



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: 11-14-2022

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 0803 0070 DOT2300000027 1	Procurement Folder:	1108822
Document Name:	19,500 Cab/Chassis Diesel/w/Body/Spreader Plow 2 door 4 door	Reason for Modification:	
Document Description:	19,500 Cab/Chassis Diesel/w/Body/Spreader Plow 2 door 4 door		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-11-21
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-11-20

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VC0000057321 MATHENY MOTOR TRUCK CO 308 3RD ST ST MARYS WV 26170 US Vendor Contact Phone: 304-684-9625 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Denise L Brown Requestor Phone: (304) 473-5328 Requestor Email: dee.l.brown@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV 26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

11-15-22.BAR

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

ENTERED

JE 11/14/22

PURCHASING DIVISION AUTHORIZATION
DATE: <i>11/15/22</i>
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: <i>11/16/2022</i>
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: <i>11/16/2022</i>
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Matheny Ford LLC, agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Cab/Chassis Diesel w/Body / Spreader / Plow per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 10/17/2022, Addendum_2 dated 10/31/2022, Addendum_3 dated 11/04/2022 and the Vendor's bid dated 11/09/2022, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25101601			EA	122143.000000
	Service From	Service To			

Commodity Line Description: Complete Unit Cab/Chassis Diesel 2 Door

Extended Description:

Complete Unit Cab/Chassis 2 door diesel w/aluminum dump body/spreader/plow

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	25101601			EA	126708.000000
	Service From	Service To			

Commodity Line Description: Complete Unit Cab/Chassis Diesel 4 door

Extended Description:

Complete Unit Cab/Chassis Diesel 4 door 4 wheel drive w/aluminum dump body/spreader/plow

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	22101538			EA	6164.000000
	Service From	Service To			

Commodity Line Description: Front snow plow

Extended Description:

Front Snow Plow

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	22101610			EA	14314.000000
	Service From	Service To			

Commodity Line Description: 3.0 cu yd V-box spreader

Extended Description:

3.0 cu.yd. v-box spreader

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 Three (3) 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 cancellation, 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

☐ currence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ *****Please make insurance certificate to read as follows:**
State of WV, 1900 Kanawha Blvd.E., Bldg. 5, Charleston, WV 25305

☒ *****State of WV must be listed as additional insured.**

☐

☐

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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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.

Revised 09/12/2022

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 hearth, 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) Steve Skinner

(Address) 308 3rd St. St. Mary's WV 26170

(Phone Number) / (Fax Number) 304-482-7695 / 304-485-4422

(email address) sskinner@matheny motors.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]
(Signature of Authorized Representative)

Mr. Ward
(Printed Name and Title of Authorized Representative) (Date)

304-485-4418 / 304-485-4422
(Phone Number) (Fax Number)

ward@matheny motors.com
(Email Address)

REQUEST FOR QUOTATION
Class 370 19,500 GVWR Cab and Chassis, 4 Wheel Drive with
Aluminum Dump Body, V-Box Spreader and Plow

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a 19,500 GVWR Cab and Chassis, 4 Wheel Drive with Aluminum Dump Body, SS V-Box Spreader and Plow.
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 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1, below and on the Pricing Pages.
 - 2.2 **“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 response.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“G.V.W.R”** means gross vehicle weight rating.
 - 2.5 **“WVDOH”** means West Virginia Division of Highways.
 - 2.6 **“PTO”** means power take off.
 - 2.7 **“HP”** means horsepower.
 - 2.8 **“ABS”** means antilock braking system.
 - 2.9 **“CCA”** means cold cranking amps.
 - 2.10 **“NPT”** means National Pipe Thread.
 - 2.11 **“SAE”** means Society of Automotive Engineers.
 - 2.12 **“JIC”** means Joint Industry Council.
 - 2.13 **“GPM”** means gallons per minute.
 - 2.14 **“ORB”** means O-Ring Boss.
 - 2.15 **“DC”** means direct current.

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- 2.16 "ISO" means International Standards Organization. www.iso.org
- 2.17 "NEMA" means National Electrical Manufacturer's Association. www.nema.org
- 2.18 "MB" means megabyte.
- 2.19 "RAM" means Ram Accessory memory.
- 2.20 "PC" means personal computer.
- 2.21 "PWM" means pulse width modulation.
- 2.22 "CIR" means cubic inches revolution.
- 2.23 "OD" means outside diameter.
- 2.24 "ID" means inside diameter.
- 2.25 "UHMW" means ultra-high molecular weight.
- 2.26 "CR" means cold roll.
- 2.27 "SS" means stainless steel.
- 2.28 "CI" means cubic inch.
- 2.29 "TPE" means thermoplastic elastomer
- 2.30 "IP" means international protection rating.
- 2.31 "SS" means Stainless Steel.

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 **Truck Chassis w/Cab, 4 Wheel Drive**

- 3.1.1.1 The GVWR rating shall be 19,500 Lbs. minimum.
 - 3.1.1.2 Cab to Axle Dimension: shall be 60 inches minimum.

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3.1.1.3 Wheelbase shall be 141" minimum for single cab.
Wheelbase shall be 175" minimum for crew cab.

3.1.1.4 Must have dual rear wheels.

3.1.1.5 The unit specified herein and offered shall be manufactured on or after January 1, 2022 and will be clearly identified and marked with date of manufacture.

3.1.2 Engine-Diesel

3.1.2.1 Must be minimum of 6.7 Liter, liquid cooled, Turbo Diesel engine.

3.1.2.2 Engine shall have factory installed exhaust brake.

3.1.2.3 Shall have engine block heater.

3.1.2.4 Engine shall have manufacturer's largest cooling system available.

3.1.2.5 Shall have minimum of 220-amp alternator.

3.1.2.6 Shall have a minimum of two 750 CCA batteries.

3.1.2.7 Engine shall have stationary idle control system.

3.1.3 Transmission and Transfer Case

3.1.3.1 Automatic Transmission.

3.1.3.2 Transmission shall have live drive PTO mobile and stationary modes with PTO port located on drivers' side.

3.1.3.3 Transmission shall have manufacturer's largest external transmission cooler available.

3.1.3.4 Electric shift or manual on the go 4x4 transfer case.

3.1.3.5 DOT approved back up alarm.

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3.1.4 Cab and Interior Features, Two Door Single Cab, and Four Door Crew Cab

- 3.1.4.1 Cab shall have power windows and locks.
- 3.1.4.2 Heating and air conditioning.
- 3.1.4.3 Shall have tilt steering column.
- 3.1.4.4 Factory electric trailer brake controller.
- 3.1.4.5 Factory up-fitter switches minimum of six (6).
- 3.1.4.6 40/20/40 split vinyl bench seat.
- 3.1.4.7 Black vinyl floor covering.
- 3.1.4.8 AM/FM radio with wireless connectivity.
- 3.1.4.9 Left and right-side heated mirrors.
- 3.1.4.10 License plate mounts front and rear.
- 3.1.4.11 Factory front splash guards and running boards.
- 3.1.4.12 Cab shall have minimum of one (1) 12 Volt auxiliary power outlet.
- 3.1.4.13 One (1) DOT roadside safety kit, including 3 reflective triangles, and one (1) DOT fire extinguisher.
- 3.1.4.14 Cab shall have outside temperature display.
- 3.1.4.15 Cab shall include up-fitter interface module.
- 3.1.4.16 Cab shall have factory rear view camera system.

