



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

Request for Quotation

RFQ NUMBER
708EC010

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN
304-558-2402

VENDOR
 *709035314 304-485-4410
MATHENY MOTOR TRUCK COMPANY
PO BOX 1304
PARKERSBURG WV 26102-1304

SHIP TO
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV
26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/27/2008	NET 30 DAYS	GROUND	PER BID REQUEST	PREPAID

BID OPENING DATE: **04/02/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-47	\$64,412.00	\$64,412.00
	25,950LB. GVW CAB AND			CHASSIS/UTILITY BED		
				OPEN END CONTRACT		
	PROVIDE 25,950 LB. GVW CAB AND CHASSIS/UTILITY BED PER THE ATTACHED SPECIFICATIONS.					
	THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, 2019 WASHINGTON ST., EAST CHARLESTON, WV 25305 AT 10:00 AM ON 03/20/08 FAILURE TO ATTEND THE PRE-BID WILL RESULT IN BID DISQUALIFICATION.					
	QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST.) ON FRIDAY 03/14/2008 SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION: MICHAEL AUSTIN 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305					
	QUESTIONS MAY BE SENT VIA FAX, E-MAIL OR REGULAR MALL E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115					
	IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.					
	EXHIBIT 2					
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON PURCHASING DIVISION AND EXTENDS FOR A PERIOD OF ONE (1) STATE OF WV					

RECEIVED

2008 APR 16 P 12:36

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. J. Matheny</i>	TELEPHONE 304-485-4418 EXT 601	DATE 04/15/08
TITLE CEO	FEIN 55-0320770	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY TH</p>						
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<p>STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE.</p>						

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<p>ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIV DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <i>M.J. Matheny</i></p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH</p>						

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<p>ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: center;"> <i>M.J. Matheny</i> SIGNATURE MATHENY MOTOR TRUCK COMPANY COMPANY <i>04/08/08</i> DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p>						

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<p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) 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</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM</p>						

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<p>OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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 ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p>						

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<p>BIDDER: <u>MATHENY MOTOR TRUCK COMPANY</u></p> <p>DATE: <u>04/15/08</u></p> <p>SIGNED: <u>M.J. Matheny</u></p> <p>TITLE: <u>CEO</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST P. O. BOX 50130 CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p>						

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				BID OPENING TIME:	1:30 PM	
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				----- 304-485-2577 -----		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
				----- MIKE MATHENY 304-485-4418 EXT. 601 -----		
				***** THIS IS THE END OF RFQ 708EC010 ***** TOTAL:		<u>\$64,412.00</u>

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

NOTE:

Vendor should type
Bidder's Evaluation Report BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 269-1-J

OPEN END CONTRACT
25,950 LB. GVW CAB AND CHASSIS/UTILITY BED

NOTE TO BIDDER: Procurement Specification No. 269-1-J, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 708FC010

Bidder's Name: MATHEW MOTOR TRUCK COMPANY

Address: THIRD & ANN STREETS - P.O. BOX 1304 - PARKERSBURG, WV 26102-1304

Telephone Number: 304-485-4418

Years Bidder has been registered to do business with the State of West Virginia: 86 YRS.

Years Company has been an authorized dealer for proposed unit: 7 MONTHS ~~YRS.~~

X3.2 Have you complied with all mandatory specifications? YES NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 90 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 180 Calendar Days After Receipt of
Purchase Agreement

X5.0 AWARD CRITERIA:

X5.1 Prices in quantities of

1-5	\$ <u>64,412.00</u> per unit	delivery time <u>90/180</u> * days after receipt of order
6-10	\$ <u>64,412.00</u> per unit	delivery time <u>180</u> days after receipt of order
11-15	\$ <u>64,412.00</u> per unit	delivery time <u>180</u> days after receipt of order
16 and over	\$ <u>64,412.00</u> per unit	delivery time <u>180</u> days after receipt of order
	SEE X 4.2.1 & X 4.2.2	90 DAYS FOR PILOT 180 DAYS FOR BALANCE OF ORDER

X6.0 SPECIFICATIONS - GENERAL

X6.1 Manufacturer, model, series, and date of manufacture of proposed unit:

(NJ8J)

HINO TRUCK, MODEL 268, 4x2 CONVENTIONAL, MFG. WITHIN 90 DAYS FROM AWARD OF BID
Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?

YES NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?

YES NO

X6.2
2-10-00

TO BE COMPLETED PER BID REQUEST

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOT.

DESCRIPTION: 4x2 CONVENTIONAL EXT. CAB MAKE: HINO TRUCK

MODEL: 268 YEAR: 2009 PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

GVW: _____ AXLE CAPACITY: _____ FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

TRANS. MAKE: _____ MODEL: _____ AUTO/MANUAL: _____

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training X YES NO

Will you conduct training with each purchase order against this open end contract? X YES NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order? X YES NO

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot? X YES NO

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training? X YES NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit? X YES NO
If NO, explain _____

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications X YES NO

Is warranty literature attached? X YES NO

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included? X YES NO

Describe:

WARRANTY PROTECTION AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR 24 MONTHS/UNLIMITED MILES EXCEPT FOR BATTERIES WHICH HAVE ONE (1) YEAR COVERAGE. SEE ATTACHMENT.

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.
(If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

24 MONTHS/UNLIMITED MILES - BASE VE
36 MONTHS/UNLIMITED MILES - ENGINE PARTS
60 MONTHS/100,000 MILES - EMISSION WARRANTY

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

DOH CAN PERFORM ALL CHASSIS & BODY WARRANTY EXCEPT INTERNAL ENGINE
WORK; BUT, MUST HAVE DEALER APPROVAL AND MUST MEET ALL HINO &
READING POLICY & PROCEDURES.

