



MATHENY MOTOR TRUCK CO.

Established 1922

3rd & Ann Streets • P.O. Box 1304
Parkersburg, WV 26102
(304) 485-4418 • (304) 485-2577 fax
www.mathenymotors.com

August 8, 2012

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

Ref: DNR213015

Mr. Whittaker,

Thank you for this opportunity to submit a proposal on your vehicle needs.

Extended pricing is good on any vehicle produced before 9/30/13.

Please find attached the specifications on a 2013 Freightliner M2 106 which meets or exceeds your requirements with the following exception:

Painted steel spare wheel is a 2 hand hole instead of 5.

Thank you again.

Jack Cummings
Jack Cummings (Commercial Sales Consultant)
Matheny Commercial Trucks
4125 1st Avenue
Nitro, WV 25143
Office 304-769-5860
Fax 304-769-5865
Cell 304-539-3817
www.mathenymotors.com

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2012 AUG -9 AM 11:38

WV PURCHASING
DIVISION



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

Solicitation

NUMBER
DNR213015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Matheny Motors
 4125 1st Ave
 Nitro, WV 25143

SHIP TO

DIVISION OF NATURAL RESOURCES
 (IN CARE OF)
 SURPLUS PROPERTY
 2700 CHARLES AVENUE
 DUNBAR, WV
 25064 766-2626

DATE PRINTED
07/26/2012

BID OPENING DATE: 08/02/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEMNUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-54	\$77,907.00	\$77,907.00
TRUCKS, DIESEL REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH 2012 OR CURRENT MODEL YEAR CONVENTIONA CAB TRUCK PER THE ATTACHED SPECIFICATIONS.						

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-769-5860	DATE 8/1/2012
TITLE Sales Consultant	FEIN 55-032-0770	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

| A pre-bid meeting will not be held prior to bid opening.

| A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

| A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: July 30, 2012 at 5:00 PM EST

Submit Questions to: Frank Whittaker, Senior Buyer File 44
 2019 Washington Street, East
 P.O. Box 50130
 Charleston, WV 25305
 Fax: 304-558-4115
 Email: frank.m.whittaker@wv.gov

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: August 2, 2012 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"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: This Contract becomes effective on
award
and extends for a period of one, (1), year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to two, (2), successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 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.
6. **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.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

[] | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

[] | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

[] | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

[] | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[] | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[] | **Commercial General Liability Insurance:**
or more.

[] | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[]

[]

[]

[]

[]

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- [] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]

[]

[]

[]

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount n/a for . 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.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. 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.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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

- b. 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.

53. 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Matheny Motors

(Company)



(Authorized Signature)

Jack Cummings - Sales Consultant

(Representative Name, Title)

304-769-5860

(Phone Number)

304-769-5865

(Fax Number)

August 1, 2012

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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:

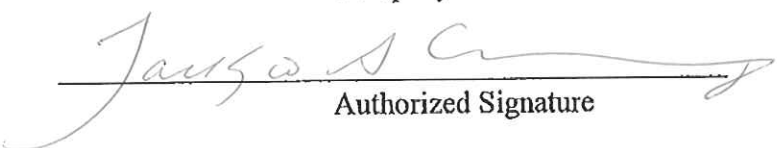
(Check the box next to each addendum received)

- | | |
|--|--|
| <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 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 Motors

Company



Authorized Signature

August 1, 2012

Date

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

Hatchery Trucks

OPEN END

New conventional cab truck (2012 or current model year) with minimum GVWR of 36,000 pounds. The vehicle must meet the following minimum specifications.

- Wheel Base:** 198 inches minimum not to exceed 200 inches.
- Frame:** Minimum 120,000psi yield strength steel frame not to exceed 180,000psi.
- Engine:** (Maxx Force 9 or equal) turbo charged diesel with a minimum of 560 cubic inches, minimum 315 horsepower and minimum 950lb of torque. Also must have engine compression brake (not exhaust).
- Transmission:** (Fuller FRO-11210C or equal) 10 speed manual with overdrive. Must have provisions for a power takeoff. PTO control pad to be dash mounted.
- Front Axle:** (Meritor MFS-13-143A or equal), minimum 13,000lb. capacity with minimum 13,000lb taper leaf springs and shocks absorbers
- Rear Axle:** (Meritor RS-23-186 or equal) single reduction, minimum 23,000lb and minimum 4500lb auxiliary springs. Axle to have driver controlled locking differential with dash mounted switch. GEAR RATIO MUST BE 3.91 with a top speed of 75 mph. (if necessary electronics can be set to limit top speed to 75 mph).
- Brakes:** Air S-cam type anti-lock drum brakes with air compressor that has a minimum rating of 13.2CFM. Must also have air dryer and moisture, ejector systems, dust shields on front and rear brakes, and automatic slack adjuster on front and rear brakes.
- Batteries:** Dual 12-volt, minimum 1850 CCA
- Alternator:** 12-volt with 185amp output minimum
- Wheels:** Steel disc 5-handhold 22.5" painted steel
-