3.1.5 Suspension, Wheels and Tires

- 3.1.5.1 Shall have front and rear stabilizer bars.
- 3.1.5.2 Snowplow prep package
- 3.1.5.3 Shall have conventional towing capacity of 17,000 lbs. minimum.

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3.1.5.4 Shall have six (6) All-Terrain radial tires with aluminum wheels. Ply rating matched to GVWR rating.

3.1.5.5 Matching spare tire and wheel with jack.

3.1.5.6 Limited slip rear-end.

3.1.5.7 Rear axle ratio shall be 4:88.

3.1.5.8 Manual 4x4 lock in-out front hubs or Automatic hubs.

3.1.5.9 Four-wheel disc or drum brakes with ABS.

3.1.6 Fuel Tank

3.1.6.1 Fuel tank shall be minimum of 38 gallons mounted after rear axle.

3.1.7 General Miscellaneous Items must include:

3.1.7.1 Cab exterior shall be base coat clear coat painted (BY) school bus yellow.

3.1.7.2 Chassis shall be painted black.

3.1.7.3 Must have a valid WV state inspection sticker.

3.1.7.4 Shall have a round 7-way round corrosion resistant trailer plug.

3.1.7.5 Shall have Class 5 receiver hitch.

3.1.7.6 Shall have two front mounted tow hooks.

3.1.7.7 Must have right and left rear poly fenders with stainless steel hardware and rear mudflaps with holders to eliminate mudflap contacting the exhaust.

3.1.7.8 Chassis shall have a SS toolbox mounted on right side with SS mounting hardware Buyers product model #170265001 or equal.

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3.1.7.9 A front end alignment shall be performed after the upfit and before delivery. Vehicles without documentation will not be accepted.

3.2 Dump Body

3.2.1 Aluminum Dump Body Dimensions:

3.2.1.1 Dump body inside minimum length 108 inches.

3.2.1.2 Dump body outside maximum width 96- inches.

3.2.1.3 Dump body maximum side height 18 inches.

3.2.1.4 Rear post maximum height 25 inches.

3.2.1.5 Maximum tailgate height 24 inches.

3.2.1.6 Cab shield length minimum 25 inches.

3.2.2 Dump Body Long Members:

3.2.2.1 Long members shall be 6-inch aluminum channel 3.63 lb. per ft. minimum. Shall match frame width and utilize a 2 inch x 3-inch 60 durometer rubber cushion.

3.2.3 Dump Body Crossmembers:

3.2.3.1 Crossmembers shall be 4-inch channel 1.85 lb. per ft. minimum. Shall not exceed 12 inches on center and be welded to floor and incorporate a minimum of ¼ inch x 3 inch 6061-T6 aluminum gusset to longmember.

3.2.4 Body Side Rail and Dirt Shedder:

3.2.4.1 Shall be formed and integral with side.

3.2.5 Dump Body Top Rails:

3.2.5.1 Dump body top rails shall be extrusion 4-inch x 4 inch 6061 T6 aluminum minimum.

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3.2.6 Dump Body Side Braces:

- 3.2.6.1 Dump body side braces shall be 3.5-inch x 7 inch 6061 T6 minimum extrusions minimum 24-inch centers.

3.2.7 Dump Body Floor Thickness:

- 3.2.7.1 Dump body floor shall be minimum of .250 x 5454-H34 x minimum of 87 inches wide.

3.2.8 Dump Body Sides:

- 3.2.8.1 Minimum .1875 x 5052 – H32 aluminum one piece.

3.2.9 Body Bulkhead:

- 3.2.9.1 Shall be minimum of .1875 x 5052 H32 aluminum one piece.

3.2.10 Cab Shield

- 3.2.10.1 Cab shield shall be minimum of .1875 x 5052 H32 aluminum one-piece construction.

3.2.11 Tailgate

- 3.2.11.1 Tailgate main sheet shall be minimum of .1875 x 5052-H32 with horizontal and vertical braces as required. Shall include integral inverted angle dirt shedder on top brace.
- 3.2.11.2 Tailgate shall have minimum of 1" cold rolled round latch pins and top pins inserted through gussets.
- 3.2.11.3 Tailgate chains shall be minimum of .375" high sheen, clevis removable and covered with nylon mesh.

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3.2.11.4 Tailgate top hardware shall be fast latch design of 304 stainless steel minimum and include retention chains on pull pins.

3.2.11.5 Tailgate banjo plates shall be minimum .375" thick, two per side, four total.

3.2.11.6 Tailgate shall be solid welded construction throughout when possible.

3.2.11.7 Tailgate Shall have electric /hydraulic tailgate release mounted in cab

3.2.12 Side Boards and holders:

3.2.12.1 Shall have minimum of .1875 board holders and boards shall be oak, minimum 2x8 size, painted black in color.

3.2.13 Rear Bolster:

3.2.13.1 Shall be minimum .375 6061 T6 aluminum full depth and width.

3.2.14 Front and Rear Corner Post:

3.2.14.1 Front and rear corner post shall be minimum of 5052-H32 x 10" face full length, solid weld construction. 3.5" depth minimum. Not to exceed 96 inches

3.2.15 Dirt Shedder:

3.2.15.1 Shall be full length both sides.

3.2.16 Inside Radius:

3.2.16.1 Inside bed shall have a 3" radius minimum full length integral welded (one piece).

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3.2.17 Bed Lighting

- 3.2.17.1 Bed shall have minimum of one (1) each, LED stop, turn, tail and strobe lights each side of bed.
- 3.2.17.2 Cab protector shall have LED oval strobe minimum of one (1) each on front and side corners.
- 3.2.17.3 Bed shall have LED marker lights, minimum of one (1) each on all four corners of bed.

3.2.18 Hoist:

- 3.2.18.1 Hoist shall be a Malhoit brand Type M-80-4.5-3 NTEA Class 20 or equal

3.2.19 Hinge Assembly:

- 3.2.19.1 Hinge pin assembly shall be integral with chassis frame rail and securely attached to body longmembers by solid weld reinforcements. Aluminum longmembers shall include a .250 x 4.875" x 12" minimum steel backing plate with liner to prevent electrolysis. All components shall be computerized flame burned and welded into the desired configurations and fixtures that make up the various main components.
- 3.2.19.2 Hinge pin shall be removable. All pivot points shall include grease fittings and plastic dust covers.

3.2.20 Tarp System and Body accessories:

- 3.2.20.1 Shall have electric powered automatic tarp system with asphalt rated tarp with tie down eyelets. Aero or Donovan brand or equal.
- 3.2.20.2 Body shall have ladder steps on drivers' front side of bed.
- 3.2.20.3 Body shall have shovel holder/bracket on front drivers' side of bed.

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3.3 201 Stainless Steel V-Box Spreader

3.3.1 Dimensional Details:

- 3.3.1.1 Hopper length: minimum 8 Feet = 96 inches
- 3.3.1.2 Overall Length: maximum 10 Feet = 120 inches
- 3.3.1.3 Overall Width: maximum 6 Feet = 72 inches
- 3.3.1.4 Capacity (cu.yd): (8' = 3.0cu.yd) maximum.

