



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

State of West Virginia  
 Request for Quotation  
 36 – Vehicles

Proc Folder: 76402

Doc Description: 2015 or newer, 20-Foot Box Delivery Truck

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-02-04	2015-02-24 13:30:00	CRFQ 0608 PRI1500000004	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 Motor Truck Company  
 4125 1st Ave  
 Nitro WV 25143  
 304-769-5860 X 3601

02/24/15 12:10:49  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Tara Lyle  
 (304) 558-2544  
 tara.l.lyle@wv.gov

Signature X

FEIN # 55-032-0770

DATE 2/23/2015

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

INVOICE TO		SHIP TO	
BUSINESS OFFICE WV CORRECTIONAL INDUSTRIES 617 LEON SULLIVAN WAY		BUSINESS OFFICE WV CORRECTIONAL INDUSTRIES 617 LEON SULLIVAN WAY	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	20-Foot Box Delivery Truck	1.00000	EA	\$64,831.00	\$64,831.00 *

Comm Code	Manufacturer	Specification	Model #
25101604	HINO	19,500 GVW with 20' Box	195

**Extended Description :**

THE WV PURCHASING DIVISION FOR THE AGENCY, WV CORRECTIONAL INDUSTRIES, IS SOLICITING BIDS FOR A 2015 OR NEWER, 20-FOOT BOX TRUCK WITH LIFT GATE, PER THE ATTACHED SPECIFICATIONS.

20-foot box truck with lift gate

\*For Artic Fox option - fuel tank heater - add \$1,372.00

PRI150000004	<b>Document Phase</b> Final	<b>Document Description</b> 2015 or newer, 20-Foot Box Delivery Truck	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

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

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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

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

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

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.



12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

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

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 29. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto: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.

**CERTIFICATION AND SIGNATURE PAGE**

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

Matheny Motor Truck Company

\_\_\_\_\_  
(Company)

 Jackie S Cummings - Sales Consultant  
(Authorized Signature) (Representative Name, Title)

304-769-5860 X 3601 fax 304-769-5866 2/23/2015  
\_\_\_\_\_  
(Phone Number) (Fax Number) (Date)



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
  
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
  
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
  - A pre-bid meeting will not be held prior to bid opening.
  
  - A NON-MANDATORY PRE-BID meeting will be held at the following place and time:
  
  
  
  
  
  
  
  
  
  
  - A MANDATORY PRE-BID meeting will be held at the following place and time:

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

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

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

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

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

Question Submission Deadline: February 13, 2015 by 4:00 pm

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

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

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

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

February 24, 2015 at 1:30 pm

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

REQUEST FOR QUOTATION  
CRFQ – PRI1500000004

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Correctional Industries to establish a contract for the one time purchase of a 2015 or newer, 20-Foot Box Truck with Lift Gate.
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 a 20-Foot Box Truck with Lift Gate 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.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 2015 or newer, 20-Foot Box Truck with Lift Gate.
    - 3.1.2 All components of the box truck described below shall contain the manufacturer’s warranty. Vendor shall include details of said warranty with its bid.

**Cab:**

      - A. Air Conditioning
      - B. AM/FM Radio
      - C. Power windows and door locks
      - D. Heated mirrors
      - E. Spot mirrors with stainless steel heads, minimum 4 inches

**Truck:**

      - A. Diesel Fuel
      - B. Minimum 30-gallon dual tanks. Must be heated.
      - C. Block heater
      - D. Horsepower – 215 minimum

REQUEST FOR QUOTATION  
CRFQ – PRI150000004

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- E. Transmission, manual preferred
- F. Must have overdrive
- G. Engine brake preferred
- H. Must have spring suspension
- I. Must have rear truck lifts, hydraulic preferred
- J. All steel wheels
- K. Wheel base should be approximately 176 inches
- L. Single rear axles
- M. Electrical back up alarm
- N. Regular type brakes. Shall not contain air brakes
- O. Must contain a horn

**Lift Gate:**

- A. Minimum of 2,500 pound capacity
- B. Lift Gate design must be tuck-a-way, or equal, with dual rubber dock bumpers
- C. Electric/Hydraulic Operation Gravity Down
- D. Must contain an exterior mounted control switch
- E. Must contain a cab mounted cut-off switch
- F. Platform size must be a minimum of 35" x 72" W/5" Ramp

