



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

State of West Virginia
Request for Quotation

Proc Folder: 35041

Doc Description: Tandem Tractor

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-09-23	2014-10-23 13:30:00	CRFQ 1400 AGR1500000004	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Matheny Motors

4125 1st Ave

Nitro WV 25143

304-769-5860 x 3601

10/23/14 11:27:46AM

West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd

(304) 558-0468

dean.c.wingerd@wv.gov

Signature X

FEIN # 55-032-0770

DATE 10/14/2014

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

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM 4496 CEDAR LAKES RD RIPLEY WV 25271 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Tandem Tractor	1.00000	EA	\$99,285.00	\$99,285.00

Comm Code	Manufacturer	Specification	Model #
25102100	Freightliner	125 Cascadia	CA125DC

Extended Description :

**THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE OF A MODEL YEAR 2015 CLASS 8 DAY CAB TANDEM TRACTOR, FOR THE FOOD DISTRIBUTION PROGRAM, PER THE ATTACHED SPECIFICATIONS.

*** LINE NUMBER 1- 2015 Class 8 Day Cab Tandem Tractor for Donated Foods

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Fees	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25102100			

Extended Description :

Additional Fees (if necessary)

AGR1500000004	Document Phase Final	Document Description Tandem Tractor	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Prepared for:
 Dean Wingerd
 State of WV Dept of Agriculture
 1900 Kanawha Blvd East
 Charleston, WV 25305-0173
 Phone: 304-558-0468

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-09C	CASCADIA PRL-09C (EFF:08/05/2014)			STD
Data Version				
DRL-012	SPECPRO21 DATA RELEASE VER 012			N/C
Vehicle Configuration				
001-231	CASCADIA 125 INCH DAY CAB	9,087	6,870	\$165,719.00
004-216	2016 MODEL YEAR SPECIFIED			N/C
002-002	SET BACK AXLE - TRACTOR			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-001	TRACTOR/TRAILER CONFIGURATION			STD
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
A85-005	LINEHAUL/LONG 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
995-1AE	FREIGHTLINER LEVEL II WARRANTY			N/C
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 52000.0 lbs			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 100000.0 lbs			
Tractor Service				
AA2-001	VAN TRAILER			STD
AH6-001	SINGLE (1) TRAILER			STD
Engine				
101-2V6	DETROIT DD15 TC 14.8L 455 HP @ 1800 RPM, 2000 GOV RPM, 1550 LB/FT @ 1100 RPM			STD
Electronic Parameters				
79A-065	65 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79D-035	1600 RPM HARD AND SOFT ENGINE LIMIT FOR PROGRESSIVE SHIFTING			N/C
79G-006	5 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE			N/C
79K-005	PTO MODE ENGINE RPM LIMIT - 900 RPM			N/C
79M-002	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED			N/C
79N-001	PTO MODE CLUTCH OVERRIDE - CLUTCH ENABLED			N/C
79P-001	PTO RPM WITH CRUISE SET SWITCH - 600 RPM			N/C
79Q-001	PTO RPM WITH CRUISE RESUME SWITCH - 600 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79T-001	PTO MODE RPM INCREMENT - 25 RPM			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
79W-001	ONE REMOTE PTO SPEED			N/C
79X-005	REMOTE PTO SPEED 1 SETTING - 900 RPM			N/C
80D-001	SOFT CRUISE CONTROL ENABLED			N/C
80G-001	PTO MINIMUM RPM - 600			N/C
Engine Equipment				
99C-013	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14			STD
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)			\$106.00
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-004	ONE PIECE VALVE COVER			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
014-1B2	LOWER WINDSHIELD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER			STD
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-071	(3) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 3375 CCA THREADED STUD BATTERIES			STD
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL	-50	10	\$305.00
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB			N/C
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			N/C
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS			STD
180-1AM	EATON SOLO ADVANTAGE 15-1/2 INCH SELF ADJUSTING CLUTCH			STD
183-008	TORQUE LIMITING CLUTCH BRAKE			STD
181-002	ZERK FITTING WITH EXTENSION HOSE AT CLUTCH RELEASE BEARING			STD
107-044	BW MODEL BA-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE			STD
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			STD
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-002	JACOBS COMPRESSION BRAKE			STD
016-1C1	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH FRAME MOUNTED VERTICAL TAILPIPE (ROUTED UNDER/INSIDE RAIL)			STD
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-038	11 FOOT 06 INCH (138 INCH+0/-5 INCH) EXHAUST SYSTEM HEIGHT			STD
237-1E5	RH CURVED VERTICAL TAILPIPE BACK OF CAB FRAME MOUNTED ROUTED BETWEEN RAILS OVER FRAME			STD
23U-003	23 GALLON DIESEL EXHAUST FLUID TANK	20	5	\$158.00
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			\$32.00

