



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

State of West Virginia
Master Agreement

Order Date: 12-02-2024

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0212 0212 SBUS25B 1	Procurement Folder:	1550601
Document Name:	STATEWIDE CONTRACT: SBUS25B	Reason for Modification:	AWARD of CRFQ SWC2500000004
Document Description:	VARIOUS SCHOOL BUSES FY2024-25 School Year		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-01-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-12-31

VENDOR				DEPARTMENT CONTACT		
Vendor Customer Code:	000000200051			Requestor Name:	Sherry Sadler	
MATHENY MOTOR TRUCK CO				Requestor Phone:	(304) 558-2711	
PO BOX 1304				Requestor Email:	ssadler@k12.wv.us	
PARKERSBURG	WV	261021304	<div style="text-align: center;"> <h1>2025</h1> <p>FILE LOCATION _____</p> <p style="color: pink; font-size: 2em;">2 CFR 200 Compliant</p> </div>			
US						
Vendor Contact Phone:	999-999-9999	Extension:				
Discount Details:						
	Discount Allowed	Discount Percentage	Discount Days			
#1	No	0.0000	0			
#2	No					
#3	No					
#4	No					

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

CR 12-4-24

Total Order Amount:	Open End
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Purchasing Division's File Copy

MA 12/02/2024
 PURCHASING DIVISION AUTHORIZATION
 DATE: *12/3/24*
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John L. Gray*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Cody Reese
 DATE: *12-5-24*
 ELECTRONIC SIGNATURE ON FILE

12/4/2024

Extended Description:

The Vendor, MATHENY MOTOR TRUCK CO, agrees to enter with the agency, the West Virginia Department of Education, into a Statewide Contract to provide various School Buses, per the Specifications, General Terms & Conditions, Bid Requirements, Addendum_01 published 11/07/2024, and the vendor's submitted bid proposal incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25101500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: VARIOUS BUS UNITS

Extended Description:

VARIOUS BUS UNITS

PLEASE SEE EXHIBIT_A - PRICING PAGES ATTACHED FOR CONTRACT PRICING.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	78121603			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: DELIVERY TO CHARLESTON, WV

Extended Description:

PLEASE SEE EXHIBIT_A - PRICING PAGES ATTACHED FOR CONTRACT PRICING.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to One (1) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Larry Fowler Sales Manager

(Address) 50 Matheny Lane Mineral Wells, WV 26150

(Phone Number) / (Fax Number) (304) 485-4410 ext. 2544 (304) 489-0061 FAX

(email address) lfowler@mathenymotors.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Matheny Motor Truck Co.

(Company)

(Signature of Authorized Representative)

Larry Fowler Sales Manager

(Printed Name and Title of Authorized Representative) (Date)

(304) 485-4410 ext. 2544 (304) 489-0061 FAX

(Phone Number) (Fax Number)

lfowler@mathenymotors.com

(Email Address)

REQUEST FOR QUOTATION
CRFQ SWC250000004
SCHOOL BUSES
(CMA SBUS25)

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 SBUS25.

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 2025. (This location is subject to change in the year 2026). 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.

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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:

3.1.4.1.1 WEST VIRGINIA MINIMUM REQUIREMENTS FOR DESIGN AND EQUIPMENT OF SCHOOL BUSES REGULATIONS, PROCEDURES, AND SPECIFICATIONS FOR THE DESIGN AND EQUIPMENT OF SCHOOL BUSES (see **Attachment_A**).

3.1.4.1.2 WEST VIRGINIA MINIMUM, REQUIERMENTS FOR DESIGN AND EQUIPMENT OF ELECTRIC SCHOOL BUSES (see **Attachment_B**).

3.1.4.1.3 AND the **Attachment_C** (to amend the Attachment_A and Attachment_B).

3.1.4.2 **ADDITIONAL REQUIREMENTS FOR SCHOOL YEAR 2024-2025:**

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 mark.a.atkins@wv.gov prior to the Question Deadline. Responses shall be issued by formal addenda.

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SCHOOL BUSES
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4. CONTRACT AWARD:

- 4.1 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, Attachment_B and Attachment_C**). 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.

- 4.2 Pricing Section:** Vendor should complete the Pricing Section by completing the unit price of each of the commodity line items listed in the pricing pages. 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.

- 4.3** 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 – SBUS25 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 – SBUS25 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: mark.a.atkins@wv.gov

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5. ORDERING AND PAYMENT:

5.1 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.

5.2 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

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 365 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.

6.2 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

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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.

- 6.3 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.
- 6.4 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.
- 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.

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- 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 Company
Vendor's FEIN: 55-032-0770
Vendor's Address: PO Box 1304

Telephone Number: 304-485-4418
Fax Number: 304-489-0061
Email Address: lfowler@mathenymotors.com



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: 1550601			Reason for Modification: ADDENDUM_1
Doc Description: VARIOUS SCHOOL BUSES FY2024-25 School Year			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-11-07	2024-11-21 13:30	CRFQ 0212 SWC2500000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name :
Address :
Street :
City :
State : **Country :** **Zip :**
Principal Contact :
Vendor Contact Phone: **Extension:**

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

ADDITIONAL INFORMATION

ADDENDUM_1

Addendum_1 is issued for the following:

- 1) To move the bid opening date from 11/19/2024 to 11/21/2024 at 1:30 pm EST.
- 2) To attach the Vendor Questions and Agency Response.

NO OTHER CHANGES

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, per the attached documents.

INVOICE TO

SHIP TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WW
US

No City WW
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_A - PRICING PAGES ATTACHED

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WW	No City US	WW

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:
PLEASE SEE EXHIBIT_A - PRICING PAGES ATTACHED

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EST	2024-11-06

SOLICITATION NUMBER: CRFQ SWC2500000004
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ SWC2500000004 (“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 agency 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 11/19/2024 to 11/21/2024 at 1:30 pm EST.
- 2) To attach the Vendor Questions and Agency Response.

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.

1Q.	Can the Bid deadline be moved to November 26 th at 1:30pm?
1A.	No, the bid opening will be extended to November 21, 2024 at 1:30pm.
2Q.	I request that the 71 -passenger transit bid request be removed from the bid tab. To the best of my knowledge there have been no orders for a transit bus this small.
2A.	The pricing pages will remain as published. If any vendor does not wish to supply a price for this bus, then you may write "No Bid" on the pricing page. It will remain in case a vendor would want to bid a 71-passenger transit and a county would desire to order this size.
3Q.	I would also request the Gasoline option be removed from the Transit bids since no manufacturer offers it.
3A.	Vendors are not required to submit bids for Gasoline option for the Transit bids by writing "No Bid" for this option on the pricing page.
4Q.	In attachment C it calls for two storage compartments. Does 2.25a.3 and 2.25.a.4 still apply in Attachment A? Wheelbase and other options like A/C sometimes limit storage compartment offerings.
4A.	Yes, 2.25.a.3 & 2.25.a.4. still applies to these vehicles.
5Q.	Pertaining to State Spec Attachment C proposed amendment 2.25a. about two storage compartments being required for tire chains and other equipment, will there still be exceptions for when the bus has air conditioning and or larger luggage compartments that only one will be required as the current state specs allow?
5A.	Yes, 2.25.a.3 & 2.25.a.4. from Attachment A still applies to these vehicles.
6Q.	Pertaining to proposed amendment 2.27b.5 on minimum require video equipment, will this need to be applied to the state bid prices and required to be installed by the seller prior to delivery of the bus? We still have some counties who install their own systems after the bus is delivered to them and they wish to keep it that way.
6A.	No, it does not need to be applied to the state bid prices and does not need to be installed by the seller prior to delivery. Counties who chose to install their own camera systems are responsible for meeting 2.27.b.5 requirements.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO SWC2500000004

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:

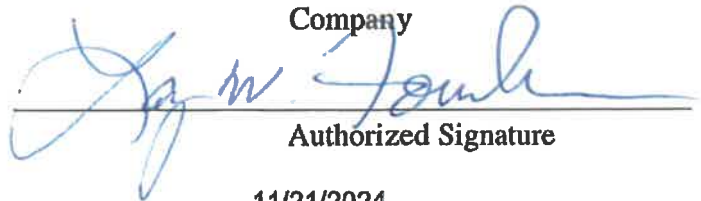
(Check the box next to each addendum received)

- | | |
|--|--|
| <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 MOTOR TRUCK COMPANY

Company



Authorized Signature

11/21/2024

Date

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

126CSR92

ATTACHMENT A

**WEST VIRGINIA MINIMUM REQUIREMENTS
FOR DESIGN AND EQUIPMENT OF SCHOOL BUSES**

The WVDE adopts the National School Transportation Specifications and Procedures 2015 as enacted by the 16th National Congress on School Transportation and with some exceptions specific to West Virginia. The following exceptions or modifications apply:

NOTE: Equivalency - Permission to use a device or material as an "equivalent" to that called for in the "requirements" must be requested in writing by the manufacturer or owner. Any item supplied as an "equivalent" must have prior approval in writing from the West Virginia Department of Education (WVDE) Director of the Office of School Transportation (State Director).