**Dry Freight Box:**

- A. White Aluminum
- B. Minimum of 20 foot length
- C. Maximum 96 inch width
- D. Type of door: Rollup
- E. Must have rear grab handles mounted on both sides
- F. Must have a minimum of two interior lights, with cab switch
- G. Floor must be laminated hardwood, approximately 1-1/8"
- H. Threshold must be approximately 1/8" x 23" steel diamond plate
- I. Inside lining must be approximately 3/8" plywood full height
- J. Scuff liner must be approximately 14 gauge steel x 16" full length
- K. Liner front must be approximately 3/4" plywood full height with front reinforcement with scuff lining
- L. Must contain 2 rows of e-track on each side, mounted 2 feet and 4 feet from the floor.

REQUEST FOR QUOTATION  
CRFQ – PRI1500000004

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**Cab:**

      - A. Air Conditioning
      - B. AM/FM Radio
      - C. Power windows and door locks
      - D. Heated mirrors
      - E. Spot mirrors with stainless steel heads, minimum 4 inches

**Truck:**

      - A. Diesel Fuel
      - B. Minimum 30-gallon dual tanks. Must be heated.
      - C. Block heater
      - D. Horsepower – 215 minimum



REQUEST FOR QUOTATION  
CRFQ – PRI150000004

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**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 inserting the unit price of the box truck described above. Vendor should complete the 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.

**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 sixty (60) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 617 Leon Sullivan Way, Charleston, WV 25301.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses.

REQUEST FOR QUOTATION  
CRFQ – PRI1500000004

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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.
  - 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.

Customer: State of WV Dept of Admin Quote Name: Prison Industries 2015  
 Dealership: Matheny Motor Truck Company Quote Id: 49880  
 84710



Prepared By: Jackie Cummings

## Quotation Details

Quote Information	
Quote Name	Prison Industries 2015
Expiration Date	03/19/2015
Model	2015 Hino 195
Transmission	Aisin A465 - 6 speed automatic transmission
Wheelbase	173.2

Standard Options		
Qty	Order Code	Description
1	ENGINE	Engine - HINO J05E-TP Turbo charged and intercooled, diesel 4 cycle, 4 cylinder, In-line water-cooled; Max Output 210hp @ 2500rpm; Max Torque 440lb.ft. @1500rpm; 5L displacement, EPA10 Emissions Certified.
1	OIL	Oil Capacity - 9.9 quarts
1	EXHBRAKE	Exhaust brake, electric-pneumatic with valve in exhaust pipe.
1	FUELFILTCOE	Fuel Filter - Pre Filter Heated Water Separator
1	ALT	12 volt 130 amp brushless alternator
1	BATTERY	Two 12 volt parallel connection, 1244 CCA.
1	STARTER	12 volt 3.35 kW Denso starter
1	RADIO	Radio - AM/FM with single CD
1	AIRCOND	Air conditioned
1	DISPLAY	Meter Cluster - Information display: Instant and trip fuel consumption, Diesel Particulate Reduction System performance/status, maintenance intervals, engine and vehicle diagnostics.
1	PWDL-COE	Power Windows and Door Locks
1	GAUGES	Gauges - Speedometer mph (km/h), odometer, fuel/DEF gauges, coolant temp gauge, engine tachometer
1	HORNCOE	Horn - Electric Horn
1	HEAT/DEF	Heater/Defroster - 18,596 BTU/h
1	LAMPS	Lighting - Stop/tail lights, marker and identification lamps (roof), back-up lamps
1	MISC	Cab Features - Standard: Cruise control, tilt and telescopic steering. Overhead compartments, door pockets, cup holders, side mirrors (1 flat, 1 convex) on each side
1	INDICATORS	Warning Indicators - Oil pressure, brake fluid, battery charge, high beam, turn signal, parking brake, engine control system and ABS.
1	EMISS10	Surcharge - EPA10 Emissions.
1	OBD	On-Board Diagnostics
1	FREIGHT	Equalized Freight Charge

Customer: State of WV Dept of Admin Quote Name: Prison Industries 2015  
 Dealership: Matheny Motor Truck Company Quote Id: 49880  
 84710