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43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAIPIPE SHIELD(S)			STD
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH			STD
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR			STD
118-001	FULL FLOW OIL FILTER			STD
120-036	DDC SUPPLIED COOLANT FILTER, ENGINE MOUNTED			STD
266-069	1400 SQUARE INCH RADIATOR			STD
103-004	ANTIFREEZE TO -34F, NOAT EXTENDED LIFE COOLANT			STD
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
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4		\$131.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
134-001	ALUMINUM FLYWHEEL HOUSING			STD
155-065	DELCO 12V 39MT+ HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH			STD

Transmission

342-1BM	EATON FULLER RTLO-16913A TRANSMISSION	90	40	\$3,308.00
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Transmission Equipment

347-002	ALUMINUM CLUTCH HOUSING			STD
341-017	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION FILL AND DRAIN, AXLE(S) FILL AND DRAIN			STD
345-001	PAINTED SHIFT LEVER, SOLID LINKAGE			STD
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
35T-003	SYNTHETIC TRANSMISSION LUBE			STD

Front Axle and Equipment

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Data Code	Description	Weight Front	Weight Rear	Retail Price
400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE			STD
40P-998	NO FRONT AXLE ACCESSORIES			STD
402-084	MERITOR 16.5X5 Q+ STAMPED SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
403-043	2011/2013-FMVSS 121 FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
536-050	TRW THP-60 POWER STEERING			STD
539-003	POWER STEERING PUMP			STD
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE			STD
Front Suspension				
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION			STD
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS			STD
Rear Axle and Equipment				
420-1GR	DETROIT DA-RT-40.0-4 HT 40,000# R-SERIES TANDEM REAR AXLE			STD
421-391	3.91 REAR AXLE RATIO			N/C
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		30	\$105.00
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40	STD
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD
452-004	DRIVER CONTROLLED TRACTION DIFFERENTIAL - FORWARD TANDEM/TRIDEM REAR AXLE		20	\$886.00
878-020	(1) INTERAXLE LOCK VALVE AND (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR VALVE			N/C
87B-009	INDICATOR LIGHT AND BUZZER FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH			\$47.00