New Products - New products may be subjected to the experimental and field test evaluation procedures facilitated by the WVDE Office of School Transportation staff in conjunction with the dealer for up to one year from the start date. The staff, in conjunction with the State Director, may determine the county(ies) in which the field test evaluation will be conducted and the length of time of the evaluation.

1. School Bus Chassis.

1.2. Axles.

1.2.a. The front axle shall be heavy-duty bus type and equipped with oil bath (synthetic lubricant) or unitized wheel bearings. Exception: Type A buses.

1.3. Back Up Alarms.

1.3.b. Variable sound is not permitted.

1.4. Brakes (Air).

1.4.b. Buses using an air-operated braking system shall be equipped with a Wig-Wag warning device and/or devices readily audible, which have a minimum rating of 80 dB and a maximum rating of 85 dB measured at the operator's ear and visible to the operator. The device will give a continuous warning when the air pressure available in the system for braking is 60 pounds per square inch (psi) or less and must remain activated until the system is at or above 60 psi. An illuminated gauge that will indicate to the operator the air pressure in pounds per square inch or the inches of mercury vacuum available for the operation of the brakes shall be provided. An anti-lock braking system (ABS) shall be standard on units with air brakes.

1.4.b.1. Air brakes shall be installed on all chassis. Exception: Type A and less than 35 passenger vehicles.

1.4.b.2. All air-operated brake systems shall:

1.4.b.2.A. be protected by a air dryer with an Air Dryer Internal Purge (ADIP) or equivalent spin-on replaceable filter.

1.4.b.2.B. be equipped with an engine or an exhaust brake. A clearly identified manual control shall be within easy reach of the operator, in addition to a modulated control through the brake treadle valve. Exception: Propane, gasoline and electric school buses. Propane and gasoline buses may be equipped with driveline retarder systems.

1.4.b.2.C. have a Schrader valve to charge the school bus air system in the event of a compressor failure.

1.4.b.3. Air disc type brakes installed by chassis manufacturers are permissible.

1.5. Brake (Parking).

1.5.a. All non-park pawl transmissions shall incorporate a park brake interlock that requires the service brake to be applied to allow release of the parking brake.

1.5.b. The parking brake knob shall be an easy-grip design. Exception: Intellipark.

1.6. Certification.

1.6.a. The first production unit of each type shall be used as a "pilot model" and shall be inspected at the manufacturing facility or a location to be determined by the State Director in consultation with the dealer prior to any remaining units being produced.

1.6.b. The bus shall have a data tag installed on the bus that states the maximum seating capacity which includes the driver.

1.7. Differential.

1.7.a. The differential ratio shall be determined by the dealer to provide the best possible fuel economy/performance balance.

1.7.b. In no case shall the ratio be used to limit the 65 mph road speed.

1.8. Electrical System.

1.8.a. Low Voltage Battery.

1.8.a.1. Diesel Power: Three Group 31 batteries with a minimum of 1950 cold cranking amps (CCA) total are required. Gasoline/propane-powered buses shall have two batteries. Electric powered buses shall be manufacturer's standard.

1.8.a.2. All buses shall be equipped with a body battery disconnect switch to allow the electrical source on the bus body to be turned off in case of an electrical short and when the bus is not in use.

1.8.a.3. The switch is to be placed in a location not readily accessible to the driver or passengers.

1.8.a.4. The location shall be labeled and the labeling shall be visible from the exterior of the bus.

1.8.a.5. There shall be a manual noise suppression switch installed in the control panel. The switch shall be labeled and alternately colored. This switch shall be an on/off type, not a momentary type, that de-activates body and chassis equipment that produces noise, including, at least, the AM/FM radio, heaters, air conditioners, fans, and defrosters. This switch shall not de-activate safety systems, such as windshield wipers or lighting systems. Exception: Electric Vehicle (EV) roof mounted A/C with integrated condenser can be left running and the fan shall be set on low

1.9. Fenders, Front.

1.9.a. Type C vehicles.

1.9.a.1. A fiberglass tilt hood shall be provided with wiring quick-disconnect in the engine compartment, located at or near the radiator cradle. All electrical wiring between the fiberglass hood and the engine compartment shall pass through waterproof disconnect device(s) to facilitate removal and/or replacement of the hood.

1.9.a.2. The fender/bumper design must prevent direct road spray between fender and front bumper, or a flap must be installed to prevent such spray.

1.10. Frame.

1.10.a. Frame rails less than 50,000 psi must be reinforced to prevent cracking. Exception: Monocoque.

1.11. Fuel Tank.

1.11.a. The fuel tank on all gas and diesel buses, 47 passengers and above, shall have a minimum capacity of 60 gallons with a 55-gallon actual draw. It shall be filled and vented outside of the body. Construction will prevent the spillage or drainage of fuel on any part of the exhaust system. Exception: Type A vehicles. The fuel tank shall be the manufacturer's standard. All fuel tanks shall be constructed per the manufacturer's standards and with corrosion-resistant material.

1.11.b. A drain plug of at least ¼ inch pipe thread shall be located in the center of the bottom of tank.

1.12. Governor.

1.12.a. The speed shall be controlled electronically, set at a max speed of 65 MPH.

1.13. Horn(s).

1.13.a. A bus shall be equipped with dual horns of standard make, capable of producing complex

sound in bands of audio frequencies between 250 and 2000 cycles per second with a sound level of 110 dB at three feet, per SAE Standard J377. The measurement shall be made with the meter set at flat response - C weighting.

1.13.b. Air horns are not permissible.

1.14. Power and Gradeability.

1.14.a. GVW shall not exceed 185 pounds per certified net published horsepower of the engine at the manufacturer's recommended maximum number of revolutions per minute.

1.14.b. Gasoline and propane power are permissible.

1.14.c. The following chart presents the minimum horsepower (HP) and/or torque requirements for engines to be used in chassis-accommodating bus bodies of the respective capacities.

DIESEL POWER	
Passenger Capacity	Minimum Gross Horsepower/Torque
Under 35	130HP/420
35 - 46	200HP/520
47 - 64	220HP/520
65 - 78	230HP/560
79 - 83	240HP/620
84 - 91	245HP/660

1.14.d. Type C and D vehicles, excluding propane, electric and gasoline, shall be equipped with a fast idle control device.

1.14.e. A recessed and covered receptacle for the block heater shall be mounted in the front bumper. Exception: Types A and D vehicles under 35 passengers, manufacturer's standard. Type D vehicles, rear engine - receptacle shall be located in the rear; and Type D vehicles, front engine - receptacle may be mounted to the bus body in front of the service door. Propane, electric and gasoline powered vehicles are not required to meet this standard.

1.14.f. The warranty for the engine/motor shall be a minimum five years/100,000 miles. All available warranty information must be provided to the purchaser.

1.14.g. Firewall insulation is required. Exception: Rear engine and electric vehicles.

1.14.h. A maximum idle time shall be set at ten minutes. Exception: Lift-equipped and electric buses.

1.15. Springs/Suspension.

1.15.a. Air suspension systems are standard on rear axle only. Exception: Type A.

1.16. Stability Control.

1.16.a. The Electronic Stability Control shall be provided. Exception: Types A

1.17. Steering Gear.

1.17.a. All chassis shall be equipped with a tilt and telescopic steering wheel.

1.18. Tires and Rims.

1.18.a. The bus must have the original installed tire size on the data plate.

1.18.b. Chrome wheels and/or covers are not permissible.

1.19. Transmission. Exception: Electric school buses.

1.19.a. Automatic transmissions shall be equivalent to either the Allison 2500 Pupil Transport Series (PTS) five or six-speed transmission for buses of 35 to 76 passenger capacity inclusive or the 3000 PTS five or six-speed for buses of 77 to 90 passenger capacity.

1.19.b. The minimum fluid requirement for the automatic transmission is to be Allison approved synthetic fluid.

1.19.c. The warranty for the transmission shall be a minimum of five years/unlimited mileage. Exception: Type A propane and gasoline can be manufacturers' standard.

2. School Bus Body.

2.1. Body Fluid Clean-Up Kit.

2.1.a. Each bus shall carry a Grade A metal or rigid plastic, moisture resistant kit, mounted in an accessible place and identified as a body fluid clean-up kit with a directions-for-use sheet attached to the inside cover and shall meet national body fluid kit standards.

2.1.a.1. An optional STOP THE BLEED KIT is permissible.

2.2. Ceiling. (See Insulation and Interior.)

2.3. Child Reminder System.

2.3.a. An electronic device shall be installed that requires the bus operator to walk to the rear of the bus after each run to deactivate and to check for children left on the bus.

2.3.b. The device shall only be armed after the activation of the student loading light system.

2.3.c. There shall be an audible and/or visual warning to indicate to the bus operator the system has been armed.

