



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

State of West Virginia
Request for Quotation
13 - Equipment

Proc Folder: 107308

Doc Description: DNR, three (3) two-ton trucks with dump beds

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-06	2016-02-17 13:30:00	CRFQ 0310 DNR1600000022	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

02/17/16 08:20:06
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

FEIN # 55-032-0770

DATE 2/16/2016

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

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Wildlife Resources Section, Cold Water Fish Management to establish a contract for the One-Time purchase of Three (3) Two-Ton Truck Cabs and Chassis with Dump Beds, per the attached bid requirements, specifications and terms and conditions.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION 324 4TH AVE SOUTH CHARLESTON WV25303 US	STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY 2700 CHARLES AVENUE DUNBAR WV 25064 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Two Ton Truck with cab chassis and dump bed	3.00000	EA	\$84,605.00	\$253,815.00

Comm Code	Manufacturer	Specification	Model #
25101601	Freightliner	with a Structural Platform Body installed by Matheny on a 2017 M2 106	

Extended Description :

Two Ton Truck with cab chassis and dump bed

DNR160000022	Document Phase Draft	Document Description DNR, three (3) two-ton trucks with dump beds	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 13 - Equipment

Proc Folder: 107308

Doc Description: Addendum No.01;DNR, three (3) two-ton trucks w/dump beds

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-29	2016-02-17 13:30:00	CRFQ 0310 DNR1600000022	2

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

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

Jackie A. [Signature] FEIN # 55-032-0770

DATE 2/16/2016

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

ADDITIONAL INFORMATION

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Wildlife Resources Section, Cold Water Fish Management to establish a contract for the One-Time purchase of Three (3) Two-Ton Truck Cabs and Chassis with Dump Beds, per the attached bid requirements, specifications and terms and conditions.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION 324 4TH AVE SOUTH CHARLESTON WV25303 US	STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY 2700 CHARLES AVENUE DUNBAR WV 25064 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Two Ton Truck with cab chassis and dump bed	3.00000	EA	\$84,605.00	\$253,815.00

Comm Code	Manufacturer	Specification	Model #
25101601	Freightliner	Structural Platform Body supplied by Matheny mounted on a M2 106	

Extended Description :

Two Ton Truck with cab chassis and dump bed



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

State of West Virginia
 Request for Quotation
 13 - Equipment

Proc Folder: 107308

Doc Description: Addendum No.02;DNR, three (3) two-ton trucks w/dump beds

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-08	2016-02-17 13:30:00	CRFQ 0310 DNR1600000022	3

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
 304-769-5866 x 3601

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

FEIN # 55-032-0770

DATE 2/16/2016

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.02 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Wildlife Resources Section, Cold Water Fish Management to establish a contract for the One-Time purchase of Three (3) Two-Ton Truck Cabs and Chassis with Dump Beds, per the attached bid requirements, specifications and terms and conditions.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION 324 4TH AVE SOUTH CHARLESTON WV25303 US		STATE OF WEST VIRGINIA IN CARE OF SURPLUS PROPERTY 2700 CHARLES AVENUE DUNBAR WV 25064 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Two Ton Truck with cab chassis and dump bed	3.00000	EA	\$84,605.00	\$253,815.00

Comm Code	Manufacturer	Specification	Model #
25101601	Freightliner with a Structural Platform Body Installed by Matheny on a 2017 M2 106		

Extended Description :

Two Ton Truck with cab chassis and dump bed

SOLICITATION NUMBER: CRFQ 0310 DNR1600000022

Addendum Number: No.01

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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Attachment of Pre-Bid sign in sheet.
2. Pictures of equipment installed on current trucks

No other Changes.

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.

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ATTACHMENT A

SIGN IN SHEET

Page ____ of ____

Request for Proposal No. _____

PLEASE PRINT

Date: _____

*** PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD**

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Newman's Int Sales, LLC</u>	<u>PO Box 1334</u>	PHONE <u>304-614-0469</u>
Rep: <u>Beau Newman</u>	<u>Elkins, WV 26241</u>	TOLL FREE
Email Address: <u>BEAU@NEWMAN'SWV.COM</u>		FAX <u>304-636-7155</u>
Company: <u>Thornhill Ford</u>	<u>500 FAIRVIEW DR.</u>	PHONE <u>304-552-1815</u>
Rep: <u>Chuck HADEN</u>	<u>Chapmansville, WV</u>	TOLL FREE
Email Address: <u>CHUCK.HADEN@THORNHILLAUTOMOTIVE.COM</u>	<u>25508</u>	FAX
Company: <u>Heritage TRUCK</u>	<u>408 N GOLF MT RD</u>	PHONE
Rep: <u>GARY DENNIS</u>	<u>CROSS LAKE, WV 25313</u>	TOLL FREE
Email Address: <u>G.Dennis@HeritageTRUCKS.COM</u>		FAX
Company: <u>WEST VIRGINIA TRACTOR</u>	<u>P.O. Box 473</u>	PHONE <u>304-346-5301</u>
Rep: <u>GARY GRADY</u>	<u>Charleston, WV 25322</u>	TOLL FREE <u>800-640-8245</u>
Email Address: <u>WVtractor@msn.com</u>		FAX <u>304-346-5305</u>
Company: <u>Matheny Motors</u>	<u>4125 1ST AVE</u>	PHONE <u>304-769-5860 x3601</u>
Rep: <u>Jackie Cummings</u>	<u>NITRO WV 25143</u>	TOLL FREE
Email Address: <u>jcummings@mathenymotors.com</u>		FAX <u>304-769-5866</u>

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SIGN IN SHEET

Request for Proposal No. _____

PLEASE PRINT

Date: _____

*** PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD**

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WV DNR</u>	<u>PO Box 67</u>	PHONE <u>304-637-0245</u>
Rep: <u>Jim Hedrick</u>	<u>Elkins, WV 25241</u>	TOLL FREE
Email Address: <u>Jim.d.hedrick@wv.gov</u>		FAX
Company: <u>WV DNR</u>	<u>1988 Spring Run Road</u>	PHONE <u>304-257-4188</u>
Rep: <u>Eric Hevener</u>	<u>Unit 1</u>	TOLL FREE
Email Address: <u>eric.d.hevener@wv.gov</u>	<u>Petersburg, WV 26847</u>	FAX
Company: <u>WV PURCHASING DIVISION</u>	<u>2019 WASHINGTON ST. EAST</u>	PHONE <u>304-558-2596</u>
Rep: <u>Guy RISBET</u>		TOLL FREE
Email Address: <u>Guy.L.RISBET@WV.GOV.</u>	<u>CHARLESTON, WV. 25305</u>	FAX <u>304-558-3970</u>
Company: <u>WV Purchasing Division</u>	<u>2019 Washington St.</u>	PHONE <u>304-558-4317</u>
Rep: <u>Sheila Hannah</u>		TOLL FREE
Email Address: <u>Sheila.L.Hannah@WV.gov</u>	<u>Charleston, WV</u>	FAX <u>304-558-3970</u>
Company: <u>WV Purchasing Division</u>	<u>2019 Washington St.</u>	PHONE
Rep: <u>Michelle Childers</u>	<u>Charleston, WV 25305</u>	TOLL FREE <u>304-558-2063</u>
Email Address: <u>Michelle.L.Childers@WV.gov</u>		FAX

000007

MATHENY TRUCK CENTER

4125 1st Avenue
Nitro, WV 25143

Jack Cummings

Commercial Sales Coordinator
jcummings@mathenymotors.com
304.769.5860 x3601
877.986.4876
304.539.3817
www.mathenymotors.com



We service what we sell.



SERVING LOCATIONS THROUGHOUT WEST VIRGINIA AND KENTUCKY

Beckley, WV 304.254.7827	Crab Orchard, WV 304.253.3366	Heritage Bus Sales 304.945.2490
Bluefield, WV 304.325.8118	White Sulphur Springs, WV 304.536.2000	Heritage Lease & Rental 304.769.0444
Charleston, WV 304.776.5600		Louisa, KY 606.638.0821

Newlons International Sales, LLC

Beau Newlon
P.O. Box 1334
Rt 250 South Beverly Pike
Elkins, WV 26241
T: 304.636.4561
F: 304.636.7155
M: 304.614.8469
E: beau@newlonswv.com

Chuck Haden

Commercial Manager

107 MacCorkle Avenue
South Charleston, WV
Cell (304) 552-1815
Office (304) 744-0707
chuck.haden@thornhillautomotive.com

OFFICE (304) 346-5301
(800) 640-8245



WEST VIRGINIA TRACTOR COMPANY

CONSTRUCTION, MINING, MUNICIPAL & INDUSTRIAL EQUIPMENT

www.wvtractor.com

GARY W. GRADY
PRESIDENT
Res. (304) 346-9372
Cell (304) 649-6088

P. O. BOX 473
214 VIRGINIA ST. W.
CHAS., WV 25322/25302

wvtractor@msn.com





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000010



000011

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

James D. ...

Authorized Signature

2/16/2016

Date

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

Revised 6/8/2012

SOLICITATION NUMBER: CRFQ 0310 DNR1600000022

Addendum Number: No.02

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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Vendor submitted questions and Agency responses to those questions.

No other Changes.

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

CRFQ DNR16*22
Two (2) Ton Dump Trucks
Vendor Questions and Agency Responses
02/04/2016

- Q.1 Will these trucks be used to haul fish tanks? If so, that will raise questions about the material, such as aluminum vs. steel, and other specs.
- A.1. We need to stay with steel and specs.
- Q.2. Do you want a bulkhead? If so, what are the specs?
- A.2. No – Would be our way due to plumbing
- Q.3. Do you want a trailer tow hitch? If so, what type and what capacity and the type of lights/brake plug?
- A.3 No.
- Q.4. Do you want a tool box? If so, please describe.
- A.4. No – We will construct
- Q.5. Do you want spot light area lights? If, so please describe.
- A.5. No
- Q.6. Do you want warning strobe light(s)? If so, please describe the light(s) and location(s).
- A.6. No – We will construct
- Q.7. Do you want a ladder or steps to the bed?
- A.7. No – We will construct
- Q.8. Please describe the hold-down system required, such as stake pockets or mounting holes or tied down rail and any reinforcement required for heavy loads.
- A.8. - Tanks are bolted – Nothing additional required
- Q.9. What about an underride rear bumper?
- A.9. - No

Q.10. What is the warranty required for just the dump bed?

A.10. - 3 years - Hoist, Pump, and scissor assembly

Q.11. What paint color is required for the dump bed?

A.11. - Black

Q.12. 3.1.1.2.4 states "Clear frame from back of cab on left and right side to rear axles preferred; however, a maximum 36" protrusion beyond the cab on the left side for fuel and DEF tanks if needed is acceptable, and a 2.5" protrusion right side to allow for the vertical exhaust"

A.12. See question #13

Q.13. Can the "rear axles preferred" be changed to "front of suspension bracket"?

A.13. Yes, this can be changed

Q.14. 3.1.1.11.2 states "Must have a minimum of three (3) 12-volt batteries with a minimum 1850 cold crank amps.

A.14. - Must have minimum of 1850 cranking amps regardless of the number of batteries

Q.15. Will two (2) 12-volt batteries be acceptable as long as they meet or exceed the 1850 cold cranking amps requirement. For example - two (2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES.

A.15. - Yes

Q.16. Page 28, Item # 3.1.1.6.1 Must have a minimum rating of 315 horsepower, Minimum 725 ft. lb. torque

A.16. - We must have 960 ft. lb. torque

Q.17. Page 29, Item # 3.1.1.6.5 Engine exhaust brake acceptable with down-shift capable auto transmission for retarding and braking capability equivalent to engine retarding by compression brake.

A.17. - Must be as state in original specifications.

Q.18. Page 29, Item # 3.1.1.8.1 Minimum of 65 gal aluminum non- polished fuel tank

A.18. - Must be as state in original specifications.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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(Check the box next to each addendum received)

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| <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

Jason A. Z...

Authorized Signature

2/16/2016

Date

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

Revised 6/8/2012

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:

Division of Natural Resources Headquarters
324 4th. Ave.
South Charleston, WV. 25303
01/28/2016 at 11:00 AM. EST.

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 nonbinding.

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

Question Submission Deadline: 02/04/2016 at 10:00 AM. EST.

Submit Questions to:	Guy Nisbet
2019 Washington Street, East	
Charleston, WV 25305	
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)	
Email:	Guy.L.Nisbet@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, 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. Submission of a response to a request for proposal is not permitted in wvOASIS. 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: (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: 02/17/2016 at 1:30 PM. EST.

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.

- 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: 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:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. 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 §§ 148-1-6.1.e.
- 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 laws, regulations, and ordinances.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 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. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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 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:
 - 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.

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REQUEST FOR QUOTATION
West Virginia Division of Natural Resources, Wildlife Section
Three (3) Two-Ton Truck Cab and Chassis with Dump Beds

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Wildlife Resources Section, Cold Water Fish Management to establish a contract for the One-Time purchase of Three (3) Two-Ton Truck Cabs and Chassis with Dump Beds.
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 Two-Ton Truck Cabs and Chassis with Dump Beds as more fully described by these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit “A”, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“GVWR”** means Gross Vehicle Weight Rating.
 - 2.5 **“CFM”** means Cubic Feet Minute.
 - 2.6 **“PTO”** means Power Take Off.
 - 2.7 **“DEF”** means Diesel Exhaust Fluid.
 - 2.8 **“LED”** means Light Emitting Diode.
 - 2.9 **“psi”** means pounds per square inch.
 - 2.10 **“EPA”** means Environmental Protection Agency
 - 2.11 **“RPM”** means Revolutions per Minute.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources, Wildlife Section
Three (3) Two-Ton Truck Cab and Chassis with Dump Beds

3. GENERAL REQUIREMENTS:

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

3.1.1 Trucks - Cab and Chassis with Flat Dump Beds:

3.1.1.1 Truck Cab and Chassis:

3.1.1.1.1 Truck Cab and Chassis must have a minimum Gross Vehicle Weight Rating "GVWR" of 35,000 lbs. or more.

3.1.1.2 Frame -- the following mandatory requirements are related to the truck cab and chassis frame:

3.1.1.2.1 The steel used to construct the frame must have a minimum of 120,000 psi yield strength, not to exceed 180,000 psi. Vendor must provide certification at delivery.

3.1.1.2.2 Cab to Axle: Minimum 131", Maximum: 133" to accommodate a 16' body with an 8" back of cab to front of body clearance.

3.1.1.2.3 Bumper must include (2) Front Tow Hooks that must be frame mounted.

3.1.1.2.4 Clear frame from back of cab on left and right side to rear axles preferred; however, a maximum 36" protrusion beyond the cab on the left side for fuel and DEF tanks if needed is acceptable, and a 2.5" protrusion right side to allow for the vertical exhaust.

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West Virginia Division of Natural Resources, Wildlife Section
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3.1.1.3 Cab – the following are mandatory requirements related to the cab.

- 3.1.1.3.1 Cab must contain an ambient temperature display to monitor outside temperature.**
- 3.1.1.3.2 Cab must contain a tilt hood and fenders.**
- 3.1.1.3.3 Cab must contain inner fender panels to protect from material/debris entering the engine compartment.**
- 3.1.1.3.4 Cab must contain a tilt steering column and a cruise control.**
- 3.1.1.3.5 Driver and Passenger seats must be bucket style with high back design with headrest.**
- 3.1.1.3.6 Driver and Passenger seats must be air ride equipped.**
- 3.1.1.3.7 Driver and Passenger seats must provide air lumbar, hip / back /side bolsters.**
- 3.1.1.3.8 Driver and Passenger seats must be covered with cloth, "Mordura" or Equal, meaning stain-resistant, surface cleanable, polyester/nylon material that has examples of use in heavy duty truck seating.**
- 3.1.1.3.9 Floor mats must be made of rubber material with non-absorbent backing and be placed on the driver and passenger sides.**
- 3.1.1.3.10 Cab must include a fresh air type heater and defroster.**
- 3.1.1.3.11 Cab must include windshield wipers and washers that contain an intermittent feature.**

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources, Wildlife Section
Three (3) Two-Ton Truck Cab and Chassis with Dump Beds

3.1.1.4 Instruments – the following instruments must be contained in the truck cab and chassis:

- 3.1.1.4.1 Must include a speedometer with Odometer.**
- 3.1.1.4.2 Must include a brake system air pressure gauge.**
- 3.1.1.4.3 Must include a dash mounted engine air filter restriction indicator.**
- 3.1.1.4.4 Must include a fuel gauge with low fuel warning indicator.**
- 3.1.1.4.5 Must include an engine oil pressure gauge and low oil warning indicator.**
- 3.1.1.4.6 Must include an engine temperature gauge and high temperature warning indicator.**
- 3.1.1.4.7 Must include a low engine coolant indicator**
- 3.1.1.4.8 Must include brake system low air pressure warning at 60 PSI.**
- 3.1.1.4.9 Must include transmission temperature gauge and high temperature warning indicator.**
- 3.1.1.4.10 Must include a voltmeter or ammeter.**
- 3.1.1.4.11 Must include an engine RPM Tachometer.**
- 3.1.1.4.12 Must include an engine hour meter – regulated by engine operation and not by key switch or ignition control.**

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources, Wildlife Section
Three (3) Two-Ton Truck Cab and Chassis with Dump Beds

3.1.1.5 Accessories – The following accessories must be included with the truck cab and chassis.

3.1.1.5.1 Air Horn(s) – if cab mounted or exposed to external elements, air horn(s) must have snow shield(s) and must be positioned in such a manner as to allow adequate clearance.

3.1.1.5.2 Must include a reverse warning alarm.

3.1.1.5.3 Must include a minimum of two dash mounted 12-volt auxiliary plug.

3.1.1.5.4 The cab must include rear view mirrors that are:

a. Dual Heated.

b. Manufacturer's standard rectangular mirrors with convex or spot mirror mounted in or under standard mirror. Standard rectangular mirrors to be power adjustable with heated heads. Convex or spot mirrors can be manual adjust.

c. Fore and aft breakaway.

d. Corrosive resistant with housing and mounting brackets finish equal to that of stainless steel, powder coat, aluminum or molded plastic.

3.1.1.5.5 Cab shall have grab handle(s) including:

a. Both internal and external cab, which will be installed on driver's side, and internal cab handle, which will be installed on the passenger side, shall be mounted at the rear of each door opening.

b. On the cab exterior located on the driver side. This handle shall contain a non-slip insert for bed inspection.

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West Virginia Division of Natural Resources, Wildlife Section
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- 3.1.1.5.6 Cab must have the manufacturer's standard tinted safety glass installed throughout the front, sides, and rear.
- 3.1.1.5.7 Cab must have dual power windows and power door locks.
- 3.1.1.5.8 Cab must have the manufacturer's AM/FM/CD/MP3 stereo with USB connection and Bluetooth feature.
- 3.1.1.5.9 Cab must include fresh air type air conditioning.
- 3.1.1.5.10 Mud flaps shall be provided and installed on the cab behind the left and right front tires.
- 3.1.1.5.11 Auxiliary driving/fog lights must be mounted in the bumper.
- 3.1.1.5.12 Cab must contain an emergency triangle warning kit and wrench to fit front and rear lug nuts.
- 3.1.1.6 **Engine – the truck cab and chassis must have a turbo charged diesel engine that includes the following:**
 - 3.1.1.6.1 Must have a minimum rating of 315 horsepower, Minimum 960 ft. lb. torque.
 - 3.1.1.6.2 Must have fuel heater/water separator, which may be mounted inside engine compartment or be mounted inside frame if mounted behind cab.
 - 3.1.1.6.4 Must have a minimum 1000 watt/115v engine block heater. The block heater plug must have a weather proof spring loaded cap.

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- 3.1.1.6.5** Must have a minimum of a 2-stage engine compression brake with switch. Must be able to switch between stages and have an off position. **Engine exhaust brake not acceptable.**
- 3.1.1.6.6** Must have a single, cab mounted, vertical exhaust pipe with a turned out tail pipe with less than 2.5 inch protrusion behind cab, as short as possible above cab.
- 3.1.1.7 Cooling System – the following mandatory requirements are related to the cooling system which will be provided with the truck cab and chassis.**
- 3.1.1.7.1** The cooling system must be filled permanent type extended life coolant. The coolant used must be rated at -34° or lower.
- 3.1.1.8 Fuel Tank – the truck cab and chassis must have a fuel tank that will:**
- 3.1.1.8.1** Minimum of seventy (70) gallon non-polished aluminum fuel tank on the left side under cab, while maintaining no more than a 36" protrusion beyond back of cab.
- 3.1.1.8.2** Fuel tank must be mounted under cab on left side. Maximum 36" protrusion from back of cab on left side permitted to meet EPA guide lines, providing right side is clear, except for possible 2.5" protrusion to allow for vertical exhaust.
- 3.1.1.9 Drive Train – the truck cab and chassis must have a drive train that will:**
- 3.1.1.9.1** Must have an automatic, minimum 6-speed transmission with a performance setting which is specific for mountainous driving. Transmission must be filled with synthetic oil and have a minimum 5 year warranty against transmission failure.

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- 3.1.1.9.2 Must have provision for PTO (Power Take Off).
- 3.1.1.9.3 Must have PTO electric shift with control panel mounted on dash.
- 3.1.1.9.4 Must have front axle with a minimum load capacity of 13,000 lbs.
- 3.1.1.9.5 Must have taper leaf springs with a minimum capacity of 13,000 lbs.
- 3.1.1.9.6 Must have shock absorbers on front and rear axles.
- 3.1.1.9.7 Must have power steering.
- 3.1.1.9.8 Must have rear axle single reduction with a minimum load capacity of 23,000 lbs.
- 3.1.1.9.9 Must have 4,500 lb. auxiliary springs on rear axle.
- 3.1.1.9.10 Must have a gear ratio between 4.10:1 – 4.20:1.
- 3.1.1.9.11 Must have axle with driver controlled differential lock with dash mounted switch.
- 3.1.1.9.12 Must have “splice-free” circuit interface capability with a connection plug provided. Circuit interface shall be located at rear of frame to provide the third party body “builder” the ability to connect seamlessly to the stop, tail and marker light circuits. The ignition controlled auxiliary feed must be grounded to insure chassis wiring integrity.
- 3.1.1.9.13 Must have air anti-lock drum brakes with air compressor with a minimum rating of 13.2 CFM.

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- 3.1.1.9.14** Must have air-dryer with heater and moisture ejector system, with automatic drains on air tanks.
- 3.1.1.9.15** Must have low air pressure warning light and buzzer for brakes.
- 3.1.1.9.16** Must have automatic slack adjuster on front and rear brakes. (refer to 3.1.1.9.13)
- 3.1.1.10 Tires and Wheels** – the following are mandatory requirements related to the truck cab and chassis tires and wheels.
 - 3.1.1.10.1** Must be steel disc 5-handhold 22.5" painted steel shells. Spare wheel should match.
 - 3.1.1.10.2** Front tires must be 11R22.5 (Minimum load range H); Radial Tubeless Highway Tread.
 - 3.1.1.10.3** Rear tires must be 11R22.5 (Minimum load range H); Radial Tubeless Mud and Snow tread.
 - 3.1.1.10.4** Spare tire tread to be same as front tire tread.
- 3.1.1.11 Electrical System** – the truck cab and chassis must have an electrical system that will:
 - 3.1.1.11.1** Must have a 12 volt negative ground system.
 - 3.1.1.11.2** Must have a minimum of three (3) 12-volt batteries with a minimum 1850 cold crank amps.
 - 3.1.1.11.3** Must have a 12 volt alternator with minimum output of 185 amps.

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3.1.1.11.4 Must have LED or incandescent headlamps.

3.1.1.11.5 Must have LED or incandescent stop, turn and tail lights.

3.1.1.12 Paint:

3.1.1.12.1 Must be dark green or Forest Green, confirm correct color prior to ordering vehicle with Jim Hedrick, Hatchery Program Manager.

3.1.1.13 Flat Dump Bed – the following are mandatory requirement related to flat dump bed.

3.1.1.13.1 Flat steel platform type with a minimum 15-ton single cylinder hydraulic scissor hoist.

3.1.1.13.2 Electric shift PTO control to be mounted on dash of cab.

3.1.1.13.3 Must have a hoist pump control lever, cable type not acceptable, must be mounted as close to the back of the cab as possible, in an easily accessible location to the outside rear of cab on driver's side. The hydraulic reservoir is to be mounted inside of frame if possible, but mounting on driver's side outside of frame is acceptable.

3.1.1.13.4 Platform must be 16 feet minimum – 16' 3" maximum long by 8' wide, constructed of 3/16" or 10 gauge 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" minimum – 6" maximum, 11 gauge steel channel on 12 inch centers and welded to bed sills. Front and rear cross-members and every

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cross-member in between to be braced to bed sill with ¼" steel plates, triangular in shape with 6" minimum – 8" maximum edges.

3.1.1.13.5 Side rails and ends to be 5.5" minimum – 6" maximum high and to be 12 gauge metal. Bed sills to be 6.5" minimum – 7.5" maximum construction channel, sufficient height to allow enough clearance for use of tire chains on a fully loaded truck.

3.1.1.13.6 Bed must be mounted 8" from rear of cab. Bed must have LED clearance and marker lights.

3.1.1.13.7 A minimum of a Three (3) year 36,000 mile warranty and service policy to be included and shall be honored by all the manufacturer's authorized dealers.

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.

4.2 Pricing Page: Vendor should complete the Pricing Page by submitting a unit price for the complete contract item that includes all pricing for the mandatory requirements listed in section 3.1 and multiplying by the quantity by three (3) and list the extended cost which is the total bid amount plus shipping charges. Vendor should complete the Exhibit "A" Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form

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with their pricing information and include it as an attachment to their online response.

If unable to respond online Vendor must submit the Exhibit "A" Pricing Page in their entirety with your bid prior to the scheduled bid opening date and time.

Vendor must identify "or Equal" Brand and Model of equipment being submitted for bid with their submitted bid response. Vendor should provide equipment brochures with their submitted bid noting equipment being submitted for bid with their submitted bid response. This information will be required before award of contract.

5. PAYMENT:

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

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 or notice to proceed. Vendor shall deliver the Contract Items within one hundred and twenty (120) calendar days after receiving a purchase order. Contract Items must be delivered to Agency at Surplus Properties, 2700 Charles Avenue, Dumbar, WV 25064.

The Vendor must receive prior approval from Surplus Property to deliver vehicles. The delivery request must be made at least five (5) working days in advance. Surplus Property will accept a maximum amount of twenty (20) vehicles per day and no deliveries will be accepted after 3:30 PM. EST.

Surplus Property Contact:
Doug Elkins
304.768.2626 (phone)
304.766.2631 (fax)

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.

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- 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.

7 VENDOR DEFAULT:

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

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

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

- 7.2.1** Immediate cancellation of the Contract.

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

Exhibit "A" PRICING PAGE
West Virginia Division of Natural Resources, Wildlife Section
Three (3) Two-Ton Truck Cab and Chassis with Dump Beds

Item No.	Description	Manufacturer and Model	Qty.	Unit Price	Extended Price
1	Two Ton Truck Cab and Chassis with flat Dump Beds, complete contract item including all mandatory requirements listed in Section 3.1.	2017 FREIGHTLINER M2 106 WITH A BODY FROM MATHENY	3	84,605.00	253,815.00
TOTAL BID AMOUNT (Includes Shipping Costs)					253,815.00

*If bidding "or equal" brands, vendor should include manufacturer's literature documenting it meets the mandatory requirements stated in the specifications with vendor's submitted bid response. This documentation will be required before award of contract.

Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the RFQ.

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;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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. 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) rescind the contract or purchase order; 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.

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: 
Title: Sales Consultant

Date: 2/16/2016

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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: Mother's Motors

Authorized Signature: Jacques S. C. Date: 2/16/2016

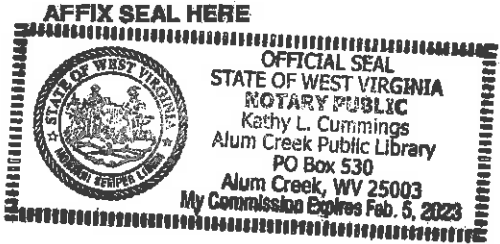
State of West Virginia

County of Lincoln, to-wit:

Taken, subscribed, and sworn to before me this 16th day of February, 2016

My Commission expires Feb 5, 2023

NOTARY PUBLIC Kathy L. Cummings
Purchasing Affidavit (Revised 08/01/2015)



**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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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

2/16/2016

Date

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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)

 Jackie S Cummings - Sales Consultant

(Authorized Signature) (Representative Name, Title)

304-769-5860 x 3601 Fax - 304-769-5866 Feb 16, 2016

(Phone Number) (Fax Number) (Date)

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-14M	M2 PRL-14M (EFF:10/05/15)			STD
Data Version				
DRL-016	SPECPRO21 DATA RELEASE VER 016			N/C
Vehicle Configuration				
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503	\$98,616.00
004-217	2017 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			
Truck Service				



Data Code	Description	Weight Front	Weight Rear	Retail Price
AA3-001	DRY VAN BODY			STD
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
Engine				
101-2XD	CUM ISL 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	640	30	\$13,392.00
Electronic Parameters				
79A-075	75 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM			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 INHIBIT SPEED THRESHOLD - 5 MPH			N/C
Engine Equipment				
99C-016	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14			STD
99D-010	NO 2008 CARB EMISSION CERTIFICATION			N/C
13E-001	STANDARD OIL PAN			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			\$165.00
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES			\$41.00
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
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

Data Code	Description	Weight Front	Weight Rear	Retail Price
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL 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
128-032	C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH	80		\$2,548.00
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	\$852.00
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			N/C
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)			N/C
273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE			N/C
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
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
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) 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
168-002	LOWER RADIATOR GUARD			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$99.00
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			N/C
Transmission				
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60	\$6,785.00
Transmission Equipment				
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			N/C
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
353-066	VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT END OF FRAME			\$67.00
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED			\$38.00
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD
Front Axle and Equipment				
400-1EA	DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE			\$237.00
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES			STD
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
409-021	SKF SCOTSEAL PLUS XL 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-001	ORGANIC SAE 80/90 FRONT AXLE LUBE			STD
Front Suspension				
620-1D8	13,300# TAPERLEAF FRONT SUSPENSION	75		\$313.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS			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		30	\$648.00
421-410	4.10 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	5	5	\$20.00
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20	\$774.00
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			N/C

Data Code	Description	Weight Front	Weight Rear	Retail Price
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH			N/C
423-032	MERITOR 16.5X7 Q+ STAMPED SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		-10	(\$10.00)
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			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-001	ORGANIC SAE 80/90 REAR AXLE LUBE			STD
Rear Suspension				
622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		110	(\$1,608.00)
621-001	SPRING SUSPENSION - NO AXLE SPACERS			N/C
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			STD
439-001	REAR SHOCK ABSORBERS - ONE AXLE		40	\$179.00
Brake System				
018-002	AIR BRAKE PACKAGE			STD
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
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			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
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
479-015	AIR DRYER FRAME MOUNTED			STD
460-001	STEEL AIR BRAKE RESERVOIRS			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			\$63.00
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)			\$85.00
Trailer Connections				
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			STD
Wheelbase & Frame				
545-500	5000MM (197 INCH) WHEELBASE			N/C
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	100	90	\$298.00
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 131.45 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 128.45 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 289.39			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 131.45 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 87.87 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 140.51 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 REARMOST 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		\$96.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
794-001	12 TON JACK WITH HANDLE AND WHEEL WRENCH	20		\$196.00
Fuel Tanks				
204-034	80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	40	10	\$213.00
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
664-004	POLISHED STAINLESS STEEL STEP FINISH			\$280.00
205-001	FUEL TANK CAP(S)			STD
122-076	ALLIANCE FUEL FILTER/WATER SEPARATOR WITH HEATED BOWL			(\$6.00)
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-0TV	YOKOHAMA RY023 11R22.5 16 PLY RADIAL FRONT TIRES	14		(\$68.00)
094-2C7	HANKOOK DL11 11R22.5 16 PLY RADIAL REAR TIRES		60	(\$400.00)
* 510-0TV	YOKOHAMA RY023 11R22.5 16 PLY RADIAL SPARE TIRE		115	\$751.00
Hubs				
418-056	CONMET PRESET PLUS IRON FRONT HUBS			STD
450-056	CONMET PRESET PLUS IRON 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			N/C
505-653	ACCURIDE 50487 ACCU-LITE 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS			N/C
* 511-653	ACCURIDE 50487 ACCU-LITE 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC SPARE WHEEL		103	\$155.00
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			\$186.00

Data Code	Description	Weight Front	Weight Rear	Retail Price
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT			\$73.00
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		\$111.00
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		\$97.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE			\$330.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
729-001	STANDARD SIDE/REAR REFLECTORS			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STD
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	8		\$218.00
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

Data Code	Description	Weight Front	Weight Rear	Retail Price
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			\$189.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			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
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS			STD
655-005	LH AND RH ELECTRIC DOOR LOCKS			\$99.00
284-045	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH			\$32.00
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10		\$25.00
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$212.00
760-1J3	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	\$258.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER			\$25.00
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER			\$25.00
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

Prepared for:
Division of Natural Resources

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
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 INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			\$34.00
721-001	97 DB BACKUP ALARM		3	\$60.00
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
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH 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
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			\$9.00
867-019	INSIDE/OUTSIDE TEMPERATURE GAUGE WITH CHROME BEZEL AND LCD FAHRENHEIT DISPLAY			\$92.00
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	5		\$71.00
73B-998	NO LANE DEPARTURE WARNING SYSTEM			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
750-002	(2) RADIO SPEAKERS IN CAB			N/C
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF			N/C



Data Code	Description	Weight Front	Weight Rear	Retail Price
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			STD
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
869-998	NO MISCELLANEOUS GAUGES			STD
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-5W5	CAB COLOR A: L0635EB DK GREEN ELITE BC			N/C
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
98K-998	NO FUEL TANK CABINET 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
96F-972	POWDER WHITE (N0006EA) SPARE WHEEL/RIM (PKWHT21, TKWHT21, W, TW)			N/C
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			STD
963-003	STANDARD E COAT/UNDERCOATING			STD
Certification / Compliance				
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Sales Programs				
NO SALES PROGRAMS HAVE BEEN SELECTED				

Prepared for:
Division of Natural Resources

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

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$127,997.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7110 lbs	4204 lbs	11314 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	7110 lbs	4204 lbs	11314 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PMU-016	2016 OBD/2010 EPA/CARB/GHG14 ESCALATOR	\$300.00
P73-2FT	STANDARD DESTINATION CHARGE	\$2,000.00

Extended Warranty

WAK-138	ALLISON 2500/3000 RDS SERIES TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES FEX	\$568.00
	Currency Exchange Rate	1.0000
	Total Extended Warranty (Local Currency)	\$568.00

Dealer Installed Options

	Weight Front	Weight Rear	Price
MBODY MATHENY BODY WITH WARRANTY	0	0	\$11,345.00



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MATHENY MOTOR TRUCK
COMPANY
50 Mtheny Lane
Mineral Springs, WV 26150
Phone: 3044854418

Total Dealer Installed Options	0 lbs	0 lbs	\$11,345.00
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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.





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

#37704
Matheny Motor Truck
PO Box 1304
Parkersburg, WV 26102
PH: 304-485-4410
FAX: 304-489-0061
ATTN: Jack

February 15, 2016

Truck Make:
Truck Model:
CT: "

E6642

**QUOTATION
(Valid 10 Days)**

Install 16' x 97" Structural Platform
6" Structural Side And End Rails
5" Structural Crossmembers on 12" Centers
Stringer Gussets On Each Crossmember
7" Longsills
3/16" Smooth Steel Floor
LED Penny Body Lights to FSS 108
Rear Rubber Mudflaps
Painted Factory Black

Hoist: 15 Tons Capacity, Air Shift PTO and 3 year warranty.

.....NET \$11,345.00

Thank you for calling us!

Matheny Motor Truck Company
Randy Terrell
Randy Terrell
Sales Manager