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: 11-18-2024

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 MVTRUCK25D 1	**Procurement Folder:**	1565712
Document Name:	MVTRUCK25D - 2025 OR LATEST MODEL VEHICLE	**Reason for Modification:**	
Document Description:	(Original Folder No.: 1530726)	AWARD of CRFQ SWC2500000003	
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2024-11-15
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2025-11-14

VENDOR

Vendor Customer Code: VC0000057321
MATHENY MOTOR TRUCK CO dba Matheny Ford LLC
308 3RD ST

ST MARYS WV 26170
US
Vendor Contact Phone: 304-485-4418 **Extension:** 1619

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Mark A Atkins
Requestor Phone: (304) 558-2307
Requestor Email: mark.a.atkins@wv.gov

2025
FILE LOCATION _____

INVOICE TO

VARIOUS AGENCY LOCATIONS

AS INDICATED BY ORDER

No City WV 99999

US

SHIP TO

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999

US

CR 11-19-24

Purchasing Division's File Copy

Total Order Amount:	Open End

MA 11/18/2024

PURCHASING DIVISION AUTHORIZATION
DATE: 11/18/24
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: John S. Grow 11/21/2024
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 11-21-24
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, MATHENY MOTOR TRUCK CO dba Matheny Ford LLC, agrees to enter with the State of West Virginia, into an Open-End Statewide Contract to provide 2025 or Latest Model Motor Vehicles per the Specifications, Terms & Conditions, Bid Requirements, Addendum_1 issued 10/21/2024, and the Vendors' bid received 10/29/2024, incorporated herein by reference and made apart thereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25100000			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: MVTRUCK25

Extended Description:
MVTRUCK25 - 2025 or latest model vehicle:

Note: See attached Exhibit_A Pricing Page(s) for Contract pricing.
If vendor is submitting a bid online, Vendor should enter $0.00 in the Oasis commodity line.

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 of 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.

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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: _____ 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.

☑ Garage Keepers Insurance in at least an amount of $1,000,000.00 per occurrence will be acceptable in lieu of Commercial General Liability Insurance as listed above.

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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) JACOB WADE COMMERCIAL ACCT. MGR.

(Address) 308 3RD ST. ST MARYS, WV 26170

(Phone Number) / (Fax Number) 304 684-9625 - 304 684-9025

(email address) jwade@mathenymotors.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, 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 FORD, LLC
(Company)

(Signature of Authorized Representative)

JACOB WADE COMMERCIAL ACCT. MGR 10/28/24
(Printed Name and Title of Authorized Representative) (Date)

304 684-9625 / 304 684-9025
(Phone Number) (Fax Number)

jwade@mathenymotors.com
(Email Address)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of all State Agencies and political subdivisions to establish a Statewide, Open-End contract for 2025, or latest model year, Motor Vehicles – Classes 20-40.

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 **"CNG/ Bi-fuel motor vehicle"** means a motor vehicle that can operate on either an alternative - Certified Natural Gas or conventional fuel based on driver selection.

   2.2 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

   2.3 **"E85"** means an alternative fuel that is a high-level gasoline-ethanol blend containing 51% to 83% ethanol, depending on geography and season.

   2.4 **"Flexible fuel motor vehicle"** means a vehicle that can operate on a combination of alternative and conventional fuels concurrently.

   2.5 **"Gross Vehicle Weight Rating (GVWR)"** means the maximum loaded weight (including curb weight, operator & passenger weight, and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.

   2.6 **"Hybrid"** means Hybrid-electric vehicle which uses a combination of a gasoline engine and electric motor(s). (See Section 3.1.1.3)

   2.7 **"Manufacturer/Brand"** means the name of the maker of the contract item which will be supplied by the vendor.

   2.8 **"Model & Number"** means the model name and model number associated with the contract item as defined by the manufacturer.

   2.9 **"OEM"** means Original Equipment Manufacturer.

   2.10 **"Powertrain"** means the group of components used to transmit engine power to the wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft, and rear-axle gears.