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

PARKERSBURG - PARTS INVENTORY LEVEL T.B.O. - HINO - MATHEM MOTORS
HURRICANE - PARTS INVENTORY LEVEL T.B.O. - READING BODY -
BAKER EQUIPMENT COMPANY

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- A. Terms: Net 30 Manufacturer's published list price less: 20 % discount
- B. Terms: Net 60 Manufacturer's published list price less: 15 % discount
- C. Terms: Net 90 Manufacturer's published list price less: 10 % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways? X YES ___ NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

- A. Shop Rate \$ 85.00 per mechanic hour
- B. Travel Time Charge \$ 105.00 per mechanic hour
(Specify if one-way) _____; port to port YES
- C. Mileage Charge \$ NO CHARGE per vehicle mile
(Specify if one-way) NO CHARGE; port to port NO CHARGE
- D. Field Mechanic Rate \$ 105.00 per mechanic hour
- E. Specify period of time that prices are in effect: ONE (1) YEAR
- F. Surcharge for miscellaneous items: 10 % OF LABOR WITH MAXIMUM OF \$50.00.

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

(If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

48 MONTHS/UNLIMITED MILES - FRAME RAILS & CROSS MEMBERS

48 MONTHS/UNLIMITED MILES - CAB

24-36 MONTHS/300,000 MILES - ANTI-LOCK BRAKING SYSTEM

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

SEE PREVIOUS PAGE

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

SEE PREVIOUS PAGE

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- A. Terms: Net 30 Manufacturer's published list price less: _____ % discount
- B. Terms: Net 60 Manufacturer's published list price less: _____ % discount
- C. Terms: Net 90 Manufacturer's published list price less: _____ % discount

} SEE PREVIOUS PAGE.

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways? X YES ___ NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

- A. Shop Rate \$ _____ per mechanic hour
- B. Travel Time Charge \$ _____ per mechanic hour
(Specify if one-way) _____; port to port _____
- C. Mileage Charge \$ _____ per vehicle mile
(Specify if one-way) _____; port to port _____
- D. Field Mechanic Rate \$ _____ per mechanic hour
- E. Specify period of time that prices are in effect: ONE (1) YEAR
- F. Surcharge for miscellaneous items: _____ %

} SEE PREVIOUS PAGE.

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? X YES NO

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry? X YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished? X YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included? X YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

X8.0 SPECIFICATIONS - CHASSIS

Manufacturer: HINO TRUCK Model: 268

X8.1 GVW Plate Rating: 25,950 Lbs.

X8.2 Cab to Axle Dimension: 89.6 Usable Inches

X8.3 Wheelbase: 187 Inches

X8.4 Frame:

Frame Steel: 80,000 PSI

R.B.M. 1,031,900 Ins/Lb.

X8.4.1 Is frame rail clean of obstruction on outside of both rails from rear of cab back for installation of utility body X YES NO

- X8.5 Cab: Is the crew cab YES NO OR extended cab YES NO that seats 5 adult passengers with 2 doors. Manufacturer's standard steel and/or fiberglass, equipped with one piece tilt hood and fenders. SEE EXCEPTION REPORT. YES NO
- X8.5.1 Cab door locks on both doors YES NO
- X8.5.2 Dual sun visors YES NO
- X8.5.3 Arm rests both sides YES NO
- X8.5.4 Seat:
Driver/rear seat full width bench seat with three (3) seat belts YES NO
SEE EXCEPTION REPORT.
- X8.5.5 Floor mats:
Rubber floor mats throughout cab with non-absorbent backing under mats YES NO
- X8.5.6 Turn signals:
Manufacturers heavy duty self canceling with hazard warning switch
 YES NO
- X8.5.7 Heater and defroster: Fresh air type, heaviest duty YES NO
- X8.5.7.1 Rear heater for back seat compartment provided YES NO
- X8.5.8 Air conditioning manufacturers standard with replaceable fresh air filter YES NO
- X8.5.9 Windshield wipers and washers:
Two speed electric wipers with intermittent feature.
Washer system has largest reservoir offered by manufacturer. YES NO
- X8.5.10 Radio: AM/FM YES NO
- X8.5.11 Instruments: Direct readout type YES NO
- X8.5.11.1 Engine oil pressure YES NO
- X8.5.11.2 Engine coolant temperature YES NO
- X8.5.11.3 Voltmeter YES NO
- X8.5.11.4 Engine RPM tachometer YES NO
- X8.5.11.5 Speedometer with odometer YES NO

- X8.5.11.6 Air filter restriction indicator, dash mounted YES NO
- X8.5.11.7 Engine hour meter, oil pressure controlled YES NO
- X8.5.11.8 Fuel gauge with low fuel warning indicator YES NO
- X8.5.11.9 Starter switch key or push button YES NO
- X8.5.11.10 Low coolant indicator YES NO
- X8.5.12 Rearview mirrors dual heated west coast type, 7" x 16" adjustable, natural finish with fore and aft breakaway feature YES NO PLAIN: 7⁵/₁₆" x 14.5"
SEE EXCEPTION REPORT CONVEX: 8.0" x 6.0"
- Corrosive resistant finish or stainless steel powder coat or aluminum or composite housing and mounting brackets
- X8.5.13 Grab handle both sides internal or external to rear of door opening YES NO
- X8.5.14 Glass tinted safety glass all locations YES NO
- X8.5.15 List accessories not indicated above but are standard:
TWO LATCHING OVERHEAD COMPARTMENTS.
COAT HOOKS.
DUAL DRIVER ENTRANCE ASSIST GRIPS.
- X8.6 Engine:
- X8.6.1 Diesel Engine: 220 HP @ 2500 RPM
- X8.6.2 Peak torque: 520 lb ft/lb torque
- X8.6.3 Horizontal exhaust that meets all Federal Noise Abatement Requirements? YES NO
- X8.6.4 Air cleaner: Dry type with frontal or side air intake dual element
SEE EXCEPTION REPORT YES NO
- X8.6.5 Oil Filter full flow type YES NO
- X8.6.6 Fuel heater water separator mounted inside engine compartment
SEE EXCEPTION REPORT YES NO

Manufacturer: DAVCO

X8.6.7 In block engine heater? YES NO 1,250 Watts

Includes weatherproof spring loaded cap over plug YES NO

X8.7 Clutch:

X8.7.1 Two plate ceramic 14 inch diameter mechanical pull type control and kwik adjust manual feature
 YES NO SEE EXCEPTION REPORT.