3.3.2 Hopper Construction:

3.3.2.1 The rear endgate panel shall be constructed of a minimum of 12-gauge 201 grade stainless steel.

3.3.2.2 The top edge of the rear endgate panel shall have an integrally formed J top edge measuring 1-5/8" in depth with a .82" return lip minimum, providing structural rigidity at the top of the hopper.

3.3.2.3 The front endgate panel shall be constructed of minimum 12-gauge 201 grade stainless steel.

3.3.2.4 The top edge of the front endgate panel shall have an integrally formed J top edge measuring 1-5/8" in depth with a .82" return lip minimum providing structural rigidity at the top of the hopper. The front endgate panel shall be sloping design incorporating 22° slope minimum to the conveyor.

3.3.2.5 The hopper sides shall be constructed of minimum 12-gauge 201 grade stainless steel.

3.3.2.6 The hopper sides and hopper longsill members shall be integral in design to minimize weld joints.

3.3.2.7 The top edge of the side panels shall have an integrally formed J top edge measuring 1-5/8" in depth with a .82" return lip minimum to provide structural rigidity at the top of the hopper.

3.3.2.8 The side panels shall be formed to provide a 45° slope minimum towards the conveyor.

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3.3.2.9 The longsills shall incorporate a minimum of 1.25" return flange along the bottom most edge.

3.3.2.10 The longsills shall extend past the rear endgate panel and provide the area to which allow mounting of the auger drive system and spinner chute. Weld on extensions will not be allowed.

3.3.2.11 The bottom most edge of the longsills shall be tied together via a minimum of (4) bracing angles.

3.3.2.12 These angles shall be installed in an inverted fashion and constructed of a minimum 12-gauge x 1.60" x 7" fabricated 201 grade stainless steel angles.

3.3.2.13 The angles shall be cut to contour the auger floor. Three (3) Of the support angles shall be positioned in line with the vertical side supports to provide optimal reinforcement.

3.3.2.14 There shall be a minimum of (3) sloped vertical side supports to provide optimal support along the hopper sides and sills.

3.3.2.15 The side supports shall be constructed of minimum 12-gauge 201 grade stainless steel.

3.3.2.16 The side supports shall be sloped design and follow the contour of the hopper sides and sills. The furthest most outside edge of the side support shall be formed with a 2" minimum integral vertical flange. The bottom edge of the side support shall be formed with a 2" minimum vertical flange and will provide a base for support and mounting.

3.3.2.17 The hopper shall include a center support spanning from the left to right hopper side walls. The cross tube will provide additional rigidity towards the top of the hopper reducing outward flex as well as provide a centralized lift point. This support shall be constructed using either fabricated or structural 2" x 4" x .25, 201 grade stainless steel minimum wall tube. The center support shall be placed in a location optimal for providing balance when the beam is being utilized as a lift point. The lift hook shall be fabricated using 5/8" minimum stainless-steel round bar,

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formed to create a triangular shaped point and welded to the cross-center support.

3.3.2.18 The hopper shall include an inverted vee to provide relief on auger startup. The inverted vee shall be constructed of minimum 14gauge 201grade stainless steel. The mounting legs for the inverted vee shall be constructed of minimum 1/4" 201 grade stainless steel.

3.3.2.19 The hopper shall include a minimum of (4) hold-down brackets with (1) located in each hopper side corner. The driver side of the box shall have a stainless-steel grab handle mounted horizontally at the top of the spreader, in line with the bed steps to aid in 3 points of contact.

3.3.2.20 The brackets shall be positioned in a manner as to not add additional overall width to the spreader.

3.3.2.21 The hold down brackets shall be fabricated from a minimum of 7-gauge 201 grade stainless steel.

3.3.2.22 The conveyor floor shall be constructed of minimum 10-gauge 201 grade stainless steel.

3.3.3 Auger System:

3.3.3.1 The spreaders conveyor system shall be comprised of a single 7" minimum diameter variable pitch auger designed to maintain an even material pull across the hopper.

3.3.3.2 The auger shall be fabricated from 3.5 schedule 80 pipe featuring a minimum of 4" outside diameter x 3.36" inside diameter main auger tube with 1/2" variable pitch flighting.

3.3.3.3 The auger shall be driven at the rear by a 2-bolt low speed high torque char-lynn 11.9 CIR disc valve type hydraulic motor (minimum).

3.3.3.4 The hydraulic drive motor shall power the auger shaft through a directly coupled 3.6:1 minimum ratio planetary gear case.

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3.3.3.5 The gear case shall have a 2.5" minimum output shaft that shall couple to the auger shaft with a 7/8" minimum cross bolt.

3.3.3.6 The gearbox input end of the auger tube shall utilize a 3.5" OD UHMW bushing to insulate between the gearbox output shaft and the auger input tube to assist with servicing and replacement, eliminating the possibility of the auger tube rusting onto the gearbox output shaft.

3.3.3.7 The discharge end auger/motor mount panel shall be bolt on design to the hopper longsills, fabricated from no less than 1/4" gauge 201 grade stainless steel.

3.3.3.8 The motor assembly double mount plate shall be fabricated from no less than 1/4" 201 grade stainless steel, providing a 1/2" thick mating surface at the point of motor connection.

3.3.3.9 The auger shall pivot at the front on a 2" 2-bolt greaseable flange bearing with seals.

3.3.3.10 The idler shaft shall be fabricated Cold Roll steel 1045 minimum.

3.3.4 Stainless Steel Safety Top Grate Screens:

3.3.4.1 The spreader shall be equipped with a safety 2-piece top grate screen that shall utilize a hydraulic safety interlock system to prevent the opening of the scree panel when the auger hydraulic feed is connected.

3.3.4.2 The top grate screen kit shall consist of single hinged screen assembly design.

3.3.4.3 Each screen assembly shall consist of an exterior frame constructed from 1.5" x 1.5" x .19 stainless steel angle.

3.3.4.4 The screen grid shall be rod over rod design constructed from 1/4" stainless steel rod, with 2.5" x 5" openings.

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3.3.4.5 There shall be (3) cross support reinforcements constructed of 1" x 1/4" flat placed at approximately 24" spacing.

3.3.5 Spinner Chute:

3.3.5.1 The spinner chute shall be designed for mounting to both the bottom flange and end sides of the spreaders longsills.

3.3.5.2 The chute shall be a maximum of 29" below the spreader mounting surface.

3.3.5.3 The chute shall be fabricated from a minimum 14gauge 201 grade stainless steel.

3.3.5.4 There shall be (2) slide rod adjustable baffles inside the chute that are adjustable from the outside rear face for controlling material placement onto the spinner disc.

3.3.5.5 The rear and side spinner baffles shall be constructed of a minimum of 12-gauge 201 grade stainless steel and adjustable through a rod and clevis design for directing material off of the spinner disc. The baffles shall be adjustable without the use of tools.

3.3.5.6 The spinner disc shall be an 18" maximum poly urethane disc with a minimum 3/8" base and 3/8" molded fins.

3.3.5.7 The spinner disc shaft shall be constructed of 3/4" CR round. The shaft shall be drilled for bolting to the spinner disc.