2.11 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit_A and used to evaluate the Solicitation responses.

2.12 "QVM" means Qualified Vehicle Modifier.

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

2.14 "Vehicle class" means the designation of motor vehicle types that include sedans, sport utility vehicles, and trucks, or different categories of vehicles according to requirements specified herein.

2.15 "Vendor Name" means the company name of the vendor who will be supplying the contract item(s) to the State of West Virginia.

2.16 "Warranty" means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer's responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Vehicle Class 20 thru 40:

3.1.1.1 Standard Equipment Requirements – The following are mandatory as related to the standard equipment requirements of each vehicle class. Each vehicle class must contain the following unless otherwise noted.

A. Automatic Transmission

B. Power Steering

C. Power/ABS Brakes

D. Minimum AM/FM Radio, Bluetooth/handsfree compatible, installed

E. Manufacturer's Standard Tint Glass

F. Exterior power, left and right mirrors

G. License plate mounts located on the front and rear bumpers. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that require both front and rear license plates. Any vehicle delivered without such plate mounts will be rejected.

H. All-season tires

I. Manufacturer's standard spare tire with jack when available as standard equipment unless specifically requested on pricing page.

J. Factory Installed rear window defogger for all vehicles (except regular cab trucks).

K. Front bucket seats for all vehicles except trucks

L. Factory Installed air conditioning. The following vehicle classes must include rear air conditioning and heating – Class 20, 21, and 22.

M. Installed floor mats for all vehicles.

N. Factory Installed front driver and passenger air bags

O. Installed power windows and locks on all doors except for Vans where power windows and locks on all doors are not available as an option from the manufacturer. Van vendors will provide power windows and locks where applicable.

P. Factory installed tilt wheel and cruise control

Q. Factory installed keyless entry

R. Factory installed "fleetside" bed for trucks (excluding Cab & Chassis Classes).

S. Factory installed Reverse/Rear backup camera (excludes Classes 23, 33-40).

T. Splash guards-mud flaps for all trucks.

3.1.1.2 **Unspecified Accessories & Features:** All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included except those which would represent duplication of parts and accessories specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State law, shall be included. Vehicles must have all equipment found on the manufacturer's base model plus other equipment requirements, packages, items, etc. needed to meet the specifications for each order vehicle class placed against the contract.

3.1.1.3 **Fuel Type:** All vehicles shall be gasoline powered unless otherwise stated. Flex fuel (E85). Diesel, CNG/Bifuel, Hybrid should also be quoted if available.

A. All alternative vehicles (Hybrid & CNG/Bi-Fuel) must have the capacity to Travel a minimum of 150 miles before refueling.

B. All-natural gas devices must be OEM or QVM Certified, and EPA approved.

C. **Hybrid Vehicles** must meet the following requirements -

a. Hybrid Vehicles must have both an internal combustion engine and an electric motor.

b. Hybrid Vehicles bid must be capable of driving on only electric power.

3.1.1.4 Pre-delivery inspection: Prior to delivery, all vehicles must be thoroughly inspected and serviced in compliance with the manufacturer's proscribed procedures which includes but is not limited to:

A. Complete vehicle lubrication;

B. Confirm oil level, fill crank case as needed, top off all fluids;

C. Adjust engine to proper operating condition;

D. Verify tire pressure and corrected as necessary;

E. Check front end alignment or four-wheel alignment if applicable, perform alignment if needed, and balance all tires;

F. Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags etc.; Window stickers need to be removed and placed inside the vehicle.

G. Include a minimum of one owner's manual;

H. Upon delivery, the vehicles fuel tanks shall be full of fuel;

I. Include temporary license plate and registration;
   i. Temporary License plate may be waived at the agency's discretion.

J. Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered;

K. No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected;

L. Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.

3.1.1.5 **Workmanship:** Vehicles shall be free from defects that may impair their operation, safety, emissions, and serviceability, or detract from appearance.