Prepared By: Jackie Cummings

Standard Options		
Qty	Order Code	Description
1	COOLSYS	Cooling Capacity - 5.90 gallon cooling system capacity
1	WARRANTY_05	Warranty - Basic Vehicle - 36 months unlimited mileage (exception batteries and expendables), Extended Engine and Vehicle - 60 months or 175,000 miles (includes injectors, fuel supply pump, turbo, transmission, and rear axle); Emissions - 60 months or 100,000 mile warranty;
1	HWATCH_05	Hino Watch Roadside Assistance - 3-year unlimited roadside assistance including lockout, *out of fuel/DEF, battery jumpstart, information, and warranty towing (2 year coverage). *Fluids are customer pay responsibility. Tire Service - assist customer in arranging for roadside tire service if requested
1	GVWR	GVWR - Gross Vehicle Weight Rating - 19,500 lbs.
1	BMP	Bumper - painted, match to cab
1	BRAKES	Brakes - Hydraulic system with disc brakes, hydraulic assist with dual circuit. Brakes: 13.72" diameter x 4.37" x 0.51" thickness.
1	FRAME	
1	WHEELS	Wheels - Steel painted wheels 19.5X6K-127 6-stud disc.
1	FSTAB-COE	Front Stabilizer Bar
1	BKBUZZ	Backup Buzzer
1	TIRES	Front tires - Bridgestone 225/70R 19.5 Rib Pattern; Rear Tires - Bridgestone 225/70R 19.5 All Season.
1	AXLES	Front Axle - Reversed Elliot "I" beam. Front axle capacity is 6,830lbs. Front Spring: Tapered leaf springs with shock absorbers, 6,830lb. rating.
1	SPRINGS	Rear Spring: Tapered leaf springs with shock absorbers and auxillary helper leaf spring, 13,669 lb. rating.
1	AXLESTD	Rear Axle Ratio - Standard 5.57 with Aisin A465 six speed automatic

Premium/Upgrade Options		
Qty	Order Code	Description
1	195-1574	173" WB / 145.4" CA
1	AISA	Aisin A465 - 6 speed automatic transmission
1	CLDR	Cold Package - Remote Heated Mirrors, Block Heater, Fuel Heater
1	SEATC	Magnetic suspension driver seat with arm rest
1	ST33	Single 33 Gallon Fuel Tank (side frame location)
1	No_SalesTax	No Sales Tax

Sales Tax	
Unit Quantity	1
Total Quoted Price (MSRP)	<del>\$62,944.00</del>

# WARRANTY COVERAGE

2015MY COE HINO TRUCKS



A Toyota Group Company

DESCRIPTION	MONTHS	MILEAGE
<p><b>BASIC ENGINE &amp; VEHICLE</b> Provides warranty coverage against defects in material and workmanship for 36 months / unlimited mileage. Towing is covered for 24 months/unlimited mileage and includes towing to the nearest Hino dealer for warrantable failures. (Adjustments and expendables such as bulbs and fuses are covered for 90 days / 3,000 miles. Batteries are covered for 12 months / unlimited mileage).</p>	36	Unlimited
<p><b>EXTENDED ENGINE, DRIVETRAIN &amp; HYBRID COMPONENTS</b> Provides extended warranty coverage against defects in material and workmanship for 60 months / 175,000 miles for the J05 series engine (including engine fuel injectors, fuel supply pump, &amp; turbo), Aisin transmission, rear axle and hybrid system components including battery. Gaskets and seals are not covered under this warranty.</p>	60	175,000
<p><b>EMISSION</b> Provides warranty coverage against defects in material and workmanship for 60 months / 100,000 miles for the emission control system.</p>	60	100,000
<p><b>FRAME RAILS &amp; CROSS MEMBERS</b> Provides warranty coverage against structural cracks in the frame caused by defects in material and workmanship for 60 months / unlimited mileage.</p>	60	Unlimited
<p><b>CAB</b> Provides warranty coverage against corrosion perforation of the cab structure for 48 months / unlimited mileage.</p>	48	Unlimited
<p><b>AUTOMATIC TRANSMISSION: AISIN</b> Provides warranty coverage against defects in material and workmanship for 36 months / unlimited mileage for the transmission case and all internal parts (gaskets &amp; seals included).</p>	36	Unlimited

Hino reserves the right to amend all warranty terms and conditions.