3.3.5.8 The spinner hydraulic motor shall be a top mount design, 2.2 CIR 4-bolt.

3.3.6 201 Stainless steel front mounted spill shield:

3.3.6.1 There shall be a bolted on minimum 10 Gauge 201SS spill shield Mounted to the front top edge of the hopper assembly. The leading edge

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shall be 12" forward and have a 45-degree slope with a 2" bend for mounting to the hopper assembly

3.3.6.2 There shall be a bolted-on rubber spill sheet running full length of the hopper assembly along both sides of the hopper (right and Left) utilizing a stainless-steel cover mounting strip and stainless-steel hardware. The sheets shall drop over dump body sides to prevent spillage in bed body w/tarp straps to hold them.

3.3.7 Paint/Finish:

3.3.7.1 All metal surfaces are to be high-pressure acid washed to remove slag, splatter, oxide, and oil residue.

3.3.7.2 All Stainless surfaces shall remain in natural finish. All non-stainless components shall be painted black.

3.3.8 Spreader Lights:

3.3.8.1 Shall have one (1) LED stop, turn, tail and strobe lights each side of spreader.

3.3.8.2 Shall have two (2) rear work lights.

3.4 Front Mounted Snowplow:

3.4.1 Moldboard

3.4.1.1 Moldboard overall width shall be 9.0 foot = 108 inches.

3.4.1.2 Moldboard face shall be one piece 304 SS minimum, .105 inches thick.

3.4.1.3 Shall be a minimum of nine (9) vertical ribs.

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3.4.1.4 Moldboard shall be full trip style.

3.4.1.5 Shall be a minimum of four (4) trip springs with a minimum of two (2) cushion shock absorbers.

3.4.1.6 Shall have wire reinforced blade guides right and left side of moldboard.

3.4.1.7 Moldboard shall have full width snow deflector.

3.4.1.8 Moldboard height shall be a minimum of 31 inches.

3.4.1.9 Moldboard shall have minimum of two adjustable shoes.

3.4.1.10 Lift cylinder size shall be minimum of 2 inches x 6 inches.

3.4.1.11 Right and left angle cylinder shall be minimum size of 1.5-inch x 12 inch.

3.4.1.12 Cutting edge shall be minimum of 6-inch x ½ inch.

3.4.1.13 Plow mount shall have two (2) dual beam halogen headlamps or heated LED with LED park and turn signals and two (2) Hella FF75 driving lights or equal.

3.4.1.14 Shall have a minimum kingpin size of 1- inch diameter.

3.4.1.15 Snowplow lift cylinder and right and left angle hydraulic cylinders must be powered and controlled by the trucks central hydraulic system. Hydraulic quick couplers shall be mounted flush with front bumper.

3.4.1.16 Unit shall have adjustable jack stand for mounting and storing of plow.

3.4.1.17 All metal surfaces shall be high-pressure acid washed to remove slag, splatter, oxide, and oil residue.

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3.4.1.18 All stainless surfaces shall remain in natural finish. All non-stainless components shall be painted black.

3.5 Hydraulic System

3.5.1 Power Take Off

3.5.1.1 Power Take off (PTO) shall be constructed of cast iron and must be a two-piece design to assist with installation, 1-piece design will not be accepted.

3.5.1.2 PTO shall be compatible and capable of mounting to manufacturer's electronic automatic transmission equipped PTO access.

3.5.1.3 PTO shall be of Hot Shift design and have a direct integral mounted hydraulic pump.

3.5.1.4 PTO speed shall be a ratio of 124% of engine speed and mount with a controlled compression interface gasket to eliminate backlash settings.

3.5.1.5 Unit shall have a single hose connection and integrated cartridge valve design for shifting.

3.5.1.6 Unit shall have electronic over speed control.

3.5.1.7 Unit pump shall be a cartridge style vane pump to allow for multiple pump displacements from one PTO/pump combination.

3.5.1.8 Integral pump shall have a displacement of 2.26 CI minimum.

3.5.2 Snowplow Cushion Valve

3.5.2.1 A double relief cushion valve must be installed for the plow angle.

3.5.2.2 The valve shall be set at 2000 PSI and have #8 SAE o-ring ports.

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3.5.2.3 The valve shall be constructed of a high-tensile cast iron body with ball and spring style relief that has hardened seat.

3.5.2.4 The valve shall be plumbed at the front of the truck for snowplow angle.

3.5.3 Hydraulic Reservoir

3.5.3.1 Reservoir shall be 20-gallon minimum capacity with the breather cap mounted to an inspection lid. Inspection lid shall also provide for an in tank mounted return line filter.

3.5.3.2 Breather cap fill neck must be screened and mounted on a riser.

3.5.3.3 Reservoir shall be complete with a sight temperature gauge and a magnetic drain plug. Suction port will allow for installation of a 1 1/4" NPT suction screen. Suction screen will have a 3 to 5 PSI by-pass spring.

3.5.3.4 A 1 1/4" full flow ball valve shall be installed at reservoir in suction port.

3.5.3.5 Reservoir must be constructed of 10-gauge stainless steel minimum.

3.5.3.6 As an integral part of the reservoir, there shall be an area for mounting of the hydraulic stack valve. Reservoir must be of template style for bulkhead "through" mounting of the valve and be completely free from internal tubing or hoses from the work ports and inlet of the valve.

3.5.3.7 Valve must be removable as a unit with template through the top of the reservoir for service and accessibility.

3.5.3.8 All Electrical connections must be made via IP68 rated connectors on the front (cab) side of the reservoir. (Protected against water and dust)

3.5.3.9 The hydraulic fittings must come out the bottom of the enclosure and must be male JIC bulkheads.

3.5.3.10 Access to the enclosure must be by a removable top lid that is held in place with a minimum of two (2) rubber tie downs.

3.5.3.11 The reservoir filter and fill cap must be accessible without removing a lid or cover.

3.5.3.12 Hydraulic reservoir must be mounted on the driver's side of the vehicle.

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3.5.3.13 Reservoir shall be 20-gallon minimum with stainless steel breather cap, magnetic drain plug and suction screen.

3.5.4 Hydraulic Return Filters

3.5.4.1 Filter shall be top tank mounted type, 10 microns maximum with a by-pass and replaceable cartridge element.

3.5.4.2 Filter shall be capable of 40 GPM minimum flow capacity.

3.5.4.3 Filter shall have one 1" NPT port.

3.5.4.4 A bypass condition indicator is required.

3.5.5 Hydraulic Control Valve:

3.5.5.1 Hydraulic valve shall be a cast iron mobile stack valve.

3.5.5.2 Valve shall be capable of 30 GPM minimum and 3500 PSI minimum.

3.5.5.3 Control valve shall be mounted in the sealed valve enclosure.

3.5.5.4 The Inlet and Auger ports must be #12 SAE. The Tank port shall be #12 SAE.

3.5.5.5 The Hoist and Spinner ports will be #10 SAE.

3.5.5.6 All ports will allow the use of standard ORB to JIC fittings.

3.5.5.7 All Coils 12VDC encapsulated with AMP Jr. Connections.

3.5.5.8 Cartridge valve design will not be accepted.

3.5.5.9 The valve functions will include:

A. The valve shall be of a mobile stackable design load sensing type.

B. The valve shall be all cast iron design and all sections must be of the same valve series.

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C. The valve must be pressure and flow compensated.