Hatchery Trucks

OPEN END

- Tires:** Front: 11R22.5 (load range H); Radial Highway Tread
Rear: 11R22.5 (load range H); Radial Mud and Snow tread
Spare tire and wheel to be same as front tire.
- Exhaust System:** Single horizontal with two position switch to inhibit diesel particulate filter regeneration.
- Fuel Tank:** 70 gallon minimum capacity mounted under cab on left side (clear frame from back of cab on left and right side to rear axles preferred; however, a protrusion beyond the cab on the left side is acceptable, providing right side is clear for consideration of DEF tank).
- Color:** Color of vehicle will be selected by purchaser from manufacturer's standard colors.

Vehicle must have the following minimum equipment:

- Reverse Warning Alarm
 - Front Tow Hooks (2)
 - Must have 12-volt auxillary plug (mounted on dash)
 - AM/FM/CD Radio
 - Single trumpet air horn with or without weather shield, depending on where it's mounted.
 - Circuit breakers
 - Premium cab interior (cab sound insulation, sun visor, padded headliner, etc.)
 - Wrench to fit front and rear wheel lugs
 - Electric high idle switch or hand control throttle
 - Engine block heater – minimum of 115 to a maximum of 120 volt
 - Tilt steering column
 - Exterior cab assist entry handles (both sides)
 - Auxillary driving/fog lights to be mounted in or on the bumper
 - Air conditioning with heater and defroster
 - Stop, turn, tail and backup lights (LED multi-function lamp)
 - Cloth material high back air suspension seats
-

Hatchery Trucks

OPEN END

- Dual 7" minimum x 16" maximum heated exterior mirrors with power adjust passenger side and 7/5" convex mirrors mounted both sides under existing mirrors.
 - Cruise control
-

Hatchery Trucks

OPEN END

BED SPECS:

Bidder must meet the following minimum specifications:

- Steel platform type with a minimum 15-ton single cylinder hydraulic scissor joist.
- Air shift PTO control to be mounted on dash of cab.
- Hoist pump control lever, cable type not acceptable, to be mounted in an easily accessible location to the outside rear of cab on driver's side.
- Platform is to be 15 feet long by 8 feet wide, constructed of 3/16" smooth steel to be welded to bed sills. Cross members shall extend to and be welded to side rails except where cross member may interfere with wheel clearance. Bed cross members to be 4" x 1/5", 11 gauge steel channel on 12 inch centers and welded to bed sills. Front and rear cross members and every one in between to be braced to bed sill with 1/4" steel plates, triangular in shape with 6" edges. One edge of plate to be welded to sill and the other edge welded to underside of cross member to extend 6" toward outside of bed.
- Side rails and ends to be 6" high and to be 12 gauge metal. Bed sills to be 7" construction channel, sufficient height to allow enough clearance for the use of tire chains on a fully loaded truck.
- Bed to be mounted 8" from rear of cab. Bed to have clearance and marker lights and mud flaps that comply with WV state law.

Note: Manufacturer's standard warranty and service policy to be included and shall be honored by all the manufacturer's authorized dealers.

**DNR213015
WILDLIFE RESOURCES
HATCHERY TRUCKS
PRICING PAGE**

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
1	2	Conventional Cab Truck (2012) or Current Model Year) Minimum GVWR Of 36,000 Pounds (Initial order)	\$ 77,907.00	\$ 155,814.00
2	1	Conventional Cab Truck (2012) or Current Model Year) Minimum GVWR Of 36,000 Pounds (to be ordered at a later date)	\$ 80,282.00	\$ 80,282.00

Total Bid for Evaluation: \$ 236,096.00

The quantities listed above are for bid evaluation purposes only. Actual quantities may differ. The agency anticipates an initial order of two (2) vehicles to be ordered upon award of the contract. The agency may order additional trucks during the life of the contract.

Vendor must honor bid pricing through the life of the contract. All orders after the initial order will be based on the cost submitted on Line Item 2 of the above bid scenario.