2.3.d. A horn shall begin sounding either by opening the entrance door or within a 30 to 60-

second delay after the system has been armed. Type A shall activate when the left side driver's door is opened also.

2.4. Color.

2.4.a. The hood, cowl, and fenders shall be National School Bus Glossy Yellow. Exception: Hood may be painted low luster yellow.

2.4.b. The grille may be the manufacturer's standard

2.5.c. The rear of the bus shall have the lettering STOP WHEN RED LIGHTS FLASH.

2.5. Construction.

2.5.a. The construction shall be of prime commercial quality steel or other material with strength at least equivalent to all steel as certified by the body manufacturer. Fiberglass or other composite materials are acceptable provided the construction meets all federal standards and the manufacturer certifies the materials to be of durable construction.

2.5.b. The bus body shall meet the Colorado Rack Test.

2.6. Doors.

2.6.a. Service Door.

2.6.a.1. A service door shall be under the control of the operator, designed to afford easy release and prevent accidental opening, and controlled by a three-position switch that is installed to the left of the operator. Exception: Type A may be to the right. A power-operated service door is required on Type A, C, and D buses. The service door emergency release shall be located below the windshield, accessible and identified to all passengers.

2.6.a.2. The service door shall be located on right side of the bus opposite operator and within direct view of operator. A decal shall be installed on the inside of the door with proper opening instructions when the front or rear side requires it to be released first.

2.6.a.3. The service door shall be an outward opening door equipped with a grab handle on the outside of the door.

2.6.a.4. There shall be no door to the left of the operator on Type C and D vehicles. Type A vehicles under 35 passengers may be equipped with the chassis manufacturer's standard door.

2.6.a.5. The service door shall be equipped with a vandal lock. Exception: Type A, exterior lock not permissible.

2.6.b. Emergency Door.

2.6.b.1. A vandal lock shall be installed on all emergency doors. It shall be wired into the ignition and/or starting circuit to prevent starting of the engine with the door locked.

2.6.b.2. The vandal lock shall be equipped with an audible alarm to alert the driver that the vandal lock is engaged.

2.7. Emergency Exits.

2.7.a. The body of the bus shall be equipped with roof safety hatches that combine the following functions in each unit:

2.7.a.1. multi-position, fresh air ventilation without static vents.

2.7.a.2. a full handgrip release handle(s) permitting operation as emergency exit(s), accessible inside and outside the vehicle.

2.7.b. Each emergency exit shall comply with the current adopted version of the NSTSP.

2.8. Fire Extinguisher.

2.8.a. Each bus shall be equipped with at least one pressurized, dry chemical-type fire extinguisher of total metal construction, refillable, and securely mounted with a spring steel friction fit bracket. A pressure gauge shall be mounted on the extinguisher to be easily read without removing the extinguisher from its mounted position.

2.9. First Aid Kit.

2.9.a. Each bus shall have a removable moisture and dust proof first aid kit mounted in an accessible place within the operator's compartment. This place shall be properly identified, if not full view.

2.9.b. The minimum requirement is a 24 unit national standard school bus kit.

2.10. Floor.

2.10.a. The floor of the bus shall be of prime commercial quality steel of at least 14-gauge or other material equivalent in strength to 14-gauge steel. The floor shall be covered with approximately 5/8" inch thickness plywood, at least five-ply, and shall be marine grade plywood, C-D Grade, or equivalent insulative properties. The floor shall be level from front-to-back and from side-to-side, except in wheel housing, toe board, and operator's seat platform areas.

2.11. Floor Covering.

2.11.a. The cove molding shall be used along the side walls and rear corners. Metal or equivalent aisle joint strips shall be used to protect joints of flooring. Aisle strips shall be so shaped that the edges of same shall be drawn and held firmly to the flooring material. Welded seam one-piece construction is permissible.

2.11.b. The floor covering shall not be black in color. Exception: Molded wheel housing covers.

2.12. Fuel Port Door. Exception: Electric School Bus

2.12.a. The body manufacturer shall furnish a fuel port door on all vehicles. Exception: Type A

2.12.b. All vehicles shall have a fuel door labeled with proper fuel type and the label shall be within six inches of the door.

2.12.c. The fuel port door shall have a securement device.

2.12.d. A Diesel Exhaust Fluid (DEF) door is required if applicable and must be labeled.

2.13. Heaters and Air Conditioning.

2.13.a. Heating System. Exception: Electric School Bus.

2.13.a.1. Each heater is to be independently controlled by a switch.

2.13.a.2. Each heater shall be attached to a separate circuit breaker or a field effect transistor (FET).

2.13.a.3. An installed closed combustion fuel fired heater is not permissible.

2.13.a.4. For 35 to 64 passenger buses, there shall be one step-well heater and one rear minimum 50K British Thermal Unit (BTU) heater provided. For 65 to 90 passenger buses, there shall be one step-well heater, one mid-ship minimum 50K BTU heater and one rear minimum 50K BTU heater provided. Exception: Type A, no step-well heater required. Type A shall utilize a 40K minimum rear heater. Type D, no step-well heater required. All lift equipped buses, shall have rear heaters mounted on rear wall.

2.13.a.5. At least two auxiliary fans six inches in diameter shall be installed, suspended from above on each side of the windshield, and can be adjusted for maximum effectiveness. The fan blade shall be covered with a protective cage. Each fan shall be controlled by a separate switch. Auxiliary fans are not to be considered as part of the primary defrosting and defogging system. Exception: Type A

2.14. Identification.

2.14.a. Decals, vinyl lettering or illuminated signs are permissible

2.14.a.1. SCHOOL BUS signs shall be marked with reflective National School Bus Glossy Yellow comprising background for lettering of the front and/or rear SCHOOL BUS signs.

2.14.b. Every bus shall be lettered ".....COUNTY SCHOOLS" on both sides of the bus, and numbered on both sides and rear.

2.14.b.1. Numbers on both sides shall be near front, in line with the lettering.

2.14.b.2. Lettering and numbering on sides of the bus shall be at least six inches high.

2.14.c. The number of the bus shall be a minimum of five inches in height, in white or yellow,

displayed on either the front bumper or the crossing control arm.

2.15. Insulation.

2.15.a. The ceiling, walls, and bulkhead or bow cavities shall be fully insulated with proper material.

2.15.b. The ceiling and walls shall be fully insulated with a thermal insulation that is fire resistant with a minimum R-value of 5.5. Insulation shall be installed so as to prevent sagging.

2.16. Interior.

2.16.a. The flammability of interior materials shall meet FMVSS 302.

2.16.b. Full length acoustical ceiling shall be provided.

2.17. Lamps and Signals.

2.17.a. All lamps, including installation, shall conform to current standards and recommendations of SAE, West Virginia Motor Vehicle Law and FMVSS 108. All exterior lamps, except head lamps, shall be LED. LED head lamps and interior lamps are permissible.

2.17.b. Clearance, Back-up and Side-Marker Lamps.

2.17.b.1. Clearance, side-marker, and identification lamps shall be protected or flush mounted.

2.17.b.2. Two seven inch back-up lamps or equivalent are required.

2.17.b.3. Additional lighting is required to illuminate the area around the rear tires automatically when the back-up lights have been activated.

2.17.b.4. The system shall be a white, light-emitting diode (LED), light-wired to the back-up light circuit.

2.17.b.5. The system shall illuminate a rectangular area on both sides of the vehicle beginning 29 inches aft of the center point of the rear axle and extending outward from the vehicle sides 24 inches and rearward 30 inches.

2.17.b.6. There shall be no point within this illuminated area having illumination of less than three-foot candles as tested on a bare concrete surface.

2.17.b.7. Back-up lights shall illuminate the ground at the rear of the bus when the rear exit door is opened.

2.17.c. Interior Lamps.

2.17.c.1. Interior lamps shall include two rows of dome lamps installed on two circuits so that

lamps in the front half and lamps in the rear half of the bus are on separate circuits.

2.17.c.2. A stepwell light which adequately illuminates the stepwell shall be provided. It shall be connected in the clearance lamp circuit and activated when the service door is opened. A separate light shall illuminate the outside area at the stepwell.

2.17.d. School Bus Alternately Flashing Signal Lamps.

2.17.d.1. The bus shall be equipped with two red lamps at the rear of the vehicle and two red lamps at the front of the vehicle. In addition to the four red lamps, four amber lamps shall be installed so that one amber lamp is located near each red signal lamp at the same level but closer to the vertical centerline of the bus. The system of red and amber signal lamps shall be wired so that amber lamps are energized manually. The red lamps are automatically energized, and the amber lamps are automatically de-energized when the stop sign and front bumper crossing control arm are extended or when the bus entrance door is opened. An amber pilot lamp and a red pilot lamp shall be installed adjacent to the driver controls for the flashing signal lamp to indicate to the driver which lamp system is activated.

2.17.d.1.A. Each school bus shall be equipped with a system consisting of four red signal lamps designed to conform to SAE Standard J887 and four amber signal lamps designed to that standard except for color. This system, stop arm, and crossing control arm shall be wired through a master switch but not through the vehicle ignition switch.