3.1.1.6 **Operator's Manuals:** The manufacturer shall furnish with the vehicle at least one copy of all warranty information and handbooks for the vehicle and any special equipment furnished with, or as a part of, the vehicle. This information shall be in hard copy form. The handbooks shall include as a minimum the vehicles operator's manual, vehicle maintenance handbook, and special equipment handbook.

3.1.1.7 **Statement of Origin or Bill of Sale:** Unless otherwise specified, manufacturer's Statement of Origin or Bill of Sale showing the applicable purchase order number for each vehicle procured shall be provided. The document shall be forwarded to the agency's address shown on the equipment contract order prior to shipment. Vehicle safety/emission tests are the responsibility of the requisition agency.

A. All vehicle identification numbers (VIN) must be supplied to the Fleet Management Division by email, referencing the purchase order, release order, or other procurement acquisition, or leasing agreement number, the year, make, model, and color of each vehicle to the following email address: fleet@wv.gov.

This information must be received within ten (10) working days prior to the delivery of each vehicle.

B. Upon delivery of the vehicle, All documentation (Title Application, Statement of Origin, Delivery/Odometer Statement, Lease Agreement, copy of temporary license plate registration, etc.) in original form must be mailed or hand carried to:

Department of Administration
Fleet Management Division
2310 Kanawha Blvd. E,
Charleston, WV 25311
304-352-6079
https://fleet.wv.gov

3.1.1.8 Warranty: The following are mandatory requirements as related to the warranty:

A. Basic Comprehensive Warranty Coverage - The vendor shall provide the vehicle manufacturer's basic whole vehicle warranty. The minimum length of warranty shall be 3 years/36,000 miles and shall cover the entire vehicle (bumper to bumper).

B. Basic Corrosion and Powertrain Warranty Coverage - the vendor shall provide the manufacturers' standard Basic Corrosion and Powertrain Warranty.

C. The warranty shall include furnishing, without cost to the agency, (FOB vendors nearest dealer or branch to vehicle's location), of new parts and assemblies to replace any that failed or malfunctioned within the warranty period. The State may elect to have the corrective work performed at the vendor's location, branch, or dealership, or a manufacturer's factory authorized repair facility, or upon the vendor's approval, at a commercial or Government repair facility. The cost of labor involved in the replacement of the failed or

malfunctioned part(s) or assemblies shall be borne by the vendor.

D. Warranty Extensions - If the vendor receives from any supplier, manufacturer, or subcontractor additional warranty coverage on the whole or any component of the vehicle, in the form of time and/or mileage including any pro rata arrangements, or the vendor generally extends to its commercial customers a greater or extended warranty coverage, the agency shall receive corresponding warranty benefits.

3.1.1.9 Product Conformance: the products provided shall meet the salient characteristics of this specification, conform to the manufacturer's own drawings, specifications, standards and quality assurance practices, and be the same product offered for sale in the commercial market.

3.1.1.10 REPORTS: The Vendor shall provide to the State of West Virginia's primary contact person quarterly utilization reports by vehicle class containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

3.1.1.10.1 Class Number;
3.1.1.10.2 Ordering Entity;
3.1.1.10.3 Purchase Order Number;
3.1.1.10.4 Description;
3.1.1.10.5 Quantity.

These reports must be provided in Excel format and sent via email to the Purchasing Division Buyer (mark.a.atkins@wv.gov) on a quarterly basis as follows:

PERIOD END	REPORT DUE
December 31	January 31
March 31	April 30
June 30	July 31

September 30 October 31

NOTE: Failure to provide the required reports may result in cancellation of contract and exclusion from future bid participation.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the vendors that provide the Contract Items meeting the required specifications for the lowest Unit Price depending on fuel type per vehicle class as shown on the Pricing Pages.

Each vehicle fuel type (Gasoline, Flex-fuel, Diesel, CNG/Bifuel, and Hybrid) contained in a given class, represents an opportunity for a separate bid response. Vendors wishing to bid multiple vehicles for a single classification must submit a separate pricing sheet for each vehicle being bid. The Vendor Name, Manufacturer/Brand and Model Name and Number section should be completed on each pricing page submitted. Each of these vehicle fuel types shall be evaluated independently and awarded to the lowest responsible bidder meeting the specifications of the given vehicle fuel type in that vehicle class.