WWW.HINO.COM

# HINOWATCH COVERAGE

2015MY COE HINO TRUCKS



A Toyota Group Company

HinoWatch is a 24/7/365 roadside assistance program that covers your new Hino truck for the first 3 years of ownership regardless of mileage. HinoWatch offers Hino owners roadside assistance throughout the United States and Canada.

Simply call the toll free number, 1-866-365-HINO (4466), and provide your Vehicle Identification Number (VIN), current truck location and problem description. All calls to HinoWatch are at no charge to Hino customers. A HinoWatch representative can assist customers in one of sixty-five languages and will help you with arrangements to get you back on the road quickly.

## HINOWATCH COVERS THE FOLLOWING SERVICES AT NO-CHARGE TO THE CUSTOMERS.

### LOCKOUT SERVICE

If you are locked out of your truck, HinoWatch will coordinate help to get you into your truck so you can get back on the road quickly.

### BATTERY JUMPSTART

If your batteries are dead, HinoWatch will coordinate help with a jumpstart to get you back on the road quickly.

### INFORMATION

Customers can call anytime for information such as the nearest authorized Hino dealer or simply to get answers to basic vehicle questions.

## ADDITIONAL SERVICES HINOWATCH CAN COORDINATE FOR CUSTOMERS (CHARGES NOT COVERED BY HINOWATCH)

### TOWING

HinoWatch will help owners arrange a tow truck if needed. If towing is required to an authorized Hino dealer due to a failure that is covered by Hino warranty, the customer will be reimbursed for the towing expense at the completion of the repairs through the dealer. If towing is not due to a warranty covered failure, the tow bill will be not be reimbursed to the customer. \*\* Towing coverage 24 months/ unlimited mileage

### ROADSIDE SERVICE

HinoWatch will assist the customer in arranging for roadside service assistance if requested. Expenses for roadside service assistance are not covered by HinoWatch or Hino warranty.

### TIRE SERVICE

HinoWatch will assist the customer in arranging for roadside tire service if requested. HinoWatch will connect you to a local tire service provider that can assist you with roadside tire repairs.

### OUT OF FUEL / DIESEL EXHAUST FLUID (DEF)

A HinoWatch vendor will arrive with fuel<sup>1</sup> or DEF<sup>1</sup> to get you on your way.

1. Customer is responsible for fuel, DEF, and roadside service costs.



1807 N. Bloomington St.  
 Streator, IL 61364  
 Ph: 815-672-3211 or 800-443-0843  
 Fax: 815-672-1490  
 sales@ustruckbody.com

Matheny Motor Truck Co.  
 4125 1st Avenue  
 Nitro, WV 25143  
 jcummings@mathenymotors.com  
 Attn: Jack Cummings  
 Quantity: 1

Date: 2/13/2015  
 Quote #: MD32920  
 Model: VA 20 96 90  
 Phone: (304) 769 5860  
 Fax:

## ALUMINUM VAN BODY QUOTATION

**LENGTH: 20' I.D.**

**WIDTH: 96" O.D.**

**HEIGHT: 90" I.D.**

<b>Construction:</b>	(.040) Pre-painted white aluminum panels with high strength extruded aluminum (not steel) "Z" posts on 16" centers. Seven front wall posts (not five) for added strength and durability. Extruded aluminum front corner radius posts, (not roll formed) for maximum strength.
<b>Roof:</b>	(.060) Translucent roof panel with anti-snap roof bows on 24" centers, "Zephyr" 12" fuel saving roof radius design with heavy-duty cast aluminum (not plastic) corner castings.
<b>Rear Frame:</b>	12 Ga. stainless steel including sill, internally and externally reinforced, and gusseted at all stress points, mill finish.
<b>Side Door(s):</b>	None.
<b>Rear Door:</b>	Standard 3/4" plywood roll up, 88" wide x 84.5" high clear opening. Upgraded stainless steel rivets and "E" coated hardware.
<b>Rear:</b>	Anthony AST-2500-SF 2,500 lb. capacity, 80" x 38" + 5" steel platform, heavy duty dock bumper/steps, rubber bumpers, and cab cut off switch. Hydraulic landing gear included.
<b>Grab Handle(s):</b>	Curb side and road side on rear frame.
<b>Rear Lighting:</b>	Utilize OEM chassis tail lights.
<b>Floor:</b>	1-1/8" high quality domestic laminated hardwood. 24" x 1/8" steel threshold plate at rear with front edge routed into flooring.
<b>Cross members:</b>	3" steel I-Beam cross members on 12" centers with full steel wheel pan support over wheel area.
<b>Interior Sides:</b>	Sides – 3/8" full height premium plywood.
<b>Interior Front:</b>	Front – 3/4" full height premium plywood.
<b>Interior Ties:</b>	Sides – Two (2) row(s) of recessed E-track @ 24 & 48" on center. Front – None.