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423-008	MERITOR 16.5X8.62 Q+ STAMPED SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
433-043	2011/2013-FMVSS 121 REAR BRAKE LININGS			STD
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS			STD
451-023	CONMET CAST IRON REAR BRAKE DRUMS			STD
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS			STD
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			STD
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS			STD
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE			STD
Rear Suspension				
622-218	AIRLINER 40,000# EXTRA DUTY REAR SUSPENSION		160	\$393.00
621-007	AIRLINER HIGH POSITION RIDE HEIGHT			STD
431-004	AXLE CLAMPING GROUP WITH WELDED AXLE SEATS		40	\$260.00
624-016	51 INCH AXLE SPACING			STD
888-047	MANUAL DUMP VALVE FOR AIR SUSPENSION WITHOUT GAUGE			STD
87D-007	INDICATOR LIGHT AND BUZZER FOR EACH REAR SUSPENSION CONTROL SWITCH			STD
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE			STD
623-002	TRANSVERSE CONTROL RODS			STD
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)			STD
Brake System				
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER			N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
483-003	BENDIX OIL COALESCING FILTER FOR AIR DRYER			N/C
460-001	STEEL AIR BRAKE RESERVOIRS			STD
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
Trailer Connections				
481-003	12 FOOT STRAIGHT TRAILER AIR HOSE			STD
476-002	36 INCH STAINLESS STEEL SLIDE BAR WITH SPRING TYPE AIR HOSE HANGER			STD
484-032	COMBINATION DUMMY GLAD HANDS AND LIGHT PLUG HOLDER MOUNTED LH BACK OF CAB WITH GROUND ACCESS			STD
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			STD
297-027	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED LOWER LH BACK OF CAB			STD
331-001	SUPPLEMENTAL J560 7-WAY RECEPTACLE LOCATED WITH PRIMARY RECEPTACLE			\$110.00
310-002	12 FOOT DETACHABLE STRAIGHT PRIMARY TRAILER ELECTRICAL CABLE WITH SAE J560 CONNECTOR			STD
Wheelbase & Frame				
545-495	4950MM (195 INCH) WHEELBASE			N/C
546-099	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6MM/0.281X10.06 INCH) 120KSI	220	-90	\$217.00
552-012	1450MM (57 INCH) REAR FRAME OVERHANG			STD
55W-005	FRAME OVERHANG RANGE: 51 INCH TO 60 INCH			N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 118.03 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 106.26 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 282.12			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 80.66 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 2.36 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 7.73 in			N/C
553-002	FLANGED TAPERED END OF FRAME			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER			N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
Chassis Equipment				
674-001	LH BACK OF CAB ACCESS			STD
592-053	14 INCH (350MM) DECK PLATE FLUSH MOUNTED BETWEEN RAILS			STD
556-105	14.5 INCH HENDRICKSON AERO CLAD BUMPER, STAINLESS STEEL CLAD ALUMINUM	10		\$1,036.00
557-001	CENTER STEP RECESSED IN BUMPER			STD
574-007	BUMPER MOUNTING FOR (3) LICENSE PLATES			STD
585-1AJ	BETTS B-7 STAINLESS STEEL MUDFLAP BRACKETS		10	\$86.00
590-008	KONETA SAFETY GUARD ANTI-SPRAY/SAIL BLACK MUDFLAPS, NO LOGO		10	\$32.00
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS			STD
551-002	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS			STD
Fifth Wheel				
578-1T9	FONTAINE NO-SLACK II 7000 SERIES 7LWB 24.0 INCH AIR SLIDE FIFTH WHEEL WITH CAST TOP PLATE - 2 INCH SLIDE INCREMENTS		10	\$349.00
577-305	FIFTH WHEEL 305MM (12.0 INCHES) AHEAD OF SUSPENSION CENTERLINE			N/C
582-007	184MM (7.25 INCH) FIFTH WHEEL HEIGHT			N/C
570-001	OUTBOARD ANGLE - FIFTH WHEEL MOUNTING			STD
890-001	DASH MOUNTED CONTROL VALVE AND PLUMBING FOR FIFTH WHEEL			STD
579-003	SIDE LEFT FIFTH WHEEL RELEASE			N/C
Fuel Tanks				
206-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - RH	5	5	\$18.00
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	10		\$76.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS			\$242.00
212-014	LH FUEL TANK MOUNTED FORWARD, RH FUEL TANK MOUNTED AFT	30	-30	\$52.00
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD

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Tires				
093-1R7	GOODYEAR G661 HSA 11R22.5 16 PLY RADIAL FRONT TIRES (MATCH MARKED)	20		(\$50.00)
094-2C7	HANKOOK DL11 11R22.5 16 PLY RADIAL REAR TIRES		120	(\$960.00)
Hubs				
418-054	CONMET PRESET PLUS ALUMINUM FRONT HUBS			STD
450-054	CONMET PRESET PLUS ALUMINUM REAR HUBS			STD
Wheels				
502-653	ACCURIDE 50487 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 5-HAND STEEL DISC FRONT WHEELS	-16		(\$4.00)
505-717	ACCURIDE 50408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		-64	N/C
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
Cab Exterior				
829-1AF	125 INCH BBC ALUMINUM CONVENTIONAL CAB			STD
653-004	RH CAB DOOR(S) WITH 70 DEGREE DOOR STOP			STD
651-004	LH CAB DOOR(S) WITH 70 DEGREE DOOR STOP			STD
784-083	DAY CAB ADJUSTABLE AERODYNAMIC DEFLECTOR, FACTORY PAINTED AND INSTALLED	90	10	\$886.00
650-008	AIR CAB MOUNTS			STD
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
678-003	LH AND RH INTERIOR GRAB HANDLES			STD
646-010	CHROME GRILLE WITH INTEGRAL SURROUND			STD
644-001	AERODYNAMIC HOOD			STD
652-001	FREIGHTLINER NAMEPLATES			STD
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED			STD
726-001	SINGLE ELECTRIC HORN			STD
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
312-075	LED LOW BEAM AND HIGH BEAM HEADLIGHTS			STD
302-072	ROOF MOUNTED LED MARKER LIGHTS			STD
311-001	DAYTIME RUNNING LIGHTS			STD
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
300-043	LED SIDE TURN SIGNAL			STD
318-003	(1) FLUSH UTILITY LIGHT MOUNTED LH BACK OF CAB/SLEEPER			STD
31J-012	UTILITY LIGHT SWITCH IN DASH			STD
744-1D2	DUAL BLACK HEATED MIRRORS WITH INTEGRAL CONVEX, LH AND RH REMOTE AND RAIN DEFLECTORS			STD
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
74B-014	RH AND LH VELVAC 8 INCH BRIGHT FINISH HOOD MOUNTED CONVEX MIRRORS WITH SWING ARM BRACKETS, DUAL VIEW			\$21.00
729-001	STANDARD SIDE/REAR REFLECTORS			STD
73A-002	REAR REFLECTIVE DEVICE			STD
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH STEEL SHIELDING			STD
768-059	(2) 28X22 INCH SOLAR TINTED REAR WINDOWS			STD
661-016	SOLAR TINTED DOOR GLASS LH AND RH WITH TINTED FORWARD SIDE GLASS			STD
654-011	RH AND LH ELECTRIC POWERED WINDOWS			STD
663-025	2-PIECE SOLAR TINTED CURVED ROPED-IN WINDSHIELD			STD
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			STD
Cab Interior				
707-1CW	GRAY VINYL INTERIOR			STD
706-034	STANDARD LH DOOR TRIM			STD
708-034	STANDARD RH DOOR TRIM			STD
772-001	BLACK MATS			STD
785-014	(2) DASH MOUNTED POWER OUTLETS AND COIN TRAY			STD
691-017	FORWARD ROOF MOUNTED CONSOLE WITH CENTER LOCKING DOOR			STD
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			STD
741-019	COAT HOOK(S) IN CAB			STD
680-017	PARCHMENT/SHALE WING DASH			STD
700-014	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT OUTLET TEMPERATURE CONTROL			STD
701-002	HVAC DUCTING WITH MAIN FRESH AIR FILTER			STD

Prepared for:
Dean Wingerd
State of WV Dept of Agriculture
1900 Kanawha Blvd East
Charleston, WV 25305-0173
Phone: 304-558-0468

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
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-1AK	STANDARD CAB LIGHTING			STD
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
756-1J6	PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK			\$116.00
760-1J4	BASIC 2.0 HIGH BACK NON SUSPENSION PASSENGER SEAT			STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-1AA	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

732-035	LAZER BLACK DRIVER INSTRUMENT PANEL			STD
870-001	BLACK GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE LIGHT AND BUZZER			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
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
160-026	GATEWAY DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939/1587, LOCATED BELOW DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
845-011	FUEL FILTER RESTRICTION INDICATOR			STD
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE			STD
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
746-1B0	AM/FM/WB RADIO WITH CD PLAYER, BLUETOOTH AND MICROPHONE, USB, FRONT AND REAR AUXILIARY INPUTS AND J1939	10		\$554.00
747-001	DASH MOUNTED RADIO			N/C
750-041	STANDARD SPEAKER SYSTEM			N/C
753-998	NO AM/FM RADIO ANTENNA			(\$62.00)
748-006	POWER AND GROUND WIRING PROVISION			STD
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			STD
752-037	DUAL SIDE MOUNT MULTI-BAND AM/FM/CB ANTENNA SYSTEM			\$119.00
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
813-1B4	DETROIT CONNECT VIRTUAL TECHNICIAN REMOTE ENGINE DIAGNOSTICS (DETROIT ENGINES ONLY)			STD
81X-001	2 YEAR SERVICE CONTRACT INCLUDED WITH VIRTUAL TECHNICIAN			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
264-033	STEERING WHEEL MOUNTED ELECTRIC HORN CONTROL			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
482-001	BW TRACTOR PROTECTION VALVE			STD
883-001	TRAILER HAND CONTROL BRAKE VALVE			STD
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			STD
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-028	MANUAL TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			STD

