID				
	GASOLINE	\$	142,836.00				
DELIVERY TO CHARLESTON	, WV - DIESEL	\$	650.00				
DELIVERY TO CHARLESTON	, WV - LPG	\$	-				
DELIVERY TO CHARLESTON	, WV - ELECTRIC	\$	-				
<b>DELIVERY TO CHARLESTON</b>	, WV - GASOLINE	\$	650.00				

# **83 PASSENGER**

	230HP	NO BID			
	LPG Fueled	NO BID			
	Electric	NO BID			
	GASOLINE	NO BID			
DELIVERY TO CHARLEST	ON, WV - DIESEL	\$	-		
DELIVERY TO CHARLEST	ON, WV - LPG	\$ 	-		
<b>DELIVERY TO CHARLEST</b>	ON, 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 180 calendar days. This does not include "letters of intent".

As a result of our calendar days of ARO. continued Supply Chain issues production days will exceed 180. Buses will be delivered within

Vendor Name: Matheny Motor Truck Co.

Address: P.O. Box 1304

Parkersburg, WV 26102

Phone: 304-485-4410 ext. 2544

Fax: 304-489-0061

Email: Ifowler@mathenymotors.com

Vendor's Representative:

11/28/2023

(Date)



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:

1316907

Reason for Modification:

Doc Description: VARIOUS SCHOOL BUSES FY2023-24 School Year

ADDENDUM 1

Proc Type:

Statewide MA (Open End)

**Date Issued** Solicitation Closes Solicitation No

Version

2023-11-08

2023-11-28 13:30

CRFQ 0212

SWC2400000002

2

#### **BID RECEIVING LOCATION**

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

#### VENDOR

Vendor Customer Code: 000000200051

Vendor Name: Matheny Motor Truck Co.

Address: P.O. Box 1304

Street:

City: Parkersburg

Zip: 26102 Country: US State: WV

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

FEIN# 55-0320770 Signature/X

DATE 11/28/2023

all terms and conditions contained in this solicitation

FORM ID: WV-PRC-CRFQ-002 2020/05 Date Printed: Nov 8, 2023 Page: 1

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ SWC2400000002

**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)

[ X	]	Addendum No. 1	[	]	Addendum No. 6
[ ]	]	Addendum No. 2	]	]	Addendum No. 7
[ ]	]	Addendum No. 3	[	]	Addendum No. 8
[ ]	]	Addendum No. 4	]	]	Addendum No. 9
[ ]	]	Addendum No. 5	[	]	Addendum No. 10

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

Matheny Motor Truck Co.

Authorized Signature

Company

Date

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

#### **ADDITIONAL INFORMATION**

ADDENDUM\_1 is issued for the following:

- 1) To move the bid opening date from 11/16/2023 to 11/28/2023 at 1:30 pm EST.
- 2) To attach the Vendor Questions and Answers.
- 3) To publish the Exhibit\_A Pricing Pages (Revised 11/07/2023).

#### NO OTHER CHANGES.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish an openend 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.

INVOICE TO		SHIP TO		
ALL STATE AGENCIES		STATE OF WEST V		
VARIOUS LOCATION INDICATED BY ORI		VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City US	<b>WV</b>	No City US	wv	

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

Comm Code	Manufacturer	Specification	Model #	
25101500				

#### **Extended Description:**

**VARIOUS BUS UNITS:** 

Note: Vendor shall complete the Exhibit\_A Pricing Pages (REVISED 11/07/2023) for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit\_A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

INVOICE TO		SHIP TO		
ALL STATE AGENC	CIES	STATE OF WEST VI	RGINIA	
VARIOUS LOCATIONS AS INDICATED BY ORDER		VARIOUS LOCATIO INDICATED BY ORD		
No City	wv	No City	wv	
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:** 

Note: Vendor shall complete the Exhibit\_A Pricing Pages (REVISED 11/07/2023) for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit\_A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

SCHEDULE	OF EVENTS	
<u>Line</u>	<u>Event</u>	Event Date
1	Technical Questions due by 10:00am EST	2023-11-06

	Document Phase	Document Description	Page 4
SWC2400000002		VARIOUS SCHOOL BUSES FY2023-24 School Year	

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

#### **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 SBUS24.

#### 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 2024. (This location is subject to change in the year 2025). 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.