Manufacturer: EATON

X8.8 Cooling System:

Is the cooling system capable of maintaining engine temperature with the manufacturer's recommended range during continuous operation?
 YES NO

Does cooling system have thermostat and by-pass for warm up? YES NO

Is anti-freeze Dex-Cool extended type providing freeze protection to -30°F or lower?
 YES NO

X8.8.1 Is radiator provided with bug screen or stone and gravel guard
 YES NO

X8.9 Fuel Tank:

X8.9.1 Single tank with built in step - TANK IS MOUNTED AGAINST FRAME RAIL & STEPS ARE MOUNTED ON OUTSIDE OF FUEL TANK. YES NO

X8.9.2 Capacity 52 U.S. gallons

X8.9.3 Is filler cap chain tethered to fuel tank to prevent loss? YES NO

X8.9.4 Tank(s) comply with FMVSS YES NO (1) OR 2 tanks

X8.10 Electrical System:

X8.10.1 Type:(Manufacturer) HINO 12 volt negative ground system
 YES NO

X8.10.2 Number of 12 volt batteries 2 with sealed terminals
 YES NO

X8.10.3 Batteries: Approximate Ratings

X8.10.3.1 Reserve Capacity 360 minutes @ 27°C fully charged (all batteries).

X8.10.3.2 Cold crank power: 952 amps @ -18°C.

X8.10.4 Alternator capacity: 105 amps brushless with internal regulator

X8.10.5 Wiring: Is it heavy duty hypalon type or equal heavy duty sheathing? YES NO

X8.10.6 Does the lighting conform to the W. Va. Motor Vehicle Code ICC
 X YES NO

X8.10.7 Is a 7 way trailer connection plug provided for the body company to be installed in the rear of service body assembly (next to hitch) X YES NO

Is it ABS compliant X YES NO Manufacturer/Part# COLE HERSEF 12081

X8.10.8 Is fire extinguisher installed in unit conveniently located?
 X YES NO

X8.11 Transmission:
Manufacturer: FULLER Model: F\$5406

X8.12 Driveline:
Manufacturer: SPICER Model: 1710

X8.13 Rear Axle:

X8.13.1 Rated Capacity: 19,000 lbs.

X8.13.2 Rear Spring Capacity: 19,000 lbs. with multileaf auxiliary spring system of INCL. lbs

SEE EXCEPTION REPORT.

X8.13.3 Ratio: 4.11 is top speed of vehicle 65 MPH?
 X YES NO

X8.14 Front Axle:

X8.14.1 Rated Capacity: 10,000 lbs

X8.14.2 Front Spring Capacity: 12,000 lbs.

X8.14.3 Are the shock absorbers of the heavy duty type? X YES NO

X8.15 Brakes "Hydraulic Disk Brakes"

X8.15.1 Front brake size: 15.375" x 18.96" x 0.74"
X8.15.2 Rear brake size: 15.375" x 18.96" x 0.74" } SEE EXCEPTION REPORT.

X8.15.3 Brake dust shield provided YES X NO SEE ADDENDUM 1.

X8.15.4 Do brakes meet or exceed all Federal and State standards X YES NO

X8.16 Tires and Wheels:

X8.16.1 Wheels, front and rear size 22.5" x 8.25"
Are they hub piloted steel disc type YES NO

Are they the manufacturer's standard to accommodate specified tire size
 YES NO

All wheels include wheel guard separators YES NO

X8.16.2 Front size: 11R 22.5

Are they highway tread YES NO

Are they radial tubeless YES NO

Manufacturer/Model: BRIDGESTONE R250

X8.16.3 Rear size: 11R 22.5

Are they on/off highway tread YES NO

Are they radial tubeless YES NO

Manufacturer/Model: BRIDGESTONE M725

X8.17 Power Steering:

X8.17.1 Manufacturer: TRW

X8.18 Front Bumper: Manufacturer HINO TRUCK

X8.19 Other Standard Features - Chassis

List other standard features offered and not addressed above:

55° WHEEL CUT

X8.20 Paint: Describe proposed method of painting unit:

IMRON 6000 PROCESS

Is sample of proposed paint attached to bid? YES NO

If NO, when will sample be submitted? _____

X8.20.1 Specify cab exterior/interior and service body color & paint type:
CAB: HINO WHITE WITH IMRON F3405 HI // BODY: POWDER COAT WHITE

X8.20.2 Will chassis be painted manufacturer's standard black? YES NO

X8.20.3 Is truck grille manufacturer's standard similar to silver/aluminum in color? YES NO

X8.20.4 Are fuel tanks, steps, front and rear bumper manufacturers standard color? YES NO

Non-corrosive coated? YES NO

X8.20.4.1 Wheel paint (describe): PER BID REQUEST.

X8.20.5 Will plant paint procedures be manufacturers standard for prep YES NO

Cab and utility body white and chassis black? YES NO

X8.20.6 Will you furnish larger paint sample if required? YES NO

X8.20.7 Detail and Decorative Stripes with Logo:

X8.20.7.1 Are stripes provided 2" type w/taper at front of hood? YES NO

X8.20.7.2 Does the conspicuity striping material provided meet the requirements of Section 8.20.7.2, 8.20.7.3, 8.20.7.4, 8.20.7.5, 8.20.7.6, and 8.20.7.7 YES NO

X8.20.7.8 Is your proposed paint plan attached with your bid? YES NO

9.0 SPECIFICATIONS - UTILITY SERVICE BODY

Manufacturer: SEE NEXT PAGE. Model: SEE NEXT PAGE.

Have you attached shop drawings? YES NO

X9.1 Overall Body Weight: SEE NEXT PAGE Lbs.

X9.2 Body Overall Approximate Dimensions: SEE NEXT PAGE.