D. Inlet and outlet ports shall be 1" o-ring, all working ports shall be 5/8" o-ring minimum.

3.5.5.10 Valve to be arranged as follows:

A. Inlet cap with top ported pressure and tank, load sense and drain ports.

B. Double acting cylinder spool for hoist 0 minimum-6.6 maximum GPM, proportional 12VDC operated, with spring return to neutral. Section shall have manual handle overrides with stroke limiters and 500 PSI downside load sense relief.

C. Pressure reducing section set at 2000 PSI maximum.

D. Double acting cylinder spool for plow lift, proportional 12VDC operated with spring return to neutral. Pressure compensated 0 minimum-2.6 maximum GPM main spool. Section shall have manual handle overrides and stroke limiters.

E. Single acting 0 minimum-16 maximum GPM spool for feeder, proportional 12VDC spring to center with manual override.

F. Single acting 0 minimum-7 maximum GPM spool for spinner, proportional 12VDC spring to center with manual override.

G. Spreader sections shall be part of a manifold assembly that has a pressure reducing valve and solenoid drain and has the ability to have a cartridge added for anti-ice applications.

H. Aluminum manifold cartridge valve design is not acceptable.

3.5.6 "TPE" Wiring Specification

3.5.6.1 Wiring and harness system shall meet ISO rating IP68 and NEMA 6.

3.5.6.2 The connectors shall be zinc die cast E-coated, like a MIL spec connector.

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3.5.6.3 Each shall have three sealing points- the lock ring itself, a raised portion of the molded plastic around each pin, and a Viton O-ring or equal that seals the whole connector.

3.5.6.4 The cable jacket shall be TPE- thermoplastic elastomer and molded to the connectors.

3.5.6.5 Connectors and harness shall be rated and tested for a temperature range from – 30C to + 70C.

3.5.6.6 All cabling for the hydraulic system and pre-wet system shall be rated excellent in low temperature flexibility and in its resistance to oxidation, heat, oil, weather, sun, ozone, abrasion, electrical priorities, flame, water, acid, alkali, gasoline, benzol, toluol, degreaser solvents, alcohol, and weld slag.

3.5.7 Spreader Control

3.5.7.1 Shall be Certified Power solutions and shall have minimum 3 PWM output channels.

3.5.7.2 One (1) channel shall be ground speed-oriented conveyor/spreader, 1 channel for spinner, and 1 channel for a liquid function.

3.5.7.3 Liquid function shall be configurable to control either a pre-wet or anti-ice function.

3.5.7.4 Control shall consist of a mode switch/button, blast switch/button and a pulse switch/button. Control shall have two (2) knobs, one for feed rate and one (1) for lane control, plus interactive touch screen.

3.5.7.5 Knobs shall be rotary encoders with no maximum or minimum limit position.

3.5.7.6 Programming of unit shall not require the use of an ancillary device.

3.5.7.7 Touch screen shall be used for calibration of the unit and setting pre-wet.

3.5.7.8 There shall be a USB port on the side of the unit for data download if option is selected.

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3.5.7.9 USB shall also function as an upload port to allow field upgrade of the software or capabilities of the system, shall also be used for saving or restoring configuration and calibrations.

3.5.7.10 Unit shall be available in 2 versions, 2 channels, pre-wet and pre-wet auger. Software shall be available for purchase to allow unit to be reconfigured to any version.

3.5.7.11 To prevent glare at night, there shall be a "night mode" for the touch screen.

3.5.7.12 The unit shall be supplied with minimum of 8 MB of RAM and 4MB of flash memory.

3.5.7.13 The front panel shall be backlit for night viewing.

3.5.7.14 There shall be a field replaceable fuse to protect the system.

3.5.7.15 Help screens for troubleshooting and calibration shall be embedded in the on-board software.

3.5.7.16 The system shall support a remote blast and remote pause functions.

3.5.7.17 Control shall be closed loop with automatic open loop with sensor failure.

3.5.7.18 PWM circuits shall be current regulated to reduce hysteresis.

3.5.7.19 There shall be an input signal to sense a stall of the spreader feeder fault.

3.5.7.20 A float input circuit shall be provided to turn off liquid system at low level.

3.5.7.21 The control must have an integral guide for calibration which takes you step by step through the complete calibration process.

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3.5.7.22 The control must have a diagnostic feature that shows sensor voltage, battery voltage, current for all outputs, and output duty cycle for each channel versus target.

3.5.7.23 Storm totals shall be available either on screen or via USB download.

3.5.7.24 Control unit minimum dimensions shall be 7.8" length x 4" height, x 3.8" deep.

3.5.8 Control Console

3.5.8.1 The in-cab control system shall have 2 fully proportional multi-function joysticks.

3.5.8.2 Each joystick shall be Hall effect (magnetic) for proportional operation.

3.5.8.3 Joystick console shall mount to the center seat in the down position with two adjustable rods that slide into the head rest mounting holes.

3.5.8.4 Dash mounted momentary hoist switch shall be available when seat mounted controls are removed. When controls are removed after winter, you can still operate bed.

3.5.8.5 The dump body hoist joystick must be single axis.

3.5.8.6 The hoist control lever must have a safety trigger protection for the hoist function.

3.5.8.7 Hoist control circuit will disengage the body up function when V-box spreader is installed.

3.5.8.8 Plow joystick shall be mounted in the same seat mount console.

3.5.8.9 Plow joystick shall be squared for full proportionality.

3.5.8.10 Control lever will include a settable plow float function. (Free-floating system requires a single acting valve).

3.5.8.11 The user shall have the ability to set the speed of each direction of motion on a PC for all hydraulic devices controlled by the joystick without modification to the hydraulic system.

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3.5.8.12 The controller must include integrated protection and diagnostics incorporated into the system.

3.5.8.13 The control shall have built in diagnostics to protect the *system* from overloads and help diagnose external shorted or open circuits.

3.5.8.14 The system shall shut down the output channels if a joystick fails.

3.5.8.15 The controller must have built in protection for safety reasons, grounding or cutting any wire at any point between any valve coil and the controller must not cause any valve to actuate.

3.5.8.16 One lead from each hydraulic valve coil must be wired to a common ground point.

3.5.8.17 The system must supply pulsed +12-volt power to the other lead from each individual valve coil.

3.5.8.18 All connections at the hydraulic control junction box must be minimum IP68 rated.

3.5.8.19 The outside the cab harness must be minimum of IP 68 rated up to the valve coil connection.

3.5.8.20 All connectors shall be rated as minimum of "6x" – dust proof

3.5.8.21 All connectors shall be rated as minimum of "x8" – protected against the effects of permanent submersion in water as well as showing no corrosion after 500 hours in a 35C salt spray.

3.5.8.22 System operating temperature range minimum -20 to maximum +40 degrees C.

3.5.8.23 All connections will be labeled with descriptions for each connection to individual solenoids of the hydraulic actuating cylinders.

