



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
SBUS11

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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
10/15/2010				

BID OPENING DATE: 11/05/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
1. BID OPENING DATE HAS BEEN MOVED TO 11/05/2010.						
2. QUESTIONS AND ANSWERS ATTACHED, 2 PAGES.						
3. MANDATORY PRE-BID SIGN-ON SHEET						
***** END OF ADDENDUM NO. 1 *****						
0001	1	EA		070-30		
SCHOOL BUS CHASSIS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

# SBUS11 Pre-Bid Questions and Answers

1. Would it be possible to extend the bid opening date?

*The Bid date has been changed to November 5, 2010.*

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 and Sentence C (Speed will not exceed 70 miles per hour) in the Differential section shall be eliminated.*

4. Request is that the oil deflector provision be removed from the specifications.

*The rear axle oil deflectors' specification is waived.*

5. Can small buses be exempted from the acoustical ceiling requirement?

*Section F from the Interior section of the specification shall read:*

*F. Full length acoustical ceiling shall be provided with the exception of Type A and B buses.*

6. Due to changes by Allison Transmission can the power/economy mode switch be eliminated?

*Yes, the switch would be redundant and thus not necessary.*

7. With the addition of another exterior storage compartment can the provision that the compartment has to be located in front of the rear axle and on the right side of the bus be eliminated due to lack of space for the compartment on some sizes of buses?

*Yes the specification shall now read:*

## ***STORAGE COMPARTMENT***

*Metal compartments of adequate strength and capacity for storage of tire chains, tow chains, and such tools as may be necessary for minor repairs shall be provided. Such storage compartments shall be located outside passenger compartment. The dimensions of these compartments shall be approximately 25" long, 16" wide and 12" high, ~~mounted in right side of body skirt below floor located in front of rear axle assembly and properly drained.~~ EXCEPTION: Type AII vehicles are not required to meet this standard.*

8. Please provide a clarification of SBUS11, page 12, 2011 school bus specification addendum, **Emergency Exits**. Are we to limit the number of emergency exits to no more than specified by the Federal requirements?

**Yes**

9. Blue Bird Body Company requests that West Virginia Board of Education allow the following modification (in blue) to the Series 89 West Virginia Minimum Requirements for Design and Equipment of School Buses effective date, October 15, 2007.

## Lamps And Signals

### G. School Bus Alternately Flashing Signal Lamps

c.

4. There shall be an indicator lamp which shall go on when the respective amber or red systems are actuated. The pilot lamp shall either go out or flash at an altered rate in the event the system is not functioning normally or a universal lamp monitor that indicates individual warning lamps and/or rear lamps which includes; directional, back-up, 7 inch tail and 7 inch stop lamp operation.

*This addendum is accepted.*

**SIGN IN SHEET**

**Request for Proposal No. SBUS11**

PLEASE PRINT

Date: October 8, 2010

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Heritage Bus Sales</u>	<u>577 Goff Mountain Road</u>	PHONE <u>304-769-0444</u>
Rep: <u>Chuck Bennett</u>	<u>cross lanes WV 25313</u>	TOLL FREE <u>800-350-5448</u>
Email Address: <u>cbennett@heritagetrus.com</u>		FAX <u>304-769-0429</u>
Company: <u>HERITAGE BUS SALES</u>	<u>577 Goff mt Rd</u>	PHONE <u>304-769-0444</u>
Rep: <u>Bill Duncan</u>	<u>Cross Lanes WV 25313</u>	TOLL FREE <u>800-350-5448</u>
Email Address: <u>bduncan@heritage.trks.com</u>		FAX <u>304-769-0429</u>
Company: <u>Blue Bird Sales of Pa/WV</u>	<u>5374 William Flynn Hwy</u>	PHONE <u>724-898-2472</u>
Rep: <u>Jeff Pichines</u>	<u>California Pa 15044</u>	TOLL FREE <u>1-800-323-1455</u>
Email Address: <u>J.Pichines@bluebirdpa.com</u>		FAX <u>724-898-2660</u>
Company: <u>Blue Bird Body Co</u>	<u>402 Blue Bird Blvd</u>	PHONE <u>478-822-2109</u>
Rep: <u>MATT MATTHEWS</u>	<u>Fort Valley, GA 31030</u>	TOLL FREE
Email Address: <u>MPMATTHEW@blue-bird.com</u>		FAX <u>478-822-2453</u>
Company: <u>MATHEWM MOTOR TRUCK COMPANY</u>	<u>P.O. BOX 1304</u>	PHONE <u>304-485-4418 X601</u>
Rep: <u>MIKE MATHEW</u>	<u>PARLIERSBURG, WV 26102-1304</u>	TOLL FREE <u>800-284-4418</u>
Email Address: <u>mmathew@mathewmotors.com</u>		FAX <u>304-485-2577</u>

SIGN IN SHEET

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <i>Matheny Motor Truck Co.</i>	<i>P.O. Box 1304</i>	PHONE <i>304-485-4418 X544</i>
Rep: <i>Mike Matheny</i>	<i>Parkersburg WV 26102</i>	TOLL FREE <i>800-284-4418</i>
Email Address: _____	_____	FAX <i>304-485-2577</i>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____