X8.20.1 Specify cab exterior/interior and service body color & paint type:

X8.20.2 Will chassis be painted manufacturer's standard black?
_____ YES _____ NO

X8.20.3 Is truck grille manufacturer's standard similar to silver/aluminum in color?
_____ YES _____ NO

X8.20.4 Are fuel tanks, steps, front and rear bumper manufacturers standard color?
_____ YES _____ NO

Non-corrosive coated? _____ YES _____ NO

X8.20.4.1 Wheel paint (describe): _____

X8.20.5 Will plant paint procedures be manufacturers standard for prep
_____ YES _____ NO

Cab and utility body white and chassis black? _____ YES _____ NO

X8.20.6 Will you furnish larger paint sample if required? _____ YES _____ NO

X8.20.7 Detail and Decorative Stripes with Logo:

X8.20.7.1 Are stripes provided 2" type w/taper at front of hood? YES _____ NO

X8.20.7.2 Does the conspicuity striping material provided meet the requirements of Section 8.20.7.2,
Through 8.20.7.3, 8.20.7.4, 8.20.7.5, 8.20.7.6, and 8.20.7.7 YES _____ NO

X8.20.7.8 Is your proposed paint plan attached with your bid? _____ YES _____ NO

9.0 SPECIFICATIONS - UTILITY SERVICE BODY

Manufacturer: READING Model: PB60-UD132ADW

Have you attached shop drawings? YES _____ NO

X9.1 Overall Body Weight: 3450 Lbs.

X9.2 Body Overall Approximate Dimensions:

X9.2.1 Length: 132 Inches

X9.2.2 Width: 94 outside Rub Rails Inches

X9.2.3 Height at Right Front: 64 Inches

Other: 43 ^{3/4} Inches

X9.2.4 Compartment Depth: 20 Inches

X9.2.5 Head Room, floor to inside top of enclosure: 61 Inches

X9.3 Construction:

Is unit electrically welded, rust resistant two-sided A-60 galvaneal steel?

YES NO

X9.3.1 Floor plate: 3/16 treadplate

X9.3.2 Are front and rear cross members 5 inch, 6.7 structural steel channel?

YES NO

Are intermediate cross members 12 gauge commercial grade steel channels?

YES NO

X9.3.3 Are doors double panel with slam action type locks keyed alike?

YES NO

Gauge 18/20 Are there chains on (curb side) horizontal doors to hold level for work table?

YES NO

X9.3.4 Wheelhousing:

Are they full inner lined with steel and accepting up to 11R22.5 on/off highway tread radial tires?

YES NO

X9.3.5 Gauge of galvanized steel of trays 18 Are they slotted on 4 inch centers for dividers, with 3 removable and adjustable shelves in each of the left front vertical compartments and right rear compartment? YES NO *SLOTTED ON 2" CENTERS EXCEPT Spaces*
Number of dividers included 20

X9.3.6 Gauge of galvaneal steel of partitions, bottoms, headers, panel top and bulkhead

12-14-16

X9.3.7 Is a spare tire carrier provided against the front bulkhead?

YES NO

Does the carrier accept tires and rims up to 11R22.5?

YES NO

X9.3.8 Is the bumper dual wheel type safety step bumper of heavy steel treadplate?

SEE ADDENDUM FOR RECESS

YES NO

With combination pintle-ball hitch rated at 2,000 lb. torque weight and 12,000 lb. trailer weight?

YES NO

Height of ball above ground 24" MAX Inch

Does the bumper design provide a step full width of body? YES NO

Step 24 MAX inches from the ground. Ball diameter 2 inches.

X9.3.9 OSHA approved backup alarm 112 dba shock mounted at rear body

YES NO

X9.3.10 Mud Flaps:

Are they rubber type provided behind rear wheels?

YES NO

X9.3.11 Are stop, turn, flasher, and backup lights LED type recessed into rear vertical face of body with trim rings fitted for aesthetics and moisture resistance?

YES NO

X9.3.12 Will body surfaces not accessible after assembly be fully painted and rust proofed prior to assembly?

YES NO

X9.3.13 Describe the two (2) curbside front compartments:

64" HIGH TO INCLUDE 12 GA FLOOR PLATE REINFORCING, BASE

RINGS, HOSE HOOK, AIR VENTS AND CHAIN HOLD DOWNS FOR

BOTTLES

X9.3.14 Are heavy duty ladder racks with adjustable slides front and rear of body provided and installed?

YES NO

Height of ladder racks above the bed floor 69 inches

X9.3.15 Is the unit equipped with heavy duty ladder located at right rear corner to enable placement of equipment on top of bed?

YES NO

X9.3.16 Is door hardware stainless steel YES NO or cadmium plated YES NO

Do locks have double strikers?

YES NO 2 STAGE ROTARY
EXCEED SPACES

X9.3.17 Do street side horizontal doors have rubber bumpers to protect paint?

YES NO

- X9.3.18 Clear vertical opening of double rear doors 55 1/4 inches
Clear horizontal opening 46 inches.
- X9.3.19 Are two (2) dome lights with manual switch wired into chassis electrical system and installed on ceiling of bed enclosure? YES NO
- X9.3.20 Do wheel wells have rolled edge to provide strength and eliminate sharp edges? YES NO
- X9.3.21 Are all four (4) doors sealed with automotive type rubber sealer? YES NO
- X9.3.22 Does the top enclosures include three (3) full length horizontal shelves each side with the necessary supporting bulkheads? YES NO
- Do these shelves extend past the inside face of the body side compartments?
 YES NO
- Does each have a three (3) inch front lip to retain materials and tools?
 YES NO
- X9.3.23 Service Body paint: POWDER COATED LEADING WHITE N4903 HN
- X9.3.24 Is the understructure completely undercoated? YES NO
Will it void the warranty if undercoated? YES NO
- X9.3.25 Does the proposed unit meet or exceed "OSHA OF 1970" or subsequent changes? YES NO
- X9.3.26 Does the unit conform to advertising guidelines? YES NO
- X9.3.27 Will the Preventive Maintenance and Operator Procedures as described be provided? YES NO
- X9.3.27.1 If you are the successful vendor, will you furnish all training aids; i.e., videos, projectors, etc., required in conducting the training? YES NO

"EXCEPTIONS TO SPECIFICATIONS"

X8.5.4 SEATS

Front seating includes one (1) front driver's seat & one (2) passenger seat & three (3) passenger rear seat. This allows for 6-passenger adult total seating.