3.5.9 Hydraulic Hoses

3.5.9.1 All hoses shall be rated per manufacturers specifications.

3.5.9.2 All hose ends connecting to valve assembly shall be 90-degree female JIC swivel.

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3.5.9.3 Suction Hose shall be 1.25 " ID SAE 100R4 style, connecting the pump and reservoir with a king nipple, with both ends being double clamped with T-bolt style stainless steel super clamps.

3.5.9.4 Pressure hose shall be 3/4" ID 2000 PSI minimum rated with female JIC swivels at both ends.

3.5.9.5 Return line shall be 1" ID SAE 100R4 style with female JIC swivels at both ends.

3.5.9.6 Hoist lines shall be 3/4" ID 2250 PSI minimum rated with female JIC swivels at both ends.

3.5.9.7 Plow lines 1/2" ID 2250 PSI minimum rated, ran to front of truck with female JIC swivels at both ends.

3.5.9.8 Auger line shall be 3/4" ID 2250 PSI minimum rated and have female JIC swivels at both ends.

3.5.9.9 Spinner line shall be 1/2" ID 2250 PSI minimum rated and have female JIC swivels at both ends.

3.5.9.10 Spreader return line shall be 1" ID SAE 100R4 style with female JIC swivels at both ends.

3.5.9.11 Pump case drain shall be 3/4" ID minimum 2250 PSI rated and have female JIC swivels at both ends.

3.5.9.12 Load sense line shall be 3/8" ID 2250 PSI minimum rated and have female JIC swivels at both ends.

3.6. Pre-Build Meeting

3.6.6.1 After award of contract there will be a mandatory pre-build meeting with successful vendor, manufacturers and up fitters at the WVDOT/Equipment Division, 83 Brushy Fork Rd. Crossing, Buckhannon WV. Or successful vendors location.

3.7 Miscellaneous:

3.7.1 Vendor Responsibility

3.7.1.1 The vendor shall be responsible to furnish a 19,500 GVWR Cab and Chassis, 4 wheel drive with aluminum dump body, v-box spreader and

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plow that is properly engineered and that conforms to all and any laws governing such equipment.

3.7.1.2 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.

3.7.1.3 All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished.

3.7.1.4 All standard safety features required by Federal and State Law, shall be included.

3.7.1.5 Inspection: WVDOH requires unit shall have a West Virginia State inspection sticker upon delivery if applicable.

3.7.1.6 Unit shall be delivered: to WVDOH with all manufacturers recommended safety related decals and safety features intact.

3.7.2 Representative Unit for Test:

3.7.2.1 The successful vendor must (if specified) provide the DOH one (1) completed represented unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

3.7.3 Operating and Service Manuals and Parts Lists:

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3.7.3.1 An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: JD Haller. There must be 12 service/shop/maintenance manuals and 14 parts manuals; USB storage drive is preferred in lieu of parts manuals. Manuals and USB storage drive shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

3.7.4 Training:

3.7.4.1 Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct training sessions covering the operation, maintenance, trouble- shooting with each purchase order against this open end contract.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to

WVDOH
Training Academy
P.O. Box 610
Buckhannon, West Virginia 26201

Prior to delivery of the pilot unit. Training seminar to be held at the WVDOT, Equipment Division, Buckhannon, WV.

3.7.5 Preventative Maintenance & Operator Procedures:

3.7.5.1 Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and just include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.

3.8. Warranty:

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8.8.1 Bumper to Bumper

8.8.1.1 36,000/3-year bumper to bumper.

3.8.2 Engine Warranty:

3.8.2.1 5 years/100,000 miles

3.8.3 Engine Emissions Warranty:

3.8.3.1 5 year/100,000 miles

3.8.4 Power Train:

3.8.4.1 5 year/60,000 miles

3.8.5 Corrosion Coverage:

3.8.5.1 5-year, unlimited mileage.

3.8.6 Truck Body:

3.8.6.1 5 years 100% parts and labor

3.8.7 Body Hoist:

3.8.7.1 3 years 100% parts and labor

3.8.8 All Body Wiring & Lighting:

3.8.8.1 5 years 100 % parts and labor

3.8.9 Central Hydraulic System:

3.8.9.1 2 years 100% parts and labor

3.8.9.2 All wiring on system shall be warranted for 5 years 100% parts and labor.

3.8.9.3 Hydraulic pump shall be 2 years 100% parts and labor.

3.8.10 Front Plow:

3.8.10.1 Complete Plow warranty shall be 2years 100% parts and labor.

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3.8.11 V-Box Spreader:

3.8.11.1 2 years, 100 % parts and labor.

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 Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, Model and inserting quoted unit price. Vendor shall take estimated Quantity and multiply by unit price to get grand total. Vendor should 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: john.w.estep@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.

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

6. DELIVERY AND RETURN:

6.1 Delivery Time: A completed pilot model for inspection must be provided within 150 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 200 working days after orders are received. Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all 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 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.

6.4 Condition of Unit(s) Upon Delivery: All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

6.5 Delivery Point: Delivery point of the completed representative unit will be the WVDOH, Equipment Division, 83 Brushy Fork Crossing, Buckhannon, WV 26201.

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.

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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 RFQ 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: Steve Skinner
Telephone Number: 304-482-7695
Fax Number: 304-485-4422
Email Address: SSKinner@mattheymotors-on

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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
Equipment

Proc Folder: 1108822			Reason for Modification: ADDENDUM NO_1 Vendor Question and Response
Doc Description: ADDENDUM NO_ 119,500 Cab/Chassis Diesel/w/Body/Spreader Plow			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-10-17	2022-11-09 13:30	CRFQ 0803 DOT2300000047	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

John W Estep
304-558-2566
john.w.estep@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a 19,500 GVWR Cab and Chassis, 4 Wheel Drive with Aluminum Dump Body, SS V-Box Spreader and Plow. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO				SHIP TO			
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US				DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Complete Unit Cab/Chassis Diesel 2 Door	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101601			

Extended Description:

Complete Unit Cab/Chassis 2 door diesel w/aluminum dump body/spreader/plow

INVOICE TO				SHIP TO			
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US				DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Complete Unit Cab/Chassis Diesel 4 door	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101601			

Extended Description:

Complete Unit Cab/Chassis Diesel 4 door 4 wheel drive w/aluminum dump body/spreader/plow

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Front snow plow	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101538			

Extended Description:
Front Snow Plow

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.0 cu yd V-box spreader	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101610			

Extended Description:
3.0 cu.yd. v-box spreader

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Prebid @10:00am Equipment Division	2022-10-27
2	Tech Questions due by 10:00am	2022-11-02

SOLICITATION NUMBER: CRFQ DOT23000000047

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT23000000047 ("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 responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

Vendor Question and response

Bid Opening remains 11/09/2022 at 1:30pm

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.

ADDENDUM FOR PRE-BID

CRFQ 0803 DOT2300000047

Class 370 19,500 GVWR Cab/Chassis/Diesel w/Body/Spreader/Plow

The original language in contract will be listed first with question and answer to follow below.