2.17.d.1.B. Shields over lamps, painted black are required.

2.17.d.1.C. The system shall be wired so that the amber signal lamps are activated only by hand operation, and, if activated, are automatically deactivated, and red signal lamps are automatically activated when the bus entrance door is opened.

2.17.d.1.D. There shall be an indicator lamp which shall illuminate 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.

2.17.d.1.E. The signal lamp system shall operate as follows:

2.17.d.1.E.1. With the master switch on and the entrance door closed, the operator shall depress the hand switch. The amber pilot lamp and amber signals shall illuminate.

2.17.d.1.E.2. The operator shall open the entrance door. The amber pilot lamp and amber signal lamps shall turn off, and the red pilot lamp and red signal lamps shall illuminate. The stop sign and crossing control arm, if air or electrically powered, shall automatically extend.

2.17.d.1.E.3. The operator shall close the entrance door. The red pilot lamp and signal lamps shall turn off, and the stop sign and crossing control arm, if air or electrically powered, shall retract immediately.

2.17.d.1.E.4. The operator shall open entrance door without depressing the hand switch. The red pilot lamp and red signal lamps shall illuminate. The stop sign, if air or electrically powered, shall automatically extend.

2.17.d.1.E.5. With the master switch off, the depressing hand switch shall not actuate the amber signal system, nor shall opening the entrance door actuate the red signal system, the stop sign, or crossing control arm.

2.17.d.1.E.6. The vehicle's red loading lights shall have the ability to be activated with the key in the on or off position. If the system utilizes a single switch to activate the red lights, it shall be protected against possible accidental activation while the bus is in motion.

2.17.d.1.E.7. All loading light controls shall be to the left of the operator. Exception:
Type A.

2.17.d.1.F. Installation Requirements.

2.17.d.1.F.1. Each flashing signal lamp shall be mounted with its axis substantially parallel to the longitudinal axis of vehicle.

2.17.d.1.F.2. The front and rear alternately flashing signal lamps shall be spaced as far apart laterally as practicable.

2.17.d.1.F.3. The alternately flashing signal lamps shall be mounted at the front above the windshield and at the rear so that the lower edge of the lens is not lower than the top line of the side window.

2.17.d.1.F.4. The vertical and lateral vision of the front and rear alternately flashing warning lamps shall not be obstructed by any part of the body or lamp house insofar as standard bus body construction shall permit.

2.17.d.1.F.5. The area around each lamp shall have a readily visible black border for contrast purposes.

2.17.d.1.F.6. A separate fuse, circuit breaker, or FET adequate to prevent damage to the system in the event of a dead short shall be provided between the power source and the master switch.

2.17.e. Roof Mounted Strobe Lamp.

2.17.e.1. A strobe lamp, white in color, shall be mounted on the roof of the school bus. An LED strobe light shall be a Class 1 double flashing light.

2.17.e.2. The lamp shall be a maximum of five inches in height, located on the center line of the roof and behind the rear roof hatch.

2.18. Mirrors.

2.18.a. Exterior Mirrors.

2.18.a.1. All exterior mirrors are to be heated, mounted with stainless steel brackets and must conform to FMVSS 111.

2.18.a.2. Remote controlled external rear view mirrors are required.

2.19. Mud Flaps.

2.19.a. Mud flaps or guards are required and shall be provided by the body manufacturer for both front and rear wheels. They shall be constructed of heavy-duty multi-ply mud flap material.

2.19.b. Front mud flaps or guards shall be of adequate size to protect body areas vulnerable to road debris from wheels and mounted to be free of wheel movement at all times.

2.19.c. Rear mud flaps or guards shall be comparable in size to width of the rear wheel housing and shall reach within approximately nine inches of the ground when the bus is empty. They shall be mounted at a distance from the wheels to permit free access to spring hangers for lubrication and maintenance and to prevent being pulled off while the vehicle is in reverse motion and damage by tire chains.

2.20. Rub Rails.

2.20.a. Rub rails shall be black.

2.20.b. Rub rails shall extend from the rear of the entrance door completely around the bus to the point of curvature near the outside cowl on the left side. At least one rub rail will extend around the rear of the bus. Exception: Type D vehicles with rear engine, Electric Type A and Type D.

2.20.c. Rub rails shall be one piece except where broken by the emergency door, wheel housings, battery box, access panels, the corner of bus, etc. All ends shall be capped.

2.20.d. Rub rails shall be securely attached at least twice to each body post and upright structural member within their length.

2.21. Seat Belt for Operator.

2.21.a. Lap belt/shoulder belt shall be orange in color.

2.22. Seats.

2.22.a. Any two seats of the first two rows of seats on all buses shall be simultaneous seat-belt ready seats, equipped with Lower Anchors and Tethers for Children (LATCH) systems for Child Safety Restraint Systems (CSRS).

2.22.b. For securing child infant seats, the seats must meet FMVSS 210, FMVSS 222, and FMVSS 225 requirements.

2.22.c. All such 39 inch and larger passenger seats must be equipped with two sets of anchorage points per bench seat.

2.22.d. All such passenger seats with a seat width of fewer than 36 inches must be equipped with

one set of anchorage points per bench seat.

2.22.d. No bus shall be equipped with jump seats or portable seats.

2.22.e. A modesty panel will be provided under the right and left front crash barrier.

2.22.f. All restraining barriers and passenger seats shall meet the criteria contained in FMVSS 302.

2.22.g. The last seat on the left shall not exceed 30 inches in width so as not to block the rear emergency exit door. Exception: Rear-engine transit school bus.

2.23. Steps.

2.23.a. The first step at the entrance door shall be not fewer than ten inches and not more than 14 inches from the ground when measured from the top surface of the step to the ground, based on standard chassis specifications, except that on Type D vehicles, the first step at the entrance door shall be 12 inches to 16 inches from the ground.

2.24. Stop Sign and Crossing Control Arm.

2.24.a. There shall be a stop sign installed on the left front side of the body which shall be equipped with a wind guard.

2.34.a.2. Two alternately flashing, high intensity, red strobe lamps visible from both sides of the sign shall be provided.

2.24.a.3. The stop sign shall be air operated. Exception: Type A

2.24.b. A solid-piece crossing control arm mounted to the right front bumper of the bus is required.

2.24.b.1. The device shall be air-powered. Exception: Type A

2.24.b.2. The crossing control arm shall be wired in conjunction with the stop sign and the alternately flashing signal lamp.

2.24.b.3. The crossing control arm shall be equipped with a device to hold the arm to the bumper when the arm is not activated.

2.25. Storage Compartment.

2.25.a. Two compartments of adequate strength and capacity for storage of tire chains and other equipment shall be provided.

2.25.a.1. Such storage compartments shall be located outside the passenger compartment.

2.25.a.2. The dimensions of these compartments shall be a minimum of 25 inches long, 16

inches wide, and 12 inches high. Exception: Type A vehicles may be manufacturer's standard size.

2.25.a.3. Type A and/or vehicles with air conditioning shall have at least one compartment.

2.25.a.4. Buses with larger luggage compartments are not required to meet this standard.

2.25.b. A door with locks keyed alike as well as a proper latch shall be provided.

2.25.b.1. Such compartments shall be constructed with a provision for the drainage of water resulting from snow and ice on tire chains. Exception: Lift equipped bus compartment may be on the left or right.

2.26. Sun Shield.

2.26.a. An interior adjustable, transparent, and tinted sun shield at a minimum of six inches x 30 inches shall be provided.

2.26.b. The sun shield must be capable of being turned to an angle of 180 degrees when not in use. Exception: Type A vehicles under 35 passengers, manufacturer's standard.

2.27. Video Equipment.

2.27.a. Video equipment shall be installed.

2.27.b. Installation shall be either by the dealer/manufacturer or the county and both equipment and installation shall be subject to the following guidelines:

2.27.b.1. the equipment must be installed in an area at the front of the bus.

2.27.b.2. the equipment is outside the federal head impact zone, FMVSS 222 School Bus Passenger Seating and Crash Protection.

2.27.b.3. the equipment is located in an area not likely to cause student injury.

2.27.b.4. the equipment shall be a minimum of a six-channel system. Camera head locations, if installed by the manufacturer, shall be chosen by the county. The equipment brand shall be chosen by the county. Exception: Type A shall be a minimum four-channel system and Type D shall be a minimum eight-channel system.

2.27.b.5. a video monitoring systems for passing stopped school buses must include the minimum system requirements established by W. Va. Code §17C-12-8. The forward facing camera shall be mounted inside the bulkhead and,

2.27.b.5.A. must produce live digital and recorded video of vehicles being operated in violation of W. Va. Code.

2.27.b.5.B. must produce a recorded image of the license plate.

2.27.b.5.C. must record the activation status of at least one warning device (the red traffic warning lights and the side stop sign) mounted on the school bus and the time, date, and location of the vehicle when the image is recorded.