Approval was received at the mandatory pre-bid meeting & is in Addendum #1.

X8.5.12 REARVIEW MIRRORS

Mirrors size is 14.5" x 7 5/16" for the plain glass & 6" x 8" for convex mirror.

Approval was received at the mandatory pre-bid meeting & is in Addendum #1.

X8.6.6 HEATED FUEL/WATER SEPARATOR

Mounted outside engine compartment. Mounted on left frame rail at rear of cab entry step (for easy access) & is protected by cab entry step.

X8.6.4 AIR CLEANER

Air Cleaner is a single element with side intake.

Approval was received at the mandatory pre-bid meeting.

X8.7.1 CLUTCH

Clutch is Eaton-Spicer Model SAS1401 Solo.

Approval was received at the mandatory pre-bid meeting & is in Addendum No. 1.

X8.11 TRANSMISSION

Transmission is Model FS5406.

Approval was received at the mandatory pre-bid meeting & is in Addendum No. 1.

X8.13.2 REAR SPRING CAPACITY

Rear spring capacity is 21,000 lbs. which includes auxiliary rear springs.

Approval was received at the mandatory pre-bid meeting & is in Addendum No. 1.

X8.15.1 & .2 BRAKE SIZES

Front & Rear brakes are 15.375" x 18.96" x 0.74"

Approval was received at the mandatory pre-bid meeting.

X8.16.3 REAR TIRES MANUFACTURER/MODEL

Manufacture is Bridgestone and Model is M725

Approval was received at mandatory pre-bid meeting.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: MATHEMY MOTOR TRUCK COMPANY

Authorized Signature: My Mathemy, CEO Date: 04/08/08



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

Request for Quotation

RFQ NUMBER
708EC010

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/01/2008	NET 30 DAYS	GROUND	PER BID REQUEST	PREPAID
BID OPENING DATE: 04/16/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
CHANGES TO THE SPECIFICATIONS ATTACHED..						
BID OPENING DATE AND TIME CHANGED						
FROM: 04/02/08 AT 1:30 P.M.						
TO: 04/16/08 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		070-47		
	25,950LB.	GVW CAB	AND	CHASSIS/UTILITY	BED	
***** THIS IS THE END OF RFQ 708EC010 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M.J. Mattema</i>	TELEPHONE 304-485-4418	DATE 04/08/08
TITLE CED	FEIN 55-0320770	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

ADDENDUM #1

708EC010

OPEN END CONTRACT

25,950 LB. GVW CAB AND CHASSIS/UTILITY BED

CHANGES TO SPECIFICATIONS:

FROM:

BID OPENING DATE: 4-2-08

TO:

BID OPENING DATE: 4-9-08

MANAGEMENT - LEAVE AS WRITTEN4.2 DELIVERY (2nd Paragraph 2nd Sentence Only – Rest Remains The Same)

Delivery is preferred within 180 days after receipt of purchase agreement.

MANAGEMENT - LEAVE AS WRITTEN4.2 DELIVERY (3rd Paragraph)**A completed pilot model for inspection must be provided within 90 calendar days after receipt of the purchase agreement by the successful vendor.****MANAGEMENT - LEAVE AS WRITTEN**

5.0 AWARD CRITERIA

5.1 2nd Paragraph Only**Prices for the units shall be in quantities of 1-5, 6-10, 11-15, and 16 and over.**

However, for evaluation purposes, we will use quantities 1-5. DOH reserves the right to place multiple orders in any quantity.

708EC010

Addendum #1

FROM:

8.5.4 Seat: Driver seat to be full width bench seat with seating and seat belts for three (3). Rear seat to be full width bench seating three (3) with seat belts.

TO:

8.5.4 Seat: Front seat to be seating and seat belts for three (3) or single drivers seat with a two (2) person companion seat. Rear seat to be full width bench seating three (3) with seat belts. Total seating to be for driver and five (5) adult passengers.

FROM:

8.5.12 Rearview Mirrors: Dual, Heated West Coast Type, approximately 7" x 16" adjustable, natural finish with fore and aft breakaway feature with corrosive resistant finish, stainless steel powder coat, aluminum, or composite housing and mounting brackets.

TO:

8.5.12 Rearview Mirrors: Dual, Heated West Coast Type, approximately 7" x 16" adjustable, natural finish with fore and aft breakaway feature with corrosive resistant finish, stainless steel powder coat, aluminum or separate black molded composite housing and mounting brackets.

FROM:

8.8 **Cooling System: The cooling system shall be capable of maintaining engine temperature within the manufacturer's recommended range during continuous operation. The system shall incorporate a thermostat and by-pass for warmup and shall be filled with Dex-Cool extended type antifreeze or equal rated to a -30°F or lower.**

TO:

8.8 **Cooling System: The cooling system shall be capable of maintaining engine temperature within the manufacturer's recommended range during continuous operation. The system shall incorporate a thermostat and by-pass for warmup and shall be filled with permanent OAT (organic acid technology) type extended life antifreeze or equal rated to a -30°F or lower.**

FROM:

8.10.3.2 **Cold Crank Power: 1250 Amps @ -18°C minimum**

TO:

8.10.3.2 **Cold Crank Power: 952 Amps @ -18°C minimum**

708EC010

Addendum #1

FROM:

8.11 Transmission: Fuller FS6406 or equivalent. Spicer ES52-7 or ES065-7 is acceptable.

TO:

8.11 Transmission: Fuller FS6406 or equivalent. Spicer ES52-7, ES065-7 or Fuller FS5406A is acceptable in relation to the given engine torque.

FROM:

8.13.2 Rear Spring Capacity: Approximately 23,000 lbs. with multi-leaf auxiliary spring system of approximately 4500 lbs.

TO:

8.13.2 Rear Spring Capacity: Minimum 21,000 lbs. including multi-leaf auxiliary spring system of approximately 4500 lbs.

DELETE:

8.15.3 Brake dust shield shall be provided

FROM:

9.3.8 Bumper shall be dual wheel type safety step bumper of heavy steel treadplate, with combination pintle-ball hitch rated at 2,000 lb. tongue weight and 12,000 lb. trailer weight. Height of ball above ground 24 inch maximum. The bumper design should provide a step full width of the body no more than 24 inches from the ground. Ball to be 2 inches in diameter.