**MD32920 / PAGE 2**

<b>Scuff Plate:</b>	Sides – 16" x 14 Ga. galvanized steel. Front – 16" x 14 Ga. galvanized steel extending below floor, welded to front understructure for maximum front wall strength.
<b>Lights:</b>	Interior – Two (2) dome light(s) with switch and telltale in cab. <i>Note: When switch is supplied by chassis OEM, dome light will be wired to factory switch in cab.</i> Exterior - per FMVSS - 108 with reflectors.
<b>Undercoating:</b>	Petroleum base undercoating applied, (not paint) full understructure.
<b>Mounting:</b>	Hardwood isolator with 5/8" zinc plated U-bolts installed through custom cut steel crush pipes between chassis frame. Structural steel channel anti-shift "side standards" welded to structural steel long sills. Complete factory mounting on drop shipped chassis with "U.S. Truck Body" or customer supplied mud flaps.
<b>Understructure:</b>	Unless noted below in ADDITIONAL FEATURES, this body is quoted and built for a single axle chassis. Tandem axle chassis require the <i>additional cost option</i> for our <i>Tandem Axle Reinforcement Package</i> .

**Total Installed Price, F.O.B. Streator, IL: \$14,500.00**

ADDITIONAL FEATURES INCLUDED IN THE ABOVE PRICING:

1. LED marker lights
2. Hydraulic landing gear

TERMS: Net 20 Days. This quotation is firm for a 30 day period, subject to change without notification beyond 30 days. Any applicable state tax, or Federal Excise Tax on bodies mounted on chassis exceeding 33,000 lbs. GVW is not included and will be added as applicable. I have read and approve the above quotation and terms and indicated options that I want included into the base pricing. I authorize U.S. Truck Body to complete the above work at the price as illustrated. Note: Transportation charges when included herein for other than F.O.B. Streator, IL are subject to fluctuation up or down based upon the then current fuel surcharge in effect as applied by the carrier and will be adjusted accordingly due to fuel price volatility.

Customer Signature of Acceptance to Proceed With Order: x \_\_\_\_\_  
 Purchase Order #: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_  
 E.T.A. of Chassis to Streator, IL: \_\_\_\_\_ Last Eight of V.I.N: \_\_\_\_\_  
 Year / Make / Model of Chassis: \_\_\_\_\_  
 Suspension Type (Circle One): Air Ride Spring Tire Size: \_\_\_\_\_  
 Wheelbase: \_\_\_\_\_ Cab to Axle: \_\_\_\_\_





## **5-YEAR LIMITED WARRANTY**

**U.S. Truck Body warrants its FRP & aluminum truck bodies, to their original owner, to be free from defects in material and workmanship for five years from the date of delivery. Warranted for One year from date of delivery, are wood flooring, and exterior paints and finishes.**

**No *warranty* or representation is made by U.S. Truck Body, for Refrigeration, Heating, Liftgate equipment, or roll up doors, which are warranted by their manufacturers. U.S. Truck Body hereby assigns to Purchasers, to the extent assignable, the applicable manufacturer's warranty for such units.**

**Specifically excluded, without limitation are any and all warranties of merchantability and of fitness for a particular purpose. U.S. Truck Body is not liable for an amount in excess of the truck body purchase price, or for special, indirect or consequential damages. No party shall make any repair under this warranty without the prior written consent of U.S. Truck Body. If U.S. Truck Body requests it, purchaser at its cost shall deliver the defective truck body to U.S. Truck Body or its designee for repairs.**

**Any claim under this warranty must be made within thirty (30) days from the date such claim should reasonably been discovered. Timeliness of notification being of the essence, Purchaser's late notification relieves U.S. Truck Body of all liability hereunder.**

# 2 & 2

## Limited WARRANTY

# ANTHONY LIFTGATES, INC.®