#### 3.1.2 Line Setting Tickets:

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

### 3.1.3 Application for Title:

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

### 3.1.4 School Bus Requirements - Commodity Line Items 1 through 100:

- 3.1.4.1 School buses must conform to WEST VIRGINIA MINIMUM REQUIREMENTS FOR DESIGN AND EQUIPMENT OF SCHOOL BUSES REGULATIONS, PROCEDURES, AND SPECIFICATIONS FOR THE DESIGN AND EQUIPMENT OF SCHOOL BUSES (POLICY 4336), 2020 REVISION Attachment A and includes Attachment B, WEST VIGINIA MINIMUM, REQUIERMENTS FOR DESIGN AND EQUIPMENT OF ELECTRIC SCHOOL BUSES.
- 3.1.4.2 ADDITIONAL REQUIREMENTS FOR SCHOOL YEAR 2023-2024:

**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 <a href="mark.a.atkins@wv.gov">mark.a.atkins@wv.gov</a> prior to the Question Deadline. Responses shall be issued by formal addenda.

#### 3 CONTRACT AWARD:

3.1 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 and Attachment\_B**). 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.

3.2 Pricing Section: Vendor should complete the Pricing Section by completing the unit price of each of the commodity line items listed in WVOASIS. 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.

3.3 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 – SBUS24 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 – SBUS24 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: <a href="mark.a.atkins@wv.gov">mark.a.atkins@wv.gov</a>

#### **4 ORDERING AND PAYMENT:**

- 4.1 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.
- **4.2** 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

#### 5 DELIVERY AND RETURN:

- **5.1 Delivery Time:** Vendor shall deliver standard orders within 180 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.
- 5.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 5.3 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.
- 5.4 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.
- 5.5 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.

#### **6 MISCELLANEIOUS:**

- **6.1** No Substitutions: Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- **6.2 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.
- 6.3 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.

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: 55-0320770 Vendor's Address: P.O Box 1304 Parkersburg, WV 26102 **Telephone Number:** 304-485-4410 Ext. 2544 304-489-0061

Email Address: Ifowler@mathenymotors.com

Fax Number:



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/27/2023

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 florider ill fled of Such e	muorsement(s).					
PRODUCER		CONTACT Carla Dobbins				
United Security Agency, Inc. 139 W. Main Street			FAX (A/C, No): 304-842-7321			
Bridgeport WV 26330		E-MAIL ADDRESS; cdobbins@unitedsecurityagency.com				
		INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A : ERIE INSURANCE GROUP	26830			
INSURED	MATHMOT-01	INSURER B: Erie Insurance Exchange	26271			
Matheny Motor Truck Company PO Box 1304 Parkersburg WV 26102		INSURER c : Erie Insurance Company	26263			
		INSURER D : TRAVELERS	25674			
		INSURER E: Erie Ins Co Of NY	16233			
		INSURER F: Fifthwall ECI LLC				
COVERAGES	<b>CERTIFICATE NUMBER:</b> 1667948114	REVISION NUM	MBER:			
THE IO TO OCCUPIENT THE DO	LIGIES OF INCURANCE LIGHED BELOW HA	WE BEEN ISSUED TO THE INCUIDED MAMED ABOVE	E FOR THE BOLLOV BERIOR			

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	SR TR TYPE OF INSURANCE		ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A B	GEN'L AG	CLAIMS-MADE X OCCUR  GGREGATE LIMIT APPLIES PER: LICY X PRO- LICY X JECT LOC  HER:	Y		Q43-5150707 - WV Q43-0156147 - VA, MD & OH	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 1,000,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000
BBAC	AUTOMO X ANY ALL AUT HIR	BILE LIABILITY  / AUTO OWNED SCHEDULED	Y		Q07-0181496 - VA Q07-0181495 - MD Q07-5180942 - WV Q07-5180941 - OH	7/1/2023 7/1/2023 7/1/2023 7/1/2023	7/1/2024 7/1/2024 7/1/2024 7/1/2024 7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$ \$ \$
A D	H-H	BRELLA LIAB X OCCUR CLAIMS-MADE RETENTION \$			Q31-5170364 2S53238A	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$ 10,000,000 \$
E	E WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		Q91-5102550	7/1/2023	7/1/2024	X PER OTH- E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE  E.L. DISEASE - POLICY LIMIT	
A A F	A Garage Keepers A Blanket Buildings & BPP F Cyber Llability				Q07-5180942 Q43-5150707 2-CIA-WV-17-S0112247-01	7/1/2023 7/1/2023 7/1/2023	7/1/2024 7/1/2024 7/1/2024	Garage Keepers Blanket Bldings & BPP Cyber Liability	Included 3,000,000

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

Named Insured's include: 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 partning to the Consert and Automatical Lick Williams Insurance Consert and Consert and

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	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Bldg 5 Charleston WV 25305	authorized representative Laula Dobbinno		