Design

065-000	PAINT: ONE SOLID COLOR			STD
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Color

980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
979-995	AERODYNAMIC ROOF DEVICE PAINTED SAME AS CAB COLOR A			N/C

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$174,288.00

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 Phone: 3044854418

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9570 lbs	7196 lbs	16766 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	9570 lbs	7196 lbs	16766 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

R1X-001	2 YEAR SERVICE CONTRACT INCLUDED WITH VIRTUAL TECHNICIAN - PRICING	N/C
P73-2FT	STANDARD DESTINATION CHARGE	\$2,000.00

Extended Warranty

WBG-010	CHOICE EXTENDED COVERAGE, 3 YEARS/200,000 MILES/320 000 KM	\$1,815.00
WAI-3T9	EW4: DD15TC GHG14 HWY. \$0 DEDUCTIBLE 3 YR/300K MILE. FULL COVERAGE. SEE DDCCSN.	\$1,650.00
WAL-055	EXTENDED STEER AND TANDEM DRIVE AXLE 3 YEARS/200,000 MILES/320 000 KM	\$168.00
WAQ-025	CAB AND HOOD EXTENDED WARRANTY 3 YEARS/300,000 MILES/480 000 KM	\$85.00
WAG-054	TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 3 YEAR/UNLIMITED MILES/KM, \$550 CAP	\$550.00

Total Extended Warranty (Local Currency) \$4,268.00

Dealer Installed Options

		Weight Front	Weight Rear	Price
M10FM	10" MIRRORS TO REPLACE 8" FENDER MOUNTED MIRRORS	0	0	\$65.00
Total Dealer Installed Options		0 lbs	0 lbs	\$65.00

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(+) 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.

EXHIBIT A

PRICING PAGE

Item No.	Description	Model No/Brand Name	Quantity	Unit Price	Extended Amount
1	2015 Class 8 Day Cab Tandem Tractor	Freightliner Cascadia	1	\$99,285.00	\$99,285.00
2	Additional Fees:				
	Failure to use this form may result in disqualification			GRAND TOTAL	\$99,285.00
	Bidder / Vendor Information				
Name:	Matheny Motors				
Address:	4125 1st Ave				
	Nitro WV 25143				
Phone:	304-769-5860 X 3601				
Email Address:	jcummings@mathenymotors.com				
Authorized Signature:					

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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: October 13, 2014 at 5:00pm

Submit Questions to: Dean Wingerd, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Dean.C.Wingerd@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

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, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

☐ 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: October 23, 2014 at 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
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.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. **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.
13. **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.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. **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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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 or 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. "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.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 _____ and extends for a period of _____ 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 should be 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. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. 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.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☒ **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.

☐ **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 Award Document 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 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 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.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____ or more.

☐ **Builders 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. **WORKERS' COMPENSATION INSURANCE:** The apparent successful 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. **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.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____ 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.

12. **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 Award Document, upon receipt.
13. **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.
14. **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.
15. **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.
16. **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 § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **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.
19. **COMPLIANCE:** 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 law.
20. **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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. 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>.

30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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**. 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**. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information **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.

31. 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.

32. **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.
33. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.
34. **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.
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. 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.
- 38. 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.
- 39. 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.
- 40. 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.

41. 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- d. 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.

43. 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, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; 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.

Matheny Motors

(Company)

Jack Cummings - Sales Consultant


(Authorized Signature) (Representative Name, Title)

304-769-5860 X 3601 Fax 304-769-5866 10/14/2014

(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
Tandem Tractor

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Agriculture to establish a contract for the one time purchase of a 2015 or newer Class 8 Day Cab Tandem Tractor.

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" means 2015 or newer Class 8 Day Cab Tandem Tractor.

2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A. Vendors may also submit bids using the VSS/WV Oasis website and insert pricing on the commodity lines.

2.3 "RFQ" means the official request for quotation published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 2015 or newer class 8 Day Cab Tandem Tractor

3.1.1.1 Wheelbase must accommodate a 48 foot reefer trailer.

3.1.1.2 Engine must be compatible with Cummins ISx15 or Detroit DD15 or equal, minimum HP 450 to maximum HP 500, Jaccobs engine brake or equivalent. **No Exhaust Engine Brake**, Engine Block heater 1500 watts-min, exhaust single vertical stainless steel from motor with guard.

3.1.1.3 Transmission must be 13 speeds or equivalent.

3.1.1.4 Cab Interior and Exterior must have Air conditioner with heat and filter.

**REQUEST FOR QUOTATION
Tandem Tractor**

- 3.1.1.5 Full gauge package, Power windows both sides, Mirrors—remote controlled with built in convex and heated, minimum 10 inch convex mounted on LH & RH front fender or hood.
- 3.1.1.6 Radio—AM-FM-CD and blue tooth, prewired for CB Radio including dual mounted antenna's on mirrors.
- 3.1.1.7 Driver seat Bostrom high profile (910 or BAJH) or equal, no air seat on passenger side.
- 3.1.1.8 Sun visor—Interior both sides padded.
- 3.1.1.9 Power steering, Tilt & telescopic steering & smallest steering wheel available for unit with Cruise control.
- 3.1.1.10 Anti-sail mud flaps with stainless mounts.
- 3.1.1.11 Roof mounted air deflector not to exceed 12.5' total truck height.
- 3.1.1.12 Cat walk mounted behind cab, all pigtailed spring mounted on back of cab with glad hand mount, 12volt pigtail to charge lift gate on trailer.
- 3.1.1.13 Stainless front bumper.
- 3.1.1.14 Fuel Tanks must be Minimum 100 gallon LH & 100 gallon RH aluminum. With stainless mounts and straps.
- 3.1.1.15 Front Axle must be Minimum 12,000 pound capacity. Step back for tight turning springs: Flat leaf or taper leaf.
- 3.1.1.16 Rear Axle must be Minimum 40,000 pound capacity Tandem with driver controlled differential lock suspension: air ride with inside cab mount dump valve. Geared to maintain 70 MPH at 300-RPM below governor on engine.

**REQUEST FOR QUOTATION
Tandem Tractor**

- 3.1.1.17** Tires & Wheels must be 11R22.5 Steer & 11R22.5 all season on rear (no low profile) 16 ply.
- 3.1.1.18** Wheels: Alloy.
- 3.1.1.19** Brakes must be "S" cam brakes with auto adjusters, Air dryer: Bendix "system guard" AD-9 or equal.
- 3.1.1.20** Electrical must be Aluminum. Battery box & covers—12volt system.
- 3.1.1.21** Fifth Wheel must be Fontain no-slack II, C7000 series with air slide 24 inch travel or equal.
- 3.1.1.22** Warranty must be 3 year bumper to bumper.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the 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 or on the commodity lines if bid electronically via the VSS system.

4.2 Pricing Page: Vendor should complete the Pricing Page by listing the equipment make, model and cost along with any additional equipment fees. Vendor should complete the Pricing Page, or commodity lines in full as failure to complete in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate.

5. PAYMENT:

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

REQUEST FOR QUOTATION
Tandem Tractor

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 180 Days working days after receiving the purchase order. Contract Items must be delivered to Agency at 4496 Cedar Lakes Road, Ripley, WV 25271.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

State of West Virginia

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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% 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% 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% 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. X Application is made for 3.5% 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% 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

Signed: 

Date: 10/14/2014

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 MotorsAuthorized Signature: [Signature] Date: 10/14/2014State of West VirginiaCounty of Lincoln, to-wit:Taken, subscribed, and sworn to before me this 14th day of October, 2014My Commission expires Feb. 5, 2023**AFFIX SEAL HERE****NOTARY PUBLIC**[Signature]
Purchasing Affidavit (Revised 07/01/2012)