2.27.c. Additional guidelines for video equipment must be met.

2.27.c.1. The lettering on the side of the bus must not be obscured.

2.27.c.2. The equipment must not impede or block any emergency exits.

2.27.c.3. All wiring must be mounted inside the side of the bus and cannot be mounted inside the driver/passenger area.

2.27.c.4. All roof and side mounting locations must be sealed to ensure no leaks.

2.27.c.5. The system wiring must be separate from any emergency lights, alarms, etc.

2.27.c.6. The system must operate automatically and not require the driver to activate it.

2.27.c.7. Vendor/manufacturer must provide documentation to the county that the system is properly mounted and camera(s) are capturing clear video identifying a moving vehicle.

2.27.c.8. Installation by vendor/manufacturer must include warranty on the complete system for a minimum of 12 months after delivery of the bus.

2.27.c.9. Exterior cameras must be designed to eliminate movement due to vandalism or rough roads.

2.28. Wheel Housings.

2.28.a. Rubber fenders that adequately protect the sides of the body from tire spray shall be provided. Exception: Type A may be a non-metallic material.

2.29. Windshield and Windows.

2.29.a. Emergency windows shall be vertically hinged.

2.30. Windshield Washers.

2.30.a. A windshield washer reservoir shall be furnished and shall be at least a three-quart capacity unless space restrictions limit size of the container.

2.30.b. The windshield washer fluid shall be directed onto the windshield through jets in the wiper arm.

NOTE: All available warranty information must be provided to the purchaser and to the State Director as part of the bid package or upon receipt of the bus.

3. Training Requirements. Exception: EVs, see section 9.

3.1. The successful bidder will be required to provide training for county school bus mechanics, supervisors, and/or operators when requested by the county.

3.2. Such training, if required, will be specified in invitations to bid and will indicate the type, extent, and location of classes to be conducted.

4. Special Transportation Vehicle - Specially Equipped School Bus or Multipurpose Passenger Vehicle (MPV).

Equipping buses to accommodate students with disabilities is dependent upon the needs of the passengers. While one bus may be fitted with a lift, another may have belts installed to secure child seats. Buses so equipped are not to be considered a separate class of school bus, but simply a regular school bus that is equipped for special accommodations.

4.1. Definition.

4.2. General Requirements.

4.2.a. Each securement system location shall have a minimum clear floor area of 30 inches x 54 inches. Additional floor area may be required for some applications. Consultation between the user and the manufacturer is recommended to ensure adequate area is provided in the event more securement locations are needed.

4.3. Fastening Devices.

4.3.a. Wheelchair Restraints.

4.3.a.1. All mobile seating must be in a forward-facing direction secured with at least a four point tie-down system with at least two tie-downs at the rear and two tie-downs at the front of the device.

4.3.a.2. The wheelchair securement system including all hardware (attachment bolts, track, etc.) must meet minimum impact forces of a 20 G, 30 MPH deceleration to simulate a frontal impact on the transport vehicle per WC18, Wheelchair Tie-downs and Occupant Restraint Systems for Use in Motor Vehicles (WC18).

4.3.a.3. All attachments or coupling systems which are designed to be connected and disconnected frequently must be operable by an adult person without the use of tools or other mechanical assistance.

4.3.a.4. All hardware and components of the securement system must be free of sharp or jagged areas and be made of corrosion resistant material or treated to resist corrosion.

4.3.a.5. All tie-downs used in the securement system for a mobile seating device must meet manufacturers' specifications and be of the automatic retractable type.

4.3.a.6. All tie-downs used in the securement system for a mobile seating device must be capable of adjustment in useful length of from four inches minimum to 34 inches maximum to provide sufficient flexibility to fit a majority of possible applications.

4.3.a.7. All tie-downs used in mobile seating devices must be manufactured using synthetic fiber woven webbing capable of being cut to release the mobile seating device in case of an emergency condition which would preclude using the normal release function of the tie-downs.

4.3.a.8. All securement straps for mobile seating devices must be marked indicating that they meet the requirements of WC18.

4.3.b. Occupant Restraints.

4.3.b.1. An occupant restraint must be included as part of each securement system. The occupant securement must consist of a retractable pelvic restraint and upper torso restraint.

4.3.b.2. The occupant restraint system including all hardware (attachment bolts, track, etc.) shall have been successfully tested in combination with a mobile seating device securement system to meet minimum impact forces of 20 G, 30 MPH deceleration to simulate a frontal impact on the transport vehicle per WC18.

4.3.b.3. All attachment or coupling systems designed to be connected and disconnected frequently must be operable by an adult without the use of tools or other mechanical assistance.

4.3.b.4. The mobile seating device restraint should be retractable and independent of the occupant restraint and designed so that the weight of the wheelchair is not absorbed by the occupant.

4.3.b.5. Adjustment devices, quick-release buckles, and webbing used in the construction of the occupant restraint system must meet requirements of FMVSS 209 and 222.

4.3.b.6. The pelvic restraint must be easily adjusted to fit a range of occupant sizes and contain a quick-release buckle. The upper torso restraint must be adjustable to fit a range of occupant sizes and be easily attached and disengaged from the pelvic restraint.

4.3.c. The manufacturer of the restraint systems must supply detailed instructions regarding the installation and use of the system, including mounting of attachment hardware or track, suggested angles for attaching tie-downs, and proper placement and positioning of the occupant restraint.

4.3.d. Padding or elimination of projections of structure or other similar elements must be considered in areas adjacent to the securement area of the mobile seating device.

4.3.e. Restraining Devices.

4.3.e.1. Seat frames shall be equipped with attachments or devices to which belts, restraining harnesses, or other devices may be attached.

4.3.e.2. Attachment framework or anchorage devices, if installed, shall conform to FMVSS 210.

4.4. Fire Blanket and Evacuation Aid.

4.4.a. Fire blanket shall be provided with a storage pouch, mounted to the wall conveniently located and identified as a fire blanket.

4.4.a.1. The fire blanket shall meet CRR 16 part 1610 standard for flammability of clothing.

4.4.a.2. The blanket shall be approximately 62 inches X 80 inches.

4.4.b. An evacuation aid shall be provided with a storage pouch, mounted to the wall conveniently located and identified as an evacuation aid and constructed with fire-resistant material.

4.5. Passenger Capacity Rating. (See Certification in School Bus Chassis section.)

4.6. Power Lift.

4.6.a. The power lift shall be located on the right side behind the rear wheel of the bus body.

4.6.a.1. Vehicle lift and Installation.

4.6.a.1 A. Vehicle lifts and installations shall comply with the requirements set forth in FMVSS 403, Platform Lift Systems for Motor Vehicles, and FMVSS 404, Platform Lift Installations in Motor Vehicles.

4.6.a.1.B. The lift system must be made to prevent accidental brake application while the bus is in motion.

4.6.a.1.C. The lift activation switch shall be green in color or outlined in green.

4.6.b. Lift Capacity.

4.6.b.1. The lifting mechanism and platform shall be capable of operating effectively with a wheelchair and occupant mass of at least 1000 pounds.

4.7. Restraining Devices, Passenger Seats.

4.7.a. Seat frames shall be equipped with attachments or devices to which belts, restraining harnesses, or other devices may be attached.

4.7.b. Attachment framework or anchorage devices, if installed, shall conform with FMVSS 210.

5. Specifications for Multi-Functional School Activity Bus (MFSAB).

5.1. The vehicle must comply with the Definition of a Multifunction School Activity Bus (MFSAB) in the FMVSS as listed in 49 CFR Part 571, which is the National Highway Traffic Safety Administration's Final Rule on this vehicle. The primary purpose of this vehicle is to transport children, and as such, it must comply with all applicable FMVSS, Americans with Disabilities Act of 1990 (ADA), and other standards for

this type of vehicle including the West Virginia Minimum School Bus Specifications. It must be purchased or leased as a new bus and may only be used for extra-curricular activities. These buses may not be used to transport students to and from schools or between schools for the purpose of attendance. In addition, the vehicle must have been inspected and received a satisfactory evaluation from the WVDE. Vehicles shall be of the latest model year in standard production and have parts that are stocked and warranty service that is available at one or more points in West Virginia or border states.

5.2. The MFSAB is designed to provide all of the crash safety standards that can be found on a traditional school bus, but without the “flashers and signs” that traditional school buses need for frequent pick-up and drop-off at school bus stops. The vehicle will not have the specialized warning devices such as stop signs and warning lights, and it will not be school bus yellow.

5.2.a. The following exception to the West Virginia Minimum Specifications for School Buses shall be allowed for these vehicles:

5.2.a.1. COLOR: The local school with school system approval may determine the color of the activity bus. The color scheme may utilize any combination of up to three colors. This combination may be in addition to an optional white roof. The color National School Bus Yellow (SBMTC-008 Publication) shall not be used as a part of the color scheme. School systems and/or vendors shall submit preliminary color schemes to the WVDE, Office of School Facilities and Transportation for approval prior to the purchase or manufacture of an MFSAB.

