



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
SBUS10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/07/2009				
BID OPENING DATE: 10/15/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	*****			ADDENDUM NO. 1	*****	
	1.			EXHIBIT 10		
	2.			SBUS10 SIGN-IN SHEET, ATTACHED.		
	3.			SBUS10 QUESTIONS AND ANSWERS, ATTACHED.		
	*****			END OF ADDENDUM NO. 1	*****	
0001	1	EA		SCHOOL BUS CHASSIS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY 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.

.....
SIGNATURE

.....
COMPANY

.....
DATE

SIGN IN SHEET

Request for Proposal No. SBUS10

PLEASE PRINT

Date: September 28, 2009

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>RWB International</u>	<u>344 Old Goff Mountain Rd,</u>	PHONE <u>304-204-2601</u>
Rep: <u>Chuck Bennett</u>	<u>Charleston WV 25313</u>	TOLL FREE <u>800-350-5448</u>
Email Address: <u>cbennett@bwaintl.com</u>		FAX <u>304-204-2606</u>
Company: <u>MATHEMY MOTOR TRUCK CO.</u>	<u>P.O. BOX 1304</u>	PHONE <u>304-485-4418 X601</u>
Rep: <u>MIKE MATHEMY</u>	<u>PARKERSBURG, WV 26102-1304</u>	TOLL FREE
Email Address: <u>mmathemy@mathenymotors.com</u>		FAX <u>304-485-2577</u>
Company: <u>Mathemy Motor Truck Co</u>	<u>50 Mathemy lane</u>	PHONE <u>304-485-4418 ext 544</u>
Rep: <u>Larry Fowler</u>	<u>Mineral Wells, WV 26050</u>	TOLL FREE
Email Address: <u>lfowler@mathenymotors.com</u>		FAX <u>304-489-0061</u>
Company: <u>Blue Bird Bus Sales of West Virginia</u>	<u>5374 William Flynn Hwy</u>	PHONE <u>724-898-2472</u>
Rep: <u>Jeff Pichiner</u>	<u>Gibson, Pa. 15044</u>	TOLL FREE <u>1-800-323-1455</u>
Email Address: <u>JPichiner@BlueBirdBuses.com</u>		FAX <u>724-898-2660</u>
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

SBUS10 Pre-Bid Questions and Answers

1. Would it be possible to extend the bid opening date from October 15th to October 22nd?

The Bid date has been changed to Oct. 10, 2009.

2. Maximum idle time shall be set for 10 minutes. Should exemption for special needs buses be added to this requirement?

All special needs buses are exempted from the idle time provision.

3. Maximum speed shall be set for 65MPH while differential section states that bus maximum speed shall not exceed 70 MPH.

Maximum speed shall be 65 MPH.

- 4 Gear ratios shall be determined for the most economical mode and verified with the West Virginia Department of Education's Executive Director of School Transportation while differential section states that purchaser shall specify differential ratio.

Specification is correct as stated.

5. ABS automatic traction control system shall be standard on all units with air brakes. Our request is that this requirement state that ABS with a differential traction control device may be used in lieu of ABS traction control.

A one year exemption for transit buses will be allowed requiring an ABS automatic traction control system. The locking differential will be allowed as a substitute.

- 6 A Schrader valve to charge the school bus air system in the event of a compressor failure shall be provided. Our request is that the words "Schrader Valve" be replaced with the words (external charging port.)

An external charging port is an approved equal to the Schrader Valve.

7. Park brake release shall not be affected by an electrical failure. The use of a park brake interlocking valve which is a State requirement listed under brakes requires the use of an electrical solenoid. For this reason the parking brake can not be released without electricity if the bus is equipped with a parking brake interlock system.

The specification should read the park brake release shall be on an individual circuit.

8. Rear axle oil deflectors. IC bus removed oil deflectors from all product lines in 2001 and they are not available on any IC products. Our request is that this requirement be removed from the specifications.

The rear axle oil deflectors specification is waived for this year.

9. BWAB and IC Bus, LLC request the following action be considered in reference to West Virginia specification Section Lamps And Signals G. School Bus Alternately Flashing Signal Lamps 5. Signal lamp system shall operate as follows: item f. This section to be changed to read as follows "The signal lamp system shall have an emergency override switch or other method to activate the red warning lamps with the vehicle ignition switch in either the on or off position." The rationale is that if a unit is in a stationary position (ignition in off position) the only warning lights that should operate would be the red warning lights keeping with the same procedure as a normal route stop; if a warning method is needed on a school yard for the purpose of slowing

traffic flow the use of the hazard lamps would be a more appropriate operational mode to use. Example of an emergency override (fail-safe) switch for the red warning lamps can be found in the Ohio specifications. It is listed as an emergency override system for the red warning lamps and labeled accordingly and functions with ignition in any position. This is currently the system that IC Bus is using on our product.

IC's emergency override system is approved as an equal to the specified School Bus Alternately Flashing Signal Lamps system for this year.