TO:

9.3.8 Bumper shall be dual wheel type safety step bumper with recess for pintle ball hitch of heavy steel treadplate, with combination pintle-ball hitch rated at 2,000 lb. tongue weight and 12,000 lb. trailer weight. Height of ball above ground 24 inch maximum. The bumper design should provide a step full width of the body no more than 24 inches from the ground. Ball to be 2 inches in diameter.

708EC010

Addendum #1

FROM:

9.3.22 - 2nd Sentence Only

These shelves shall not to extend past the inside face of the body side compartments

TO:

9.3.22 – 2nd Sentence Only

These shelves shall not extend past the inside face of the body side compartments

FROM:

9.3.24 Undercoating: There shall be a complete coat of petroleum base undercoating material sprayed, under pressure, on complete underside of the chassis frame and body sections unless voids warranty.

TO:

9.3.24 Undercoating: There shall be a complete coat of undercoating material sprayed, under pressure, on complete underside of the chassis frame and body sections unless voids warranty.

ADDENDUM #1

708EC010

OPEN END CONTRACT

25,950 LB. GVW CAB AND CHASSIS/UTILITY BED

CHANGES TO BIDDER'S EVALUATION REPORT:

BID OPENING DATE: NO CHANGE REQUIRED

X4.2 DELIVERY: - MANAGEMENT - LEAVE AS WRITTEN

X4.2.1 Delivery of completed representative unit: 90 calendar days after receipt of purchase agreement

X4.2.2 Delivery date of balance of completed units: 180 calendar days after receipt of purchase agreement

MANAGEMENT -LEAVE AS WRITTEN:

X5.0 AWARD CRITERIA

X5.1 Prices in quantities of

1-5	<u>\$64,412.</u> per unit	delivery time <u>180</u> * days after receipt of order
6-10	<u>\$64,412.</u> per unit	delivery time <u>180</u> days after receipt of order
11-15	<u>\$64,412.</u> per unit	delivery time <u>180</u> days after receipt of order
16 and over	<u>\$64,412.</u> per unit	delivery time <u>180</u> days after receipt of order

* DOES NOT INCLUDE THE FIRST UNIT WHICH WILL BE COMPLETED IN 90 DAYS. SEE X4.2.1 & X4.2.2

708EC010

Addendum #1

FROM:

X8.5.4 Seat:

Driver/rear seat full width bench seat with three (3) seat belts YES NO

TO:

X8.5.4 Seat:

Is front seat seating and belts for three (3) YES X NO or single drivers seat with a two (2) person companion seat YES X NO **SEE EXCEPTION REPORT.**
one (1)

Is rear seat full width bench seating three (3) with seat belts X YES NO

Is total seating for driver and five (5) adult passengers YES X NO
SEE EXCEPTION REPORT - DRIVER + FOUR (4) ADULT PASSENGERS.

FROM:

X8.5.12

Rearview mirrors dual heated west coast type 7" x 16" adjustable, natural finish with fore and aft breakaway feature YES NO

Corrosive resistant finish or stainless steel powder coat or aluminum or composite housing and mounting brackets

TO:

X8.5.12

Rearview mirrors: dual heated west coast type X YES NO

PLAIN: 7⁵/₁₆" x 14.5"

Size: CONVEX: 8.0" x 6.0" adjustable natural finish with fore and aft breakaway feature X YES NO

Corrosive resistant finish or stainless steel powder coat or aluminum or separate black molded composite housing and mounting brackets X

FROM:

X8.8 Cooling System:

Is the cooling system capable of maintaining engine temperature with the manufacturer's recommended range during continuous operation? YES NO

Does cooling system have thermostat and by-pass for warm up? YES NO

Is anti-freeze Dex-Cool extended type providing freeze protection to -30° F or lower YES NO

708EC010

Addendum #1

TO:

X8.8 Cooling System:

Is the cooling system capable of maintaining engine temperature with the manufacturer's recommended range during continuous operation

YES NO

Does cooling system have thermostat and by-pass for warm up

YES NO

Is anti-freeze permanent OAT type extended life or equal rated to a -30°F or lower

YES NO

X8.10.3.2 NO CHANGE REQUIRED

COLD CRANK POWER: 952 AMPS @ -18°C

X8.11 NO CHANGE REQUIRED

TRANSMISSION

MANUFACTURER: FULLER

MODEL: F\$5406

FROM:

X8.13.2 Rear Spring Capacity: _____ lbs. with multi-leaf auxiliary spring system of _____ lbs.

TO:

X8.13.2 Rear Spring Capacity: 21,000 lbs. including multi-leaf auxiliary spring system of 4,500 lbs.

DELETE:

X8.15.3 Brake dust shield provided YES NO

708EC010
Page 4
Addendum #1

FROM:

X9.3.8 Is the bumper dual wheel type safety step bumper of heavy steel tread-plate YES NO **With combination pintle-ball hitch rated at 2,000 lb. tongue weight and 12,000 lb. trailer weight** YES NO **Does the bumper provide a step full width of body** YES NO **Step** **inches from ground** **Ball diameter** **inches**

TO:

X9.3.8 Is bumper dual wheel type safety step bumper with recess for pintle ball hitch of heavy steel treadplate X **YES** **NO**

With combination pintle-ball hitch rated at 2,000 tongue weight and 12,000 lb. trailer weight X **YES** **NO**

Height of ball above ground 24 **MAX** **inches**

Does bumper design provide a step full width of body no more than 24 inches from ground X **YES** **NO**

Diameter of ball 2 **inches**

X9.3.22 NO CHANGE REQUIRED

Does the top enclosures include three (3) full length horizontal shelves each side with the necessary supporting bulkheads X **YES** **NO**

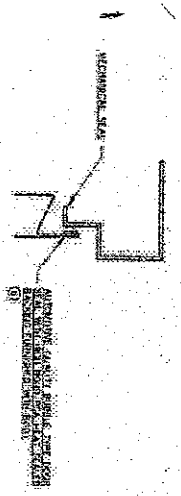
Do these shelves extend past the inside of the body side compartments **YES** X **NO**