**DNR213015
WILDLIFE RESOURCES
HATCHERY TRUCKS
OPEN END
MANUFACTURER PAGE**

Item	Description	Manufacturer	Model No.
1	Conventional Cab Truck (2012) or Current Model Year) Minimum GVWR Of 36,000 Pounds	Freightliner	2013 M2 106

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Matheny Motors
Date: August 1, 2011

Signed:
Title: Sales Consultant

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Matheny Motors

Authorized Signature: *Jason D. C...* Date: August 1, 2012

State of WV

County of POTOMAC, to-wit:

Taken, subscribed, and sworn to before me this 1ST day of AUGUST, 2012

My Commission expires Nov 9, 2021

NOTARY PUBLIC *Matt S...*





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

Solicitation

NUMBER
DNR213015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Matheny Motors
 4125 1st Ave
 Nitro, WV 25143

SHIP TO

DIVISION OF NATURAL RESOURCES
 (IN CARE OF)
 SURPLUS PROPERTY
 2700 CHARLES AVENUE
 DUNBAR, WV
 25064 766-2626

DATE PRINTED
08/01/2012

BID OPENING DATE: 08/09/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO AMEND THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.						
0001	1	EA		070-54	\$77,907.00	\$77,907.00
				TRUCKS, DIESEL		
***** THIS IS THE END OF RFQ DNR213015 ***** TOTAL:						\$77,907.00

SIGNATURE: <i>Jacob A. ...</i>	TELEPHONE: 304-769-5860	DATE: 8/9/2012
TITLE: Sales Consultant	FEIN: 55-032-0770	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DNR213015

Addendum Number: 1

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

Description of Modification to Solicitation:

To provide answers to all technical questions submitted in accordance with the provisions of the original solicitation (DNR213015) and to extend the bid opening date.

Bid opening date is extended to: 08/09/2012
Bid opening time remains: 1:30 PM EST

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

**ADDENDUM #1
DNR213015**

Question 1:

Engine: Would an engine that exceeds the horsepower and torque specifications, but has a smaller displacement – 506 or 543 VS 560 cubic inches – be accepted?

Answer 1:

Yes, as long as minimum horsepower and minimum torque specifications are met or exceeded.

Question 2:

If circuit breakers are not available, would solid state circuit protection and fuses be acceptable?

Answer 2:

No

Question 3:

There is a new government engine regulation for engines built after January 1, 2013. Since this contract could possibly involve these engines, would it be possible to postpone the bid opening to 8/9/2012 to ensure correct proposals on these units?

Answer 3:

Yes

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR213015

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:

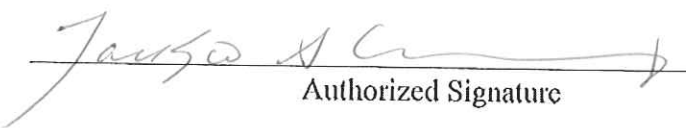
(Check the box next to each addendum received)

- | | |
|--|--|
| <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 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 Motors

Company



Authorized Signature

8/9/2012

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Prepared for:
 Frank Whittaker
 Division of Natural Resources
 2700 Charles Ave
 DNR212113
 Dunbar, WV 25064
 Phone: 304-558-2316

Prepared by:
 Jackie Cummings
 MATHENY MOTOR TRUCK
 COMPANY
 50 Mtheny Lane
 Mineral Springs, WV 26150
 Phone: 3044854418

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-03M	M2 PRL-03M (EFF:01/25/12)			STD
Data Version				
DRL-026	SPECPRO21 DATA RELEASE VER 026			N/C
Vehicle Configuration				
001-172	M2 106 CONVENTIONAL CHASSIS	5,205	3,055	\$86,600.00
004-213	2013 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
A85-002	PICKUP AND DELIVERY/SHORT HAUL SERVICE			STD
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-001	GENERAL FREIGHT COMMODITY			STD
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-091	MEDIUM TRUCK WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 13000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 36000.0 lbs			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
GWWR	RATED MAXIMUM VEHICLE CAPACITY - GWWR : 36000.0 lbs			N/C
Truck Service				
AA3-005	FLATBED/PLATFORM/STAKE BODY			N/C
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
Engine				
101-2G3	CUM ISC-330 330 HP @ 2000 RPM, 2200 GOV, 1000 LB/FT @ 1400 RPM	510	-10	\$13,392.00
Electronic Parameters				
79A-075	75 MPH ROAD SPEED LIMIT			STD
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE ONLY ENABLED			N/C
79N-001	PTO MODE CLUTCH OVERRIDE - CLUTCH ENABLED			N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM			N/C
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBITIT SPEED THRESHOLD - 5 MPH			N/C
Engine Equipment				
99C-010	2010 EPA/CARB EMISSION CERTIFICATION			STD
99D-010	NO 2008 CARB EMISSION CERTIFICATION			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-004	ONE PIECE VALVE COVER			STD
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			STD
124-1E1	DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			\$276.00
292-1D8	(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1850 CCA THREADED STUD BATTERIES			STD
290-017	BATTERY BOX FRAME MOUNTED			STD