- 1. 3.1.7.7 Must have right and left rear poly fenders with stainless steel hardware and rear mudflaps with holders to eliminate mudflap contacting the exhaust.**

Answer: The Equipment Division is changing this to read: Must have right and left rear poly fenders with stainless steel hardware.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2300000047

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 Co
Company

[Signature]
Authorized Signature

11-9-22
Date

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



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
Equipment

Proc Folder: 1108822			Reason for Modification: Addendum No_2 Pre-Bid Sign-in Sheets
Doc Description: ADDENDUM NO_2 Cab/Chassis Diesel/w/Body/Spreader Plow			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-10-31	2022-11-09 13:30	CRFQ 0803 DOT2300000047	3

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

John W Estep
304-558-2566
john.w.estep@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION**ADDENDUM NO_2**

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a 19,500 GVWR Cab and Chassis, 4 Wheel Drive with Aluminum Dump Body, SS V-Box Spreader and Plow. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO				SHIP TO			
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US				DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Complete Unit Cab/Chassis Diesel 2 Door	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101601			

Extended Description:

Complete Unit Cab/Chassis 2 door diesel w/aluminum dump body/spreader/plow

INVOICE TO				SHIP TO			
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US				DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Complete Unit Cab/Chassis Diesel 4 door	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101601			

Extended Description:

Complete Unit Cab/Chassis Diesel 4 door 4 wheel drive w/aluminum dump body/spreader/plow

INVOICE TO				SHIP TO			
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US				DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Front snow plow	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101538			

Extended Description:
Front Snow Plow

INVOICE TO				SHIP TO			
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US				DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.0 cu yd V-box spreader	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101610			

Extended Description:
3.0 cu.yd. v-box spreader

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Prebid @10:00am Equipment Division	2022-10-27
2	Tech Questions due by 10:00am	2022-11-02

SOLICITATION NUMBER: CRFQ DOT2300000047

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2300000047 ("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 responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

Attach Pre-Bid Sign-in Sheets

Bid Opening remains 11/09/2022 at 1:30pm

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.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2300000047
 Date of Pre-Bid Meeting: October 27, 2022 10:00 A.M.
 Location of Prebid Meeting: Buckhannon WV/Equip. Division

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
WVDOH	Pam Hall	Buckhannon WV	304-471-0139		pamela.j.hall@wv.gov
WVDOH	Amber Heath	Charleston, WV	304-414-7105		amber.j.heath@wv.gov
WVDOH	Lisa Smith	Charleston, WV	304-352-6070		Lisa.Smith@wv.gov
WVDOH	JD Haller	Buckhannon WV	304-471-0141		

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2300000047
 Date of Pre-Bid Meeting: October 27, 2022 10:00 A.M.
 Location of Prebid Meeting: Buckhannon WV/Equip. Division

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
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 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
WHITESIDE OF ST. CLAIRSVILLE INC.	Brian McGoffey	5074 NATIONAL RD. ST. CLAIRSVILLE, OH 43850	800-610-0211	740-685-1756	Fleet@ whitesides.com
Stephens Auto Center	Mike Ballard	PO Box 278 104 Stephens Dr. Danville, WV 25053	304-369-2411	304-369-2490	mballard@ stephensauto.com
ACE TRUCK	DAVE BORTZEL	PO BOX 2605 ZANESVILLE OHIO 43702	740-453-0551	740-453-7023	dave@acetruck .net
ACE TRUCK	Kyle Fleck	PO Box 2605 Zanesville, OH 43702	740-453-0551	740-453-7023	kyle@acetruck.net
MATHENY FOOD	Steve Skinner	ST. MARYS WV 3	304)684-9625		sskinner@ matheny motor.com

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2300000047
 Date of Pre-Bid Meeting: October 27, 2022 10:00 A.M.
 Location of Prebid Meeting: Buckhannon WV/Equip. Division

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
J & J Truck	Ed Lyons	Somerset, Pa. 15501 10558 Somerset Pike	814-444-3411	814-443-2621	EJL@JJBodies.com
Certified Power	Bill Carey	26495 Southpoint Rd Perryburg, OH 43551	717 356-0258	800-620-6826	Wcarey@Certifiedpower.com
J & J TRUCK BODIES	JASON CORNELL	10558 SOMERSET PIKE SOMERSET PA 15501	814-444-3400	814-443-2621	JRC@JJBODIES.COM

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2300000047
 Date of Pre-Bid Meeting: October 27, 2022 10:00 A.M.
 Location of Prebid Meeting: Buckhannon WV/Equip. Division

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
NEMMAN INT'L SALES	BEAU Nemman	16 WARD RD ELKINS, WV 26241	304 636 4561	304 636 7155	1BEAU@NemmanSW.com
WV DOH	Justin Godwin	83 BFCrossing Buckhannon WV	304-998-5945		justin.l.godwin@wv.gov
WV DOH	Darrel Williams	83 Brushy Fork Crossing Buckhannon	304-406-7256		Darrel D. Williams R WV GOV
WV DOH	Brent Staudenmann	83 Brushy Fork crossing	304 242 348		Brent Staudenmann WV GOV

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Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2300000047
 Date of Pre-Bid Meeting: October 27, 2022 10:00 A.M.
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 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
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<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Certified Power	Bill Carey	26495 Southpoint Rd Perryburg OH 43551	717 350 0252	866 620 6820	Wcarey@Certified Power - Co
Matheny Ford	Steve Skinner	St. Marys WV	304 684-9225		sskinner@matheny-motors.com
Ace Truck Equipment	Kyle Fleck	P.O. Box 2605 Zanesville, OH 43702	740-453-0551	740-453-7023	Kyle@acetruck.net
ACE TRUCK EQUIP	DAVE BEITLER	PO Box 2605 Zanesville Ohio 43712	740-4530551	740 4537023	Dave@acetruck.net

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

WHITESIDE
 3014 N. Hwy 100, Whiteside, TN 37895
BRIAN McCULEY
 Fleet & Commercial Manager
 fleet@whitesides.com
 (740) 695-0211 Ext. 2421
 (800) 610-0211 Ext. 2421
 Dorey (740) 695-3421
 Cell (304) 780-4851
 Fax (740) 695-1756



GMC
 3014 N. Hwy 100, Whiteside, TN 37895

SOMERSET WELDING & STEEL

Jason R. Cornell
 Vice President of Sales

10558 Somerset Pike
 Somerset, PA 15501 USA
 ISO 9001:2015 Certified
 T: 814.444.3425
 C: 814.442.9674
 E: jrc@jjbodies.com



www.jjbodies.com / www.somersetwelding.com



www.certifiedpowersolutions.com

William Carey
 Territory Sales Manager

ISO

7417 Old Hickory Blvd • Whites Creek, TN 37189



Robert Scott
 Sales

Cell: 573-887-0622
 rscott@vikinggivens.com

Phone: 615-864-7652
 Fax: 615-864-7657



TRUCK BODIES & TRAILERS®

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 Somerset, PA 15501 USA
 ISO 9001:2015 Certified

Ed Lyons
 Inside Sales Manager

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 T: 814.444.3419
 F: 814.443.2621
 E: ejl@jjbodies.com

Built for the Long Haul • www.jjbodies.com
 A Division of Somerset Welding & Steel



Steve Skinner
 Light Commercial Truck Manager
 ss Skinner@mathenymotors.com

304.485.4418 x.648 TEL
 304.485.4422 FAX
 304.482.7695 CELL
 www.mathenymotors.com