4.2 Life of Contract: This contract shall become effective upon award and extends for one year or until such time as the vendor notifies the Purchasing Division that the model year build-out date has been reached, unless the vendor chooses to supply next model year vehicles at the price quoted, or until contracts are issued for the next model year.

4.3 Pricing Pages: Vendor should complete the Pricing Pages by responding to the information requested in the "Vendor Name", "Manufacturer/Brand", "Model Name & Number", "Vendor Contact", "Phone Number", "Email Address", "Standard Color Code", "Color Description", and "Unit Price" fields for each vehicle class.

4.3.1 "Unit Price" segment: The Unit Price is the base vehicle price including standard equipment requirements, vehicle requirements and any additional requirements for the given vehicle class.

4.3.2 "Options" segment: Mileage charges for delivery should be listed under the "Options" section of each vehicle class pricing page. FOB Dealership (Deduct) and FOB Other than Metro Charleston refers the delivery charges, that, at time of order, the vendor will add to or deduct from their final bid amount for each vehicle class awarded. If no response is received in either the FOB Dealership (deduct) or FOB Other than Metro Charleston fields, it will be deemed the vendor will not be charging delivery and delivery charges will not be accepted. These options will not be evaluated as part of the award.

General: Vendors should read the complete solicitation documents carefully and complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. 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.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Mark.A.Atkins@wv.gov

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form 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. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Agency Ordering Procedure: WV State Agencies under WV Code 5a-3 (Purchasing Division) shall issue a Delivery Order. The Delivery Order and following corresponding form: DOA-FM-59 Vehicle Request Form shall be submitted to the Department of Administration, Fleet Management Division for approval. If subject to the Governor's Office authority, the Agency shall seek approval prior to issuing the Deliver Order.

The purchase requisition must be thoroughly completed and must contain the following: the contract number from which the vehicle is being procured and must be properly signed by all appropriate parties. Additionally, emergency orders must clearly be stated on the purchase requisition.

Failure to meet the above requirements will result in the requisition being returned to the issuing agency for correction. Please refer to Appendix_G of the Purchasing Division Handbook for additional instructions and examples of delivery order information required.

5.3 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Vehicles may be purchased from this contract by any West Virginia State agency. West Virginia state agencies will either remit payment directly or use a third-party financing company on contract with the State of West Virginia. The Department of Administration, Fleet Management Division (FMD) arranges third-party financing.

The time required for third party financing does not differ from the time required for payment directly from the state as both are normally made within 30 business days from delivery of vehicle and corresponding invoice. Actual time required to process payment may vary.

NOTE: Vendor acceptance of P-Card for payment is not required and dealer documentation fees shall not be permitted for any purchase(s) under this agreement.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 120 working days after orders are received. Vendor shall deliver emergency orders 60 working day(s) 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.

Standard order delivery shall be F.O.B. destination to West Virginia Surplus Property located at 2700 Charles Avenue Dunbar, WV 26064 or to agencies located in the Charleston Metro Area only.

For deliveries made to West Virginia Surplus Property; the vendor must receive prior approval from Surplus Property to deliver vehicles. The delivery request must be made at least five (5) working days in advance. Surplus Property will accept a maximum amount of twenty (20) vehicles per day and no deliveries will be accepted after 3:30 PM, EST. The Surplus Property Vehicles Coordinator can be contacted at 304-766-2626.

For deliveries not made to the West Virginia Surplus Property; all vehicles must be delivered to the "ship to" section indicated on the purchase requisition form. Vendors must contact the Fleet Management Division at 1-855-817-1910 prior to delivery.