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282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
180-049	EATON FULLER 14 INCH DAMPENED CERAMIC CLUTCH, 2 PLATE, STAMPED COVER SOLO (ADJUSTMENT FREE)	45		N/C
183-008	TORQUE LIMITING CLUTCH BRAKE			N/C
181-002	ZERK FITTING WITH EXTENSION HOSE AT CLUTCH RELEASE BEARING			N/C
182-005	HYDRAULIC CLUTCH CONTROL			(\$260.00)
107-032	CUMMINS 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
108-002	STANDARD AIR COMPRESSOR GOVERNOR			N/C
131-013	AIR COMPRESSOR DISCHARGE LINE			N/C
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-032	C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH	80		\$2,717.00
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE			STD
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBITIT SWITCH			\$25.00
239-001	STANDARD EXHAUST SYSTEM LENGTH			STD
237-052	RH STANDARD HORIZONTAL TAILPIPE			STD
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE			N/C
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			N/C
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	20		N/C
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT			(\$94.00)



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171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
168-002	LOWER RADIATOR GUARD			STD
360-998	NO FRONT ENGINE PTO			STD
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$122.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
134-001	ALUMINUM FLYWHEEL HOUSING			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	10		N/C
Transmission				
342-403	EATON FULLER FRO-11210C TRANSMISSION	220	70	\$48.00
Transmission Equipment				
352-998	NO AUXILIARY TRANSMISSION			STD
353-022	VEHICLE INTERFACE WIRING WITH BODY BUILDER CONNECTOR MOUNTED BACK OF CAB			\$79.00
347-001	CAST IRON CLUTCH HOUSING	40	10	N/C
362-1T7	CUSTOMER INSTALLED CHELSEA 221 SERIES PTO			N/C
363-003	PTO MOUNTING, BOTTOM OF MAIN TRANSMISSION			\$26.00
341-017	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION FILL AND DRAIN, AXLE(S) FILL AND DRAIN			N/C
345-001	PAINTED SHIFT LEVER, SOLID LINKAGE			N/C
35T-002	ORGANIC SAE 50W TRANSMISSION LUBE			N/C
Front Axle and Equipment				
400-1EA	DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	60		\$307.00
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES			N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			N/C
427-001	FRONT BRAKE DUST SHIELDS	5		\$80.00
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS			N/C
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD



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416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			N/C
536-050	TRW THP-60 POWER STEERING	10		N/C
539-003	POWER STEERING PUMP			STD
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE			STD
Front Suspension				
620-1D8	13,300# TAPERLEAF FRONT SUSPENSION	95		\$389.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS			STD
Rear Axle and Equipment				
420-1GK	DETROIT DA-RS-23.0-4 23,000# R-SERIES SINGLE REAR AXLE		230	\$816.00
421-391	3.91 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-076	MXL 17N MERITOR EXTENDED LUBE MAIN DRIVELINE WITH FULL ROUND YOKES	85	85	\$340.00
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20	\$702.00
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			N/C
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH			N/C
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			(\$93.00)
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)			N/C
451-023	CONMET CAST IRON REAR BRAKE DRUMS			N/C
425-002	REAR BRAKE DUST SHIELDS		5	\$58.00
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS			N/C
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			N/C
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS			N/C
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE			STD



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Rear Suspension				
622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		150	\$245.00
621-001	SPRING SUSPENSION - NO AXLE SPACERS			STD
431-001	STANDARD U-BOLT PAD			STD
Brake System				
018-002	AIR BRAKE PACKAGE	80	140	\$1,162.00
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			N/C
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			N/C
904-001	FIBER BRAID PARKING BRAKE HOSE			N/C
412-001	STANDARD BRAKE SYSTEM VALVES			N/C
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			N/C
413-002	STD U.S. FRONT BRAKE VALVE			N/C
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			N/C
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	40		\$288.00
479-015	AIR DRYER FRAME MOUNTED			N/C
460-001	STEEL AIR BRAKE RESERVOIRS			N/C
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			N/C
Trailer Connections				
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			N/C
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			STD
Wheelbase & Frame				
545-502	5025MM (198 INCH) WHEELBASE			N/C
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	380	80	\$710.00
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH	-10	40	N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 132.45 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 129.45 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 290.39			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 132.45 in			