5.3. Identification.

5.3.a. The bus body shall bear the words “ACTIVITY BUS” in a contrasting color at least eight inches in height in the area where “school bus” is normally positioned. Lettering and numbering shall conform to FMVSS and West Virginia Minimum Specifications and shall meet reflectivity standards. Bus numbering on this bus may be of a contrasting color.

5.3.b. The name of the school system shall be displayed in at least six inch letters on both sides of the bus in the beltline area. No signs or logos shall be applied to any area of the bus including the bumpers. The name of the school may be displayed in the beltline area. No signs, logos, or other items shall be displayed on the windows of the bus.

5.4. Lighting and Warning Devices.

5.4.a. All activity buses shall meet state and federal standards for normal school bus lighting and warning device requirements with the following exceptions.

5.4.a.1. MFSABs may not be equipped with alternately flashing amber or red signal lamps used for loading and unloading students.

5.4.a.2. MFSABs may not be equipped with stop arm signals or crossing control arms.

5.5. Seat Belts.

5.5.a. Three-point lap-shoulder belts will be supplied for any MFSAB with a GVWR of 10,000 pounds and under.

5.5.b. Shoulder belts supplied must be fully retractable and the anchorage must meet FMVSS-210.

5.6. Seating.

5.6.a. All MFSAB buses shall have seats that comply with FMVSS-222.

5.6.b. If the GVWR is 10,000 pounds and under, then it must also be equipped with three-point lap-shoulder belts certified to meet appropriate FMVSS standards.

5.6.c. School systems and/or vendors shall submit preliminary seating schemes to the WVDE, Office of School Facilities and Transportation for approval prior to the purchase or manufacture of a MFSAB.

5.6.c.1. Successful vendor shall coordinate with the agency issuing the purchase order in the selection of material and color and type of seats.

6. School Bus Type Definitions.

6.1. TYPE A. A conversion or bus constructed utilizing a cutaway front-section vehicle with a left side driver's door. This shall include two classifications: Type A-I, with a Gross Vehicle Weight Rating (GVWR) 14,500 pounds or less; and Type A-II, with a GVWR of greater than 14,500 and less than or equal to 21,500 pounds.

6.2. TYPE C. Constructed utilizing a chassis with a hood and front fender assembly. The entrance door is behind the front wheels; it is also known as a conventional school bus. This type also includes a cutaway truck chassis or truck chassis/cab with or without a left side-door and a GVWR greater than 21,500 pounds.

6.3. TYPE D. Constructed utilizing a stripped chassis. The entrance door is ahead of the front wheels; it is also known as transit-style school bus or forward control bus.

6.4. SPECIALLY EQUIPPED. Designed, equipped, or modified to accommodate students with special needs.

7. Specifications for Compressed Natural Gas (CNG) Buses; CNG – Fuel Conversion.

7.1. Conversion and Maintenance.

7.1.a. Conversion and maintenance is to be performed only under the supervision of an individual who has satisfactorily completed a training program provided by a CNG original equipment manufacturer.

7.1.b. A training program shall involve the mechanics of installation, maintenance, repair, trouble shooting, and safety procedures.

7.2. CNG Vessels on School Bus.

7.2.a. Each CNG fuel supply vessel shall be constructed and inspected in accordance with the latest version of the National Fire Protection Association (NFPA) 52 standards.

7.2.b. Installation of CNG containers shall comply with FMVSS No. 304, Compressed Natural Gas Fuel Container Integrity.

7.2.c. The CNG Fuel System shall comply with FMVSS No. 303, Fuel System Integrity of Compressed Natural Gas Vehicles.

7.3. Mounting Vessels to School Bus.

7.3.a. All safety devices that may discharge shall be vented to the outside of the vehicle.

7.4. Fuel Lines.

7.4.a. Fuel lines shall be permanently secured at intervals of not more than two feet with aviation type clamps, and shall be placed in such a manner as to minimize the possibility of damage due to vibrations, strains, or wear.

7.4.b. Any fuel line passing through, under, or over a structural member shall be protected by rubber grommets or tubing. Loops in the fuel lines shall be provided at appropriate stress points.

7.4.c. An automatic natural gas shut-off valve or solenoid shall be provided as an integral part of the regulator package assembly.

7.4.d. A manual shut-off valve shall be installed between the vessels and the regulator.

7.4.d.1. This shut-off valve shall be readily accessible to the operator, be protected from rocks and other forms of debris, and be on the curb-side of the bus where possible.

7.4.d.2. Such shut-off valve shall be clearly marked with reflective material.

7.4.d.3. If access is gained by cutting a hole in the side of the bus, suitable protective material shall be placed around the edge of the hole.

7.4.d.4. Wherever possible, the manual shut-off valve should be located as close as possible to the CNG vessels.

7.5. Vehicle Refueling Connection.

7.5.a. The fueling systems shall be equipped with a backflow check-valve that will prevent the return flow of gas from vessel(s) to the filling connection.

7.5.b. All school buses shall be fitted with a refueling interlock system to prevent the bus from being moved on its own power during a refueling operation.

7.5.c. The fueling connection shall meet the standards of NFPA 52.

7.5.d. The filler hose vent valve on the refueling probe shall be directed away from the operator.

7.6. Labeling Required.

7.6.a. CNG vessel area labels showing CNG vessel I.D., hydrostatic test data, and CNG vessel master manual shut-off valve location are required.

7.6.b. Engine compartment labels to include CNG warning and instructions to mechanics including the following:

7.6.b.1. CNG fueled vehicle.

7.6.b.2. system service pressure.

7.6.b.3. installer's name or company.

7.6.b.4. vessel retest date(s) or expiration.

7.6.b.5. total vessel water volume in gallons (liters).

7.7. CNG Equipment.

7.7.a. Manufacturers wishing to deal in CNG equipment in West Virginia must meet all applicable federal and state requirements.

7.8. Limit of Flammability.

7.8.a. Natural gas introduced into any system covered by this standard shall have a distinctive odor potent enough for its presence to be detected down to a concentration in air of not over 1/5 of the lower limit of flammability.

8. Specifications for Liquefied Petroleum Gas (LPG) Buses.

8.1. LPG Vessels on School Buses.

8.1.a. The fuel system shall comply with the latest version of NFPA 58 Liquefied Petroleum Gas Code. The fuel system integrity shall meet the specified leakage performance standards when impacted by a moving contoured barrier in accordance with test conditions specified in FMVSS 301 and Commercial Motor Vehicle Safety Standards (CMVSS) 301.1 Fuel System Integrity for Liquefied Petroleum Gas.

8.1.b. Propane valves shall be protected by guards or expanded steel grating.

8.1.c. Steel vessels must have protective paint coating.

8.1.d. A manual shut-off valve for maintenance shall be installed.

8.1.d.1. This valve shall be accessible to the operator, be protected from rocks and other forms

of debris, and be located on the curb-side of the bus where possible.

8.1.d.2. The valve location shall be clearly marked on the side of the bus.

8.1.d.3. Wherever possible, the valve should be located as close as possible to the LPG vessels.

8.2. Fuel Lines.

8.2.a. Fuel lines shall be permanently secured at intervals of not more than two feet.

8.2.b. Fuel lines shall be placed in such a manner as to minimize the possibility of damage due to vibrations, strains, or wear.

8.2.c. A fuel line passing through, under, or over a structural member shall be protected by grommets or tubing.

8.3. Fuel System Filtration.

8.3.a. Fuel filter shall be a high-capacity, high-flow LPG specific filter which is rated at five microns.

8.4. Venting.

8.4.a. All safety devices that discharge to the atmosphere shall be vented to the outside of the vehicle.

8.4.b. The discharge line from the safety relief valve on all school buses shall be located at the rear of the vehicle on the driver's side with the relief nozzle pointing to the ground.

8.4.c. Discharge lines shall not pass through the passenger compartment.

8.5. Vehicle Refueling Connection.

8.5.a. The vehicle shall be equipped with a receptacle with Aerospace Civil and Mechanical Engineering (ACME) thread and dust cap.

8.5.b. The fueling systems shall be equipped with a backflow check-valve that will prevent the return flow of propane fuel.

8.5.c. The fueling connection shall meet the standards of the latest version of NFPA 58.

8.6. Labeling Required.

8.6.a. Propane vessel shall be labeled per American Society of Mechanical Engineers (ASME) requirements.

8.6.b. Engine compartment labels are to include LPG warning and instructions to mechanics

including the following:

8.6.b.1. system service pressure.

8.6.b.2. installer's name or company.

8.7. LPG Equipment.

8.7.a. Manufacturers wishing to deal in LPG equipment in West Virginia must meet all applicable federal and state requirements.

8.8. Engine.

8.8.a. Engine retarder is not required.

8.8.b. An idle limiter is not required.

8.8.c. Warranty for the engine shall be a minimum five years/100,000 miles.

8.9. Transmission.

8.9.a. Allison 2300 series is acceptable.

8.9.b. Ford 6R140 is acceptable.