The following State Agencies require twenty-four (24) hour advance notice prior to delivery:

Division of Highways	West Virginia State Police
Division of Natural Resources	Higher Education (Colleges)
Division of Forestry	Elected Officials

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. Vendor shall pay liquidated damages in the amount of .5% (.005) of the agency's purchase requisition amount for delivery delays beyond 120 calendar days. This amount will be assessed daily until order is completed in full. The liquidated damages only apply when the vendor does not notify the agency to arrange shipping prior to the 120 days required.

Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

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. The Vendor may add a supplementary per mile charge for delivery to locations other than West Virginia Surplus Property and should provide this information in the "Options" section of each vehicle class pricing page.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that item is 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.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
7.1.2 Failure to comply with other specifications and requirements contained herein.
7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.
7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 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.

8.3 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. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: JACOB WADE
Telephone Number: 304 488-1188
Fax Number: 304 684-5025
Email Address: JWade@MATHERYMOTORS.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: 1530726		**Reason for Modification:**
Doc Description: MVTRUCK25 - 2025 OR LATEST MODEL VEHICLE		ADDENDUM_1
Proc Type: Statewide MA (Open End)		

Date Issued	Solicitation Closes	Solicitation No	Version
2024-10-21	2024-10-29 13:30	CRFQ 0212 SWC2500000003	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 Is published for the following:
1. To publish a response to the questions submitted by Vendors during the Technical Questioning period.

NO OTHER CHANGES

The West Virginia Purchasing Division is soliciting bids on behalf of all State Agencies and political subdivisions to establish a Statewide Open-End Contract for 2025, or latest model year, Motor Vehicles - Class 20 - 40, per attached documents.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25100000			

Extended Description:
MVTRUCK25 - 2025 or latest model vehicle:

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.
If vendor is submitting a bid online, Vendor should enter $0.00 in the Oasis commodity line.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00am EDT:	2024-10-18

SOLICITATION NUMBER: CRFQ 0212 SWC2500000003
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2500000003 ("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

[X] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation:

1. **To publish a response to the questions submitted by Vendors during the Technical Questioning period.**

No other changes made.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Question #1:	Class 25, would a 8' long bed be acceptable?
Response #1:	No, short bed is required.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2500000003

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

MATHENY FORD, LLC
Company

Authorized Signature

10/28/24
Date

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

Class 29 - Automobile
Large Pick Up Regular Cab

Vendor Name:	MATHENY FORD, LLC	**Vendor Contact:**	JACOB WADE/STEVE SKINNER
Manufacturer/Brand:	FORD	**Phone No.:**	304 684-9625
Model Name & Number:	F-350 (F3D)	**Email:**	JWADE@MATHENYMOTORS.C

Vehicle Requirements:

Classification:	Large Pick Up Reg Cab
Drive:	4 Wheel/All wheel
Passenger seating:	2 minimum (including driver)
Doors:	2, minimum
Wheelbase:	140 in., minimum
GVWR:	13,000 lbs. min,
Engine:	8 cylinder minimum for gasoline engines, 6 cylinder minimum for diesel
Off Road Package:	Includes but not limited to: Limited Slip rear axle, traction lock differential, heavy duty engine cooling, skid plates, heavy duty suspension with gas shocks, tow hooks and all terrain tires.
Tow Package:	Factory Complete: Includes integrated electric trailer brake controller, hitch, and wiring
Switches:	Minimum of three (3) Factory Up-Fitter Switches.
Bed:	Long bed (8')
Bedliner:	Installed Spray-In Liner
Snow plow prep package:	Installed
Additional Requirements:	Factory Running Boards/Step Bars, cab length

Manufacturer's Standard Available Colors	
Standard Color Code	**Color Description**
Z1	WHITE

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

Vendor Bid Response:

Vehicle fuel type	Unit Price
Gasoline	$ [redacted]
Flex-fuel	$ 47,598.00
Diesel	$ [redacted]
CNG/Bifuel	$ -

Options:

FOB Dealership: (Deduct)	$ 25.00
FOB Other than Metro Charleston - Per Mile	$ 0.25

*Note - The above delivery "options" above are not evaluated as part of the award.