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1130 NEWARK ROAD
 ZANESVILLE, OHIO 43701
 (740) 453-0551

David R. Beitzel



DISTRIBUTORS OF
 TRUCK BODIES
 AND EQUIPMENT

KYLE J. FLECK

1130 NEWARK ROAD
 P.O. Box 2605
 ZANESVILLE, OHIO 43702-2605

www.acetruck.net

OFFICE: 740-453-0551
 FAX: 740-453-7023
 TOLL FREE: 1-888-799-6220
 CELL: 419-733-3708
 EMAIL: kyle@acetruck.net

STEPHENS AUTO CENTER
 P.O. Box 278 • Danville, VA 24041
MIKE BALLARD
 Vice Sales
 mballard@stephensauto.com
 (304) 369-2411 Ext. 33
 Fax (304) 369-2490
 MDT (304) 687-1315



DODGE
 F-150
 LIMITED

WHITESIDE
BRIAN McCULLEY
Fleet & Commercial Manager

fleet@whitesides.com
(740) 695-0211 Ext. 2421
(800) 610-0211 Ext. 2421
Dixie (740) 695-2421
Cell (304) 780-1051
Fax (740) 695-1755



5072 Somerset Road SE, Zanesville, OH 43700

SOMERSET WELDING & STEEL

Jason R. Cornell
Vice President of Sales

10558 Somerset Pike
Somerset, PA 15501 USA
ISO 9001:2015 Certified

T: 814.444.3425
C: 814.442.9674
E: jrc@jjbodies.com



www.jjbodies.com / www.somersetwelding.com



TRUCK BODIES & TRAILERS

10558 Somerset Pike
Somerset, PA 15501 USA
ISO 9001:2015 Certified

Ed Lyons
Inside Sales Manager

C: 814.233.9041
T: 814.444.3419
F: 814.443.2621
E: ejl@jjbodies.com

Built for the Long Haul. • www.jjbodies.com
A Division of Somerset Welding & Steel



Steve Skinner
Light Commercial Truck Manager
sskinner@mathenymotors.com

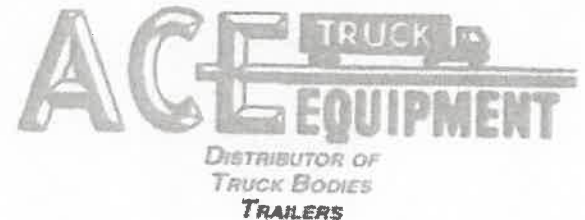
304.485.4418 x.648 T
304.485.4422 FAX
304.482.7695 CELL
www.mathenymotors.com



www.certifiedpowersolutions.com

William Carey
Territory Sales Manager

ISO



DISTRIBUTOR OF
TRUCK BODIES
TRAILERS

1130 NEWARK ROAD
ZANESVILLE, OHIO 43701
(740) 453-0551

David R. Beitzel



DISTRIBUTORS OF
TRUCK BODIES
AND EQUIPMENT

KYLE J. FLECK

1130 NEWARK ROAD
P.O. Box 2605
ZANESVILLE, OHIO 43702-2605

www.acetruck.net

OFFICE 740-453-0551
FAX: 740-453-7023
TOLL FREE: 1-888-799-6220
CELL: 419-733-3708
Email: kyle@acetruck.net

Beau Newlon
P.O. Box 1334
16 Ward Road
Elkins, WV 26241

T: 304-636-4561
F: 304-636-7155
M: 304-614-0469
E: beau@newlonswv.com

www.newlonsinternational.com



STEPHENS AUTO CENTER

P.O. Box 278 • Zanesville, WV 25953

MIKE BALLARD
Fleet Sales
mballard@stephensauto.com
(304) 369-2411 Ext. 33
Fax (304) 369-2490
MID (804) 687-4315



BUILT FOR TRUCK
F-150 LIMITED

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2300000047

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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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.

Matthew Maher Truck Co
Company

[Signature]
Authorized Signature

11-9-22
Date

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



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
Equipment

Proc Folder: 1108822			Reason for Modification: Addendum No_3 Questions and responses
Doc Description: ADDENDUM NO_3 Cab/Chassis Diesel/w/Body/Spreader Plow			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-11-04	2022-11-09 13:30	CRFQ 0803 DOT2300000047	4

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

John W Estep
304-558-2566
john.w.estep@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION**ADDENDUM NO_3**

Addendum No_3 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a 19,500 GVWR Cab and Chassis, 4 Wheel Drive with Aluminum Dump Body, SS V-Box Spreader and Plow. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33
83 BRUSHY ROAD
CROSSING, PO BOX 610
BUCKHANNON WV
US

SHIP TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
83 BRUSHY FORK RD
CROSSING
BUCKHANNON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Complete Unit Cab/Chassis Diesel 2 Door	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101601			

Extended Description:

Complete Unit Cab/Chassis 2 door diesel w/aluminum dump body/spreader/plow

INVOICE TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33
83 BRUSHY ROAD
CROSSING, PO BOX 610
BUCKHANNON WV
US

SHIP TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
83 BRUSHY FORK RD
CROSSING
BUCKHANNON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Complete Unit Cab/Chassis Diesel 4 door	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101601			

Extended Description:

Complete Unit Cab/Chassis Diesel 4 door 4 wheel drive w/aluminum dump body/spreader/plow

INVOICE TO				SHIP TO			
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US				DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Front snow plow	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101538			

Extended Description:
Front Snow Plow

INVOICE TO				SHIP TO			
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US				DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.0 cu yd V-box spreader	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101610			

Extended Description:
3.0 cu.yd. v-box spreader

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid @10:00am Equipment Division	2022-10-27
2	Tech Questions due by 10:00am	2022-11-02

SOLICITATION NUMBER: CRFQ DOT2300000047

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2300000047 ("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 responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 11/09/2022 at 1:30pm

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.

ADDENDUM FOR PRE-BID

CRFQ 0803 DOT2300000047

19,500 Cab/Chassis Diesel w/Body/Spreader Plow/2 Door/4 Door

The original language in contract will be listed first with question and answer to follow below.

1. 3.1.5.7 Rear axle ratio shall be 4:88.

Question: Is a 4.30 Limited Slip Rear Axle Acceptable?

Answer: Will accept either.

2. 3.1.5.4 Shall have six (6) All-Terrain radial tires with aluminum wheels. Ply rating matched to GVWR rating.

The WVDOT Equipment Division will change this to read: Shall have six (6) All-Terrain radial tires with standard steel wheels. Ply rating matched to GVWR rating.

3. 3.2.11.7 Tailgate Shall have electric /hydraulic tailgate release mounted in cab.

Question: Would like to change to: Tailgate to have standard manual tailgate release system. The reason for the change is this type of tailgate release is not used often because it requires much more maintenance than the standard tailgate latching system.

Answer: Will accept standard manual tailgate release.

4. 6.1 Delivery Time: Delivery Time: A completed pilot model for inspection must be provided within 150 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 200 working days after orders are received. Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.

The WVDOT Equipment Division will change this to read: 200 working days standard and 200 working days on pilot model

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT230000047

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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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 Co
Company

[Signature]
Authorized Signature

11-9-22
Date

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