8.9.c. Retarder is not required.

8.9.d. Synthetic fluid is not required.

8.9.e. Warranty shall be a minimum of five years/100,000 miles.

8.10. Differential.

8.10.a. A limited slip differential is acceptable.

8.11. Air Compressor.

8.11.a. The air compressor shall be rated at a minimum of 13.2 CFM.

8.12. Block Heater.

8.12.a. A block heater is not required.

8.13. Exhaust System.

8.13.a. The exhaust system shall meet the manufacturer's specification but shall be flush with the body and not exceed one inch outside the bus body.

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ATTACHMENT B

WEST VIRGINIA MINIMUM REQUIREMENTS FOR DESIGN AND EQUIPMENT OF ELECTRIC SCHOOL BUSES

1. ELECTRIC DRIVE

1.1. The West Virginia Minimum Requirements for Design and Equipment of School Buses is the primary specification for all school buses in West Virginia pursuant to §126CSR92. This document is supplemental to that specification and is applicable to electric buses only, and if a conflict exists between that specification and this section, this section shall supercede all applicable provisions of the primary specification shall be adhered to unless specifically mentioned in this supplement. This specification is for new electric school buses only and does not allow for the modification of any existing school bus.

2. TRAINING FOR LOCAL SCHOOL PERSONNEL

2.1. The successful bidder shall be required to provide training for first responders, state personnel, supervisors, county school bus mechanics and bus operators in the safe and efficient operation, inspection, repair and maintenance of the bus. This training may be provided at multiple locations around the state in response to local demand. Class content, location and frequency shall be approved by the WVDE.

3. COMPLIANCE WITH FMVSS

3.1. All electric systems shall be in full compliance with all applicable Federal Motor Vehicle Safety Standards (FMVSS) and all Society of Automotive Engineers (SAE) standards that are applicable at time of manufacture.

4. CHARGING

- 4.1. Charging connection point shall be outside the passenger compartment.
- 4.2. While charging, the transmission/propulsion system shall be rendered inoperative.
- 4.3. Shall have AC and/or DC charging capabilities with standard SAE J1772 CCS1 connector.
- 4.4. Shall be V2G (Vehicle to Grid) capable.
- 4.5. Wireless charging is permissible.

5. ELECTRIC POWER SOURCE (BATTERY)

- 5.1. Shall not be located in or accessible from the interior of the school bus.
- 5.2. Shall be designed to prevent the passenger compartment from becoming energized.
- 5.3. All batteries shall be designed to prevent any dangerous fluids or fumes from entering the passenger area.
- 5.4. There shall be a disconnect switch or device to shut-off the high voltage components at the power source in the event of a crash.
- 5.5. Battery packs shall be appropriately heated and cooled.

5.6. High voltage Battery warranty shall be a minimum of 8 years/100,000 miles. Excludes vehicles using Vehicle-to-Grid (V2G) or used to export power.

6. HEATING

6.1. Heaters shall be capable of heating the passenger and driver's compartments.

7. INSTRUMENT DISPLAY

7.1. The instrument display panel must contain:

7.1.a. an indication showing the state of charge (power and /or range).

8. MARKINGS

8.1. The outer layer of insulation or wiring conduit for drive system high-voltage wiring shall be industry standard orange color.

8.2. All high-voltage components shall be labeled with a High Voltage marking/warning.

8.3. An electric vehicle identifying label shall be affixed on the right rear corner of the bus body.

8.4. An additional label shall be applied to the right side of the bus rearward of the entrance door and to the left side of the bus aft of the driver's window.

9. OPERATING RANGE

9.1. Shall be OEM design which is capable of operating with a range of 100 miles or more.

10. POWER DISCONNECT

10.1. A power disconnect device or a switch to disable high voltage shall be provided.

10.2. This disconnect device or switch shall be clearly marked.

10.3. If located inside a compartment, the compartment shall be clearly marked.

10.4. This device or switch shall not be in or accessible from the passenger area.

11. POWER REGENERATION

11.1. Regenerative braking shall be required.

12. PROPULSION SYSTEM /DRIVETRAIN

12.1. Shall be of sufficient power and torque to propel the vehicle fully loaded up to 65 mph.

12.2. Propulsion system warranties shall be a minimum 5 years/100,000 miles.

13. SEATING

13.1. All seats shall be mounted to eliminate contact with batteries and underside of the bus if seat replacement or reconfiguration is necessary.

14. SOUND GENERATION

14.1. All electric school buses shall produce a sound for pedestrian alert while in motion under 15 mph.

Attachment_C 1 (to amend Attachment_A and Attachment_B)

1.3. Back Up Alarms

1.3.a. All buses shall be equipped with an audible electrical warning device, automatically actuated when the bus is in reverse gear.

1.3.b. The device shall be of 112 decibels (DB), meeting Society of Automotive Engineers (SAE) J994B. The device shall be mounted behind the rear axle. And shall emit an intermittent sound.

1.3.c. Variable sound is not permitted

1.8. Electrical Systems

1.8.a.1. Diesel Power: Three Group 31 batteries with a minimum of 1950 cold cranking amps (CCA) total are required. Gasoline/propane-powered buses shall have a minimum of two batteries with a minimum of 1300 CCA. Electric-powered buses shall be the manufacturer's standard.

1.8.a.5. There shall be a manual noise suppression switch installed in the control panel. The switch shall be labeled and shall be yellow in color. This switch shall be an on/off type, not a momentary type, that deactivates body and chassis equipment that produces noise, including, at least, the AM/FM radio, heaters, air conditioners, fans and defrosters. This switch shall not de-activate safety systems, such as windshield wipers or lighting systems. Exception: Electric Vehicle (EV) roof mounted A/C with integrated condenser can be left running and the fan shall be set on low.

1.10. Frame

1.10.a. Frame rails less than 50,000 psi must be reinforced to prevent cracking. Exception: integrated truss chassis.

1.11. Fuel Tank

1.11.a. The fuel tank on all gas and diesel buses, 47 passengers and above, shall have a minimum capacity of 60 gallons with a 55-gallon actual draw. It shall be filled and vented outside of the body. Construction will prevent the spillage or drainage of fuel on any part of the exhaust system. The fuel tank shall be the manufacturer's standard. All fuel tanks shall be constructed per the manufacturer's standards and with corrosion-resistant material. Fuel tank shall be ordered with polyurea coating.

1.11.b. Exception: Type A vehicles will come with the manufacture's standard.

2.9. First Aid Kit

2.9.b. The minimum requirement is the current NSTSP specification.

2.14. Identification

2.14.a. Illuminated and reflective school bus signs are required on the front and rear of the bus.

2.17. Lamps and Signals

2.17.a. All lamps, including installation, shall conform to current standards and recommendations of SAE, West Virginia Motor Vehicle Law and FMVSS 108. All exterior and interior lamps including headlights shall be light emitting diode (LED).

2.17.a. All lamps, including installation, shall conform to current standards and recommendations of SAE, West Virginia Motor Vehicle Law and FMVSS 108. All exterior and interior lamps shall be light emitting diode (LED).

2.17.e. Roof Mounted Strobe Lamp

2.17.e.1. An LED strobe lamp, white in color, shall be mounted on the roof of the school bus.

2.25. Storage Compartment

2.25.a. Two compartments of adequate strength and capacity for storage of tire chains and other equipment shall be provided on either side or both on the same side.

2.27. Video Equipment

2.27.b.5. A video monitoring system for passing stopped school buses must include the minimum system requirements established by W. Va. Code §17C-12-8. A forward-facing camera shall be installed.

4.2. GENERAL Requirements

4.2.a. Each securement system location shall have a minimum clear floor area of 30 inches x 54 inches. The front and rear securement points measured from center to center must be located no less than 54 inches apart. Additional floor area may be required for some applications. Consultation between the user and the manufacturer is recommended to ensure adequate area is provided in the event more securement locations are needed.

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: Mark Atkins

Printed Name: Mark Atkins

Title: Buyer Supervisor

Date: 12/02/2024

Vendor Name:

By: Larry Fowler

Printed Name: Larry Fowler

Title: Sales Manager

Date: 11/21/24

**EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

W. Va. CSR § 148-1-5

West Virginia Code of State Rules

Title 148. Department of Administration

Legislative Rule (Ser. 1)

Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

1. TRANSIT UNITS:

71 PASSENGER

	230HP, FE	\$	-		
	230HP, RE	\$	-		
	ELECTRIC	\$	-		
	GASOLINE	\$	-		
DELIVERY TO CHARLESTON, WV - DIESEL		\$	-		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	-		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	-		

77 PASSENGER

	230HP, FE	\$	-		
	230HP, RE	\$	-		
	ELECTRIC	\$	-		
	GASOLINE	\$	-		
DELIVERY TO CHARLESTON, WV - DIESEL		\$	-		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	-		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	-		

84 PASSENGER

	245HP, FE	\$	154,837.00		
	245HP, RE	\$	173,745.00		
	ELECTRIC	\$	-		
	GASOLINE	\$	-		
DELIVERY TO CHARLESTON, WV - DIESEL		\$	750.00		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	-		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	-		

89 PASSENGER

	245HP, FE	\$	155,289.00		
	245HP, RE	\$	174,186.00		
	ELECTRIC	\$	-		
	GASOLINE	\$	-		
DELIVERY TO CHARLESTON, WV - DIESEL		\$	750.00		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	-		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	-		

2. CONVENTIONAL UNITS:**24 PASSENGER**

TYPE A	130HP	\$	-		
TYPE A	LPG Fueled	\$	-		
TYPE A	Gasoline	\$	93,538.00		
TYPE A	Electric	\$	282,213.00		
DELIVERY TO CHARLESTON, WV		\$	750.00		

30 PASSENGER

TYPE A	130HP	\$	-		
TYPE A	LPG Fueled	\$	-		
TYPE A	Gasoline	\$	94,052.00		
TYPE A	Electric	\$	282,728.00		
DELIVERY TO CHARLESTON, WV		\$	750.00		

35 PASSENGER

	Regular - 200HP	\$	108,043.00		
	Regular - LPG Fueled	\$	-		
	Regular - Gasoline	\$	117,952.00		
	Regular - Electric	\$	-		
DELIVERY TO CHARLESTON, WV		\$	750.00		

47 PASSENGER

	Regular - 220HP	\$	115,879.00		
	Regular - LPG Fueled	\$	-		
	Regular - 210HP	\$	115,879.00		
	Regular - Electric	\$	-		
	Regular - Gasoline	\$	125,945.00		
DELIVERY TO CHARLESTON, WV - F/47 Diesel		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/47 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/47 Gasoline		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/ ELECTRIC		\$	-		

2. CONVENTIONAL UNITS:**53 PASSENGER**

	Regular - 220HP	\$	119,362.00		
	Regular - LPG Fueled	\$	-		
	Regular - 210HP	\$	119,362.00		
	Regular - Electric	\$	368,001.00		
	Regular - Gasoline	\$	128,935.00		
DELIVERY TO CHARLESTON, WV - F/53 Diesel		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/53 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/53 Gasoline		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/Electric		\$	1,500.00		

59 PASSENGER

	Regular - 220HP	\$	120,099.00		
	Regular - LPG Fueled	\$	-		
	Regular - Electric	\$	-		
	Regular - Gasoline	\$	129,832.00		
DELIVERY TO CHARLESTON, WV - F/59 Diesel		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/59 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/59 Gasoline		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/ Electric		\$	-		

65 PASSENGER

	Regular - 230HP	\$	124,817.00		
	Regular - LPG Fueled	\$	-		
	Regular - Electric	\$	377,631.00		
	Regular - Gasoline	\$	133,929.00		
DELIVERY TO CHARLESTON, WV - F/65 Diesel		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/65 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/65 Gasoline		\$	750.00		
DELIVERY TO CHARLESTON, WV - F Electric		\$	1,500.00		

2. CONVENTIONAL UNITS:

71 PASSENGER

	Regular - 230HP	\$	125,225.00		
	Regular - LPG Fueled	\$	-		
	Regular - Electric	\$	378,071.00		
	Regular - Gasoline	\$	134,895.00		
DELIVERY TO CHARLESTON, WV - F/71 Diesel		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/71 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/71 Gasoline		\$	750.00		
DELIVERY TO CHARLESTON, WV - F / Electric		\$	1,500.00		

77 PASSENGER

	Regular - 230HP	\$	132,884.00		
	Regular - LPG Fueled	\$	-		
	Regular - Electric	\$	380,951.00		
	Regular - Gasoline	\$	140,899.00		
DELIVERY TO CHARLESTON, WV - F/77 Diesel		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/77 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/77 Gasoline		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/ Electric		\$	1,500.00		

81 PASSENGER

	Regular - 240HP	\$	133,049.00		
	Regular - LPG Fueled	\$	-		
	Regular - Electric	\$	-		
	Regular - Gasoline	\$	142,000.00		
DELIVERY TO CHARLESTON, WV - F/81 Diesel		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/81 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/81 Gasoline		\$	750.00		
DELIVERY TO CHARLESTON, WV - F/ Electric		\$	-		

83 PASSENGER

	Regular - 240HP	\$	-		
	Regular - LPG Fueled	\$	-		
	Regular - Electric	\$	-		
	Regular - Gasoline	\$	-		
DELIVERY TO CHARLESTON, WV - F/83 Diesel		\$	-		
DELIVERY TO CHARLESTON, WV - F/83 Propane		\$	-		
DELIVERY TO CHARLESTON, WV - F/83 Gasoline		\$	-		
DELIVERY TO CHARLESTON, WV - F/ Electric		\$	-		

3. SPECIAL NEEDS - CONVENTIONAL UNITS:**35 PASSENGER**

	200HP	\$	-		
	LPG Fueled	\$	-		
	Electric	\$	-		
	GASOLINE	\$	-		
DELIVERY TO CHARLESTON, WV - DIESEL		\$	-		
DELIVERY TO CHARLESTON, WV - LPG		\$	-		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	-		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	-		

47 PASSENGER

	220HP	\$	119,967.00		
	LPG Fueled	\$	-		
	Electric	\$	-		
	GASOLINE	\$	128,799.00		
DELIVERY TO CHARLESTON, WV - DIESEL		\$	750.00		
DELIVERY TO CHARLESTON, WV - LPG		\$	-		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	-		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	750.00		

53 PASSENGER

	220HP	\$	123,500.00		
	LPG Fueled	\$	-		
	Electric	\$	373,497.00		
	GASOLINE	\$	133,100.00		
DELIVERY TO CHARLESTON, WV - DIESEL		\$	750.00		
DELIVERY TO CHARLESTON, WV - LPG		\$	-		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	1,500.00		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	750.00		

59 PASSENGER

	220HP	\$	129,849.00		
	LPG Fueled	\$	-		
	Electric	\$	-		
	GASOLINE	\$	139,656.00		
DELIVERY TO CHARLESTON, WV - DIESEL		\$	750.00		
DELIVERY TO CHARLESTON, WV - LPG		\$	-		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	-		
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	750.00		

65 PASSENGER				
	230HP	\$	133,681.00	
	LPG Fueled	\$	-	
	Electric	\$	384,550.00	
	GASOLINE	\$	143,223.00	
DELIVERY TO CHARLESTON, WV - DIESEL		\$	750.00	
DELIVERY TO CHARLESTON, WV - LPG		\$	-	
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	1,500.00	
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	750.00	

71 PASSENGER				
	230HP	\$	133,238.00	
	LPG Fueled	\$	-	
	Electric	\$	384,998.00	
	GASOLINE	\$	142,795.00	
DELIVERY TO CHARLESTON, WV - DIESEL		\$	750.00	
DELIVERY TO CHARLESTON, WV - LPG		\$	-	
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	1,500.00	
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	750.00	

77 PASSENGER				
	230HP	\$	140,610.00	
	LPG Fueled	\$	-	
	Electric	\$	386,678.00	
	GASOLINE	\$	149,895.00	
DELIVERY TO CHARLESTON, WV - DIESEL		\$	750.00	
DELIVERY TO CHARLESTON, WV - LPG		\$	-	
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	1,500.00	
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	750.00	

81 PASSENGER				
	240HP	\$	140,810.00	
	LPG Fueled	\$	-	
	Electric	\$	-	
	GASOLINE	\$	149,998.00	
DELIVERY TO CHARLESTON, WV - DIESEL		\$	750.00	
DELIVERY TO CHARLESTON, WV - LPG		\$	-	
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$	-	
DELIVERY TO CHARLESTON, WV - GASOLINE		\$	750.00	

83 PASSENGER				
	240HP	\$	-	
	LPG Fueled	\$	-	
	Electric	\$	-	
	GASOLINE	\$	-	
DELIVERY TO CHARLESTON, WV - DIESEL		\$	-	
DELIVERY TO CHARLESTON, WV - LPG		\$	-	
DELIVERY TO CHARLESTON, 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 120 calendar days. This does not include "letters of intent".

Buses will be delivered within 365 calendar days of ARO.

Vendor Name: MATHENY MOTOR TRUCK COMPANY

Address: PO BOX 1304

Phone: 304-485-4418

Fax: 304-489-0061

Email: LFOWLER@MATHENYMOTORS.COM

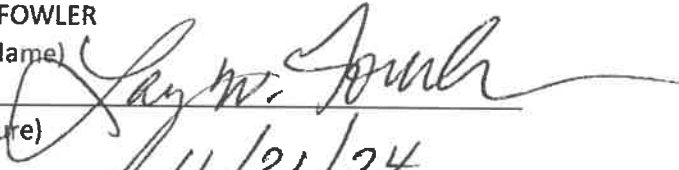
Vendor's Representative:

LARRY FOWLER

(Print Name)

(Signature)

(Date)


11/21/24