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FSS-0LH	FRAME SPACE LH SIDE : 48.77 in			N/C
FSS-0RH	FRAME SPACE RH SIDE : 112.76 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REAR MOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS			STD
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$89.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
585-998	NO MUDFLAP BRACKETS			STD
590-998	NO REAR MUDFLAPS			STD
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
794-001	12 TON JACK WITH HANDLE AND WHEEL WRENCH	12		\$199.00
Fuel Tanks				
204-034	80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	40	10	\$264.00
218-005	RECTANGULAR FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	15		N/C
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-1GA	GOODYEAR G399 LHS FUEL MAX 11R22.5 16 PLY RADIAL FRONT TIRES (MATCH MARKED)	14		\$760.00
094-1KR	GOODYEAR G282 MSD 11R22.5 16 PLY RADIAL REAR TIRES		92	\$1,496.00



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510-2AA	GOODYEAR G399 LHS FUEL MAX 295/75R22.5 14 PLY RADIAL SPARE TIRE (MATCH MARKED)		115	\$587.00
Hubs				
418-045	CONMET PRE-SET BEARING IRON FRONT HUBS			N/C
450-045	CONMET PRE-SET BEARING IRON REAR HUBS			N/C
Wheels				
502-653	ACCURIDE 50487 ACCU-LITE 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC FRONT WHEELS	-16		(\$28.00)
505-653	ACCURIDE 50487 ACCU-LITE 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		-32	(\$56.00)
511-1F2	22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC SPARE WHEEL		68	\$160.00
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
Cab Exterior				
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-003	LEAF SPRING REAR CAB SUSPENSION			\$232.00
678-001	LH AND RH GRAB HANDLES			\$61.00
646-009	PAINTED PLASTIC GRILLE			STD
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE			STD
644-004	FIBERGLASS HOOD			STD
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4		\$135.00
726-001	SINGLE ELECTRIC HORN			STD
728-001	SINGLE HORN SHIELD			N/C
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY			STD
302-001	(5) AMBER MARKER LIGHTS			STD
315-036	4 INCH ROUND CLEAR FOG LIGHTS RECESSED IN BUMPER	6		\$107.00
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5	\$126.00
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE			\$498.00
797-001	DOOR MOUNTED MIRRORS			STD



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796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8" BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
729-001	STANDARD SIDE/REAR REFLECTORS			STD
677-998	NO CAB MOUNTED STEPS			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-013	TINTED WINDSHIELD			STD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED			STD
Cab Interior				
707-1AM	OPAL GRAY CLOTH INTERIOR			STD
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			STD
694-010	IN DASH STORAGE BIN			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-006	GRAY/CHARCOAL FLAT DASH			STD
860-004	SMART SWITCH EXPANSION MODULE			\$229.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER	70		\$1,050.00
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			N/C
170-015	STANDARD HEATER PLUMBING			STD
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			N/C
702-002	BINARY CONTROL, R-134A			N/C
739-036	PREMIUM INSULATION WITH ADDED FLOOR HEAT AND NOISE INSULATION			\$273.00
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES - SEE DEALER OPTIONS			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-014	DOMED LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS			STD



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655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
284-023	(1) 12 VOLT POWER SUPPLY IN DASH			\$13.00
756-081	BOSTROM T910 HIGH BACK AIR SUSPENSION DRIVER SEAT	40		\$264.00
760-081	BOSTROM T910 HIGH BACK AIR SUSPENSION PASSENGER SEAT	30	10	\$264.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-025	GRAY MORDURA CLOTH DRIVER SEAT COVER			\$57.00
761-025	GRAY MORDURA CLOTH PASSENGER SEAT COVER			\$57.00
763-032	3 POINT FIXED D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$478.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL			STD
734-004	GRAY CENTER INSTRUMENT PANEL			STD
870-001	BLACK GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE LIGHT AND BUZZER			N/C
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			N/C
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
721-001	97 DB BACKUP ALARM		2	\$78.00
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-011	ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3			STD
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE			STD
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD



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830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	5		\$62.00
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
746-1A0	AM/FM/WB RADIO WITH CD PLAYER AND FRONT AUXILIARY INPUT	10		\$464.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2		N/C
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
162-011	IDLE LIMITER, ELECTRONIC ENGINE			STD
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			STD
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			N/C
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-970	VENDOR WHITE FRONT WHEELS/RIMS (PW, TKWHT21, W, TW)			STD
966-970	VENDOR WHITE REAR WHEELS/RIMS (PW, TKWHT21, W, TW)			STD
96F-970	VENDOR WHITE SPARE WHEEL/RIM (PW, TKWHT21, W, TW)			N/C



Prepared for:
 Frank Whittaker
 Division of Natural Resources
 2700 Charles Ave
 DNR212113
 Dunbar, WV 25064
 Phone: 304-558-2316

Prepared by:
 Jackie Cummings
 MATHENY MOTOR TRUCK
 COMPANY
 50 Mtheny Lane
 Mineral Springs, WV 26150
 Phone: 3044854418

Data Code	Description	Weight Front	Weight Rear	Retail Price
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			STD

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION			STD
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$115,854.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7136 LBS	4145 LBS	11281 LBS
Dealer Installed Options	0 LBS	0 LBS	
Total Weight⁺	7136 LBS	4145 LBS	11281 LBS

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

DELIVERY & ORDER PROCESSING CHARGE \$1,950.00

Dealer Installed Options

		Weight Front	Weight Rear	Price
FLT15	15' KNAPHEIDE BODY BUILT PER SPEC	0	0	\$11,332.00



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CBRK	CIRCUIT BREAKERS MANUAL RESET (MAIN PANEL) SAE TYPE III WITH TRIP INDICATORS, REPLACES ALL FUSES	0	0	\$70.00
Total Dealer Installed Options		0 LBS	0 LBS	\$11,402.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.



BAKER TRUCK EQUIPMENT

RT. 60 @ MYNES RD/ PO BOX 482

HURRICANE, W.VA. 25526

PHONE: 800-342-3119(WV) FAX 304-722-3829

VIRGIL MAYSE: CUSTOMER SERVICE/TECH SUPPORT/SALES

WWW.BAKER WV.COM

E-MAIL: VIRGIL@BAKERWV.COM

MATHENY MOTORS
PARKERSBURG, W.VA.

ATT: **JACK CUMMINGS**

E-MAIL: jcummings@mathenymotors.com

DATE: MAY 16, 2012

QUOTE# VM051612-00067

“ W.V. DNR”

REFERENCE: 2012 FREIGHTLINER MEDIUM DUTY CAB AND CHASSIS,
MANUAL TRANSMISSION WITH PTO PROVISION

1-PVMXS153C KNAPHEIDE VALUEMASTER X STEEL FLAT BED
*15' 3" LONG X 96" WIDE

*10 GA. SMOOTH STEEL FLOOR

*FORMED CHANNEL SIDE & END RAILS

*RECESSED STAKE POCKETS

*FORMED CHANNEL CROSSMEMBERS

*GUSSET ON EVERY CROSSMEMBER

*7" STRUCTURAL CHANNEL LONG SILLS

*RECESSED MARKER LIGHTS WITH RUBBER GROMETS

*REAR MUD FLAPS

*ICC BUMPER

*UNDERCOATING

*PAINTED BLACK

*COMPLETE IMMERSION ELECTRO DEPOSITION FACTORY PRIMER

1-KH1527LDC KNAPHEIDE HOIST

*DOUBLE ACTING CYLINDER-POWER UP AND DOWN

*SCISSOR TYPE UNDER BODY HOIST

*PTO WITH DIRECT MOUNT HYDRAULIC PUMP

*HYDRAULIC OIL RESERVOIR AND DUMP VALVE

*DUMP CONTROLS ACCESSIBLE BEHIND CAB

*BODY SAFETY PROP

*2" X 3" STEEL BOX TUBING FULL LENGTH SUBFRAME

*INSTALLED \$11,332.00

1-697097 VELVAC BACKUP ALARM

***INSTALLED \$94.00**

TERMS: NET 30 DAYS WITH APPROVED ACCOUNT

FOB HURRICANE, W.VA.

PRICE VALID FOR 30 DAYS

**NOTE: QUOTED PRICE DOES NOT INCLUDE MOVING CHASSIS
COMPONENTS IE: TANKS/BATTERIES/EXHAUST/ETC.**

SIGNATURE REQUIRED TO CONFIRM AND VALIDATE ORDER

X _____ DATE _____