Does each have a three (3) inch front lip to retain materials and tools **YES** X **NO** 2"

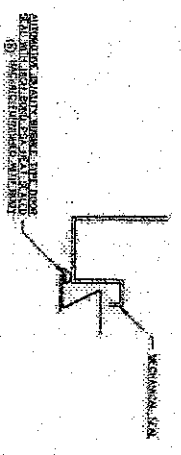
X9.3.24 NO CHANGE REQUIRED

Is the understructure completely undercoated? X **YES** **NO** *Body Section*

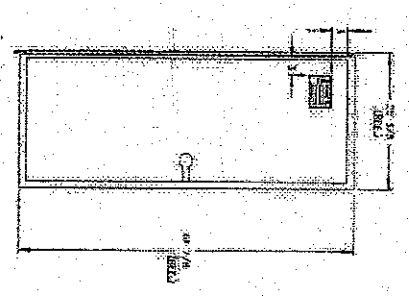
Will it void the warranty if undercoated? **YES** X **NO**



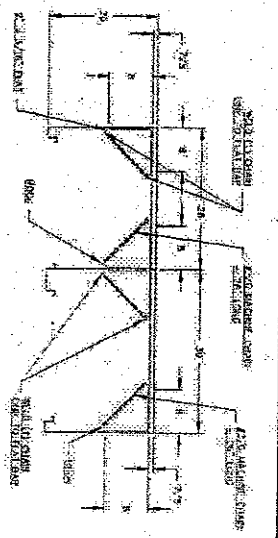
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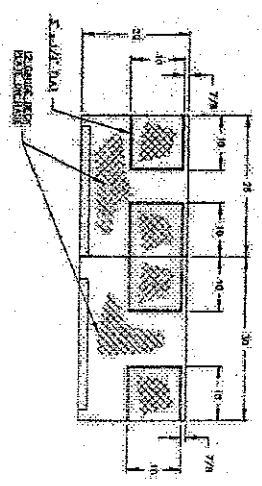
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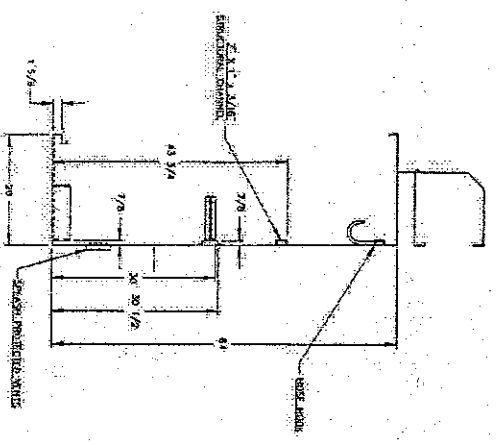
DETAIL "B"



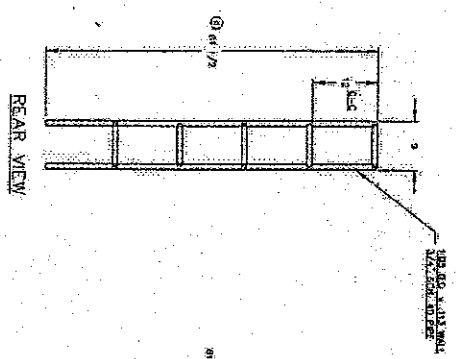
SECTION "C"-"C"



SECTION "D"-"D"



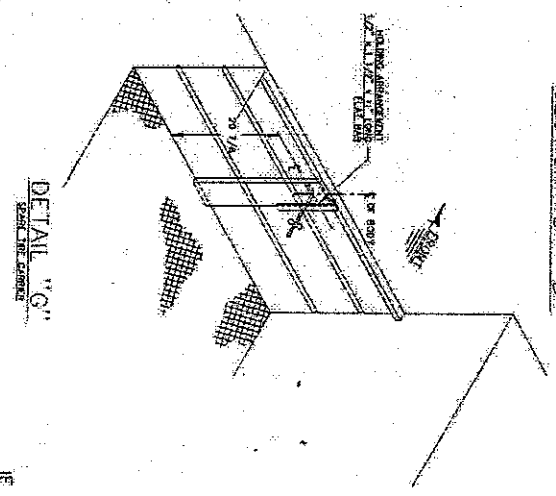
SECTION "E"-"E"



REAR VIEW

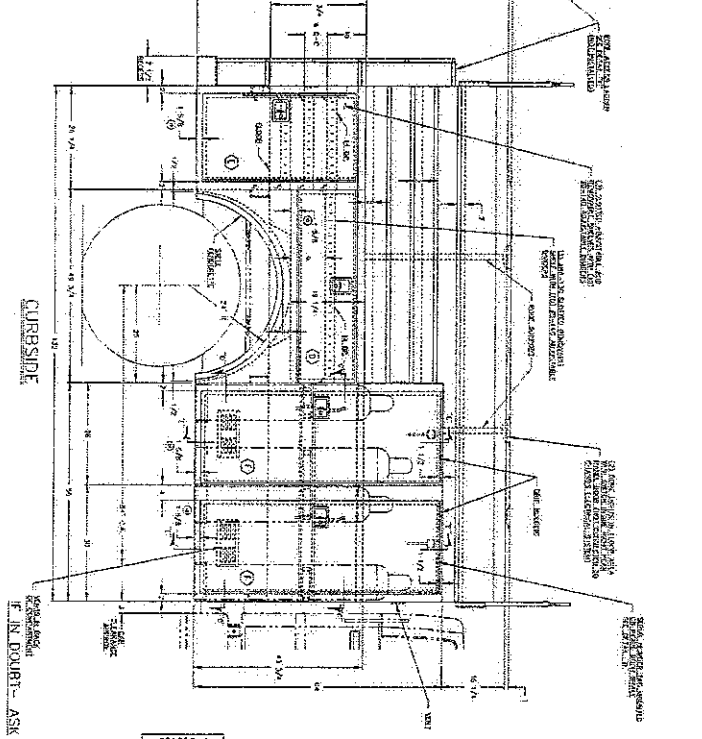
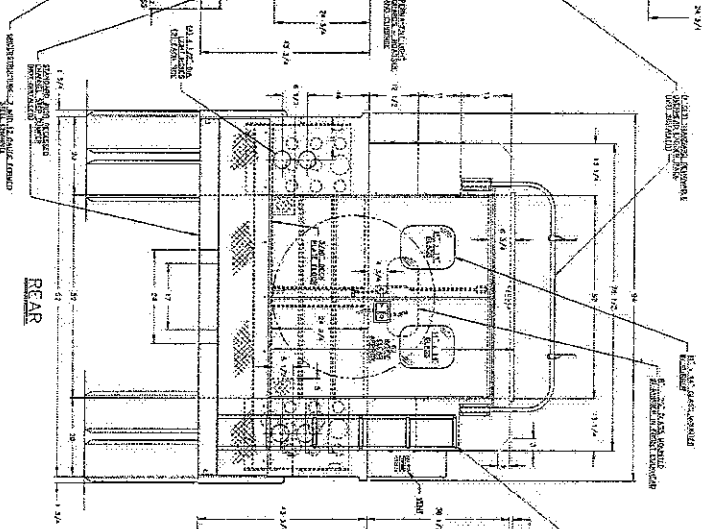
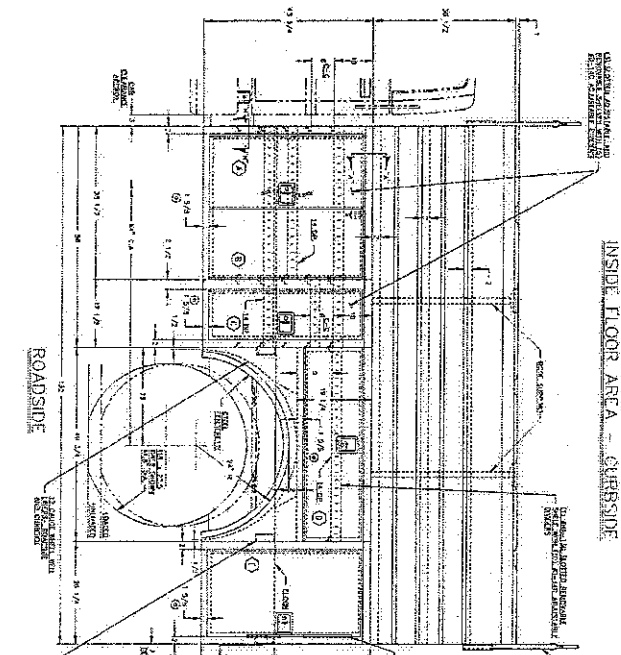
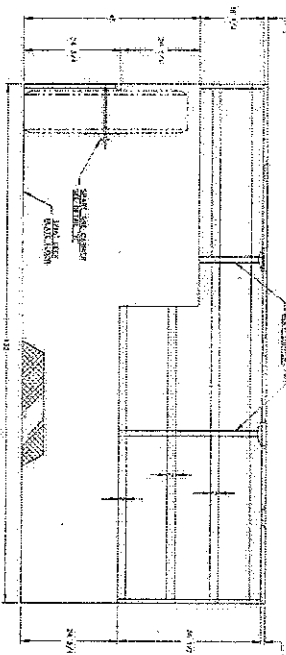
SIDE VIEW

DETAIL "F"



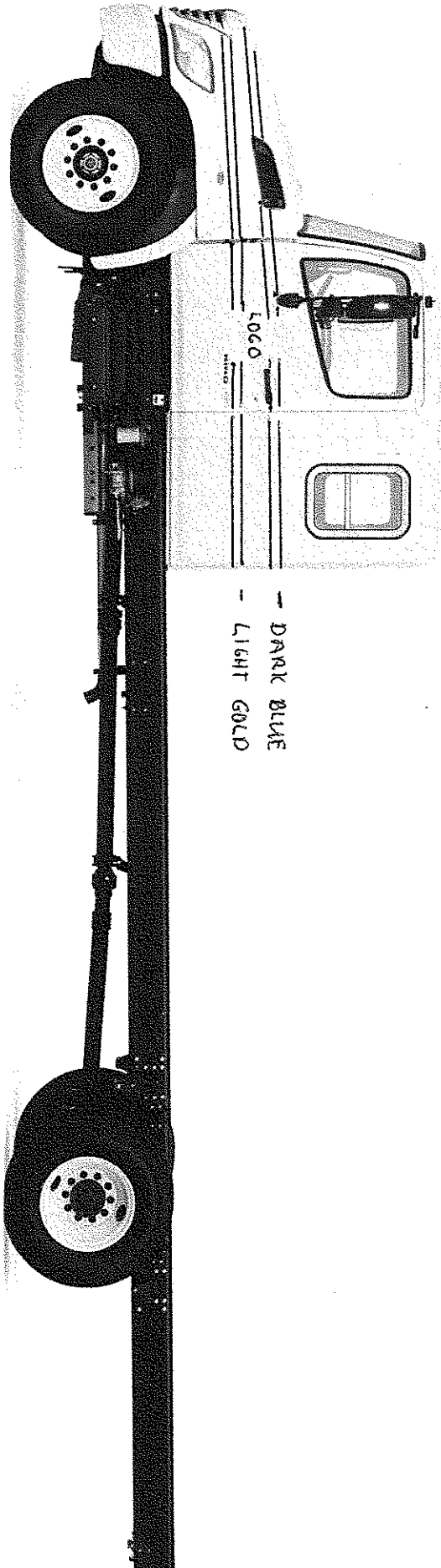
DETAIL "G"

IF IN DOUBT, ASK



981200-1

8.20.7 - 8.20.7.4



APPROXIMATE LOCATION OF WOODH STRIPES. ACTUAL LOCATION TO BE DETERMINED WITH WOODH APPROVAL.

MATHENY MOTOR TRUCK CO.
P.O. BOX 1304
PARKERSBURG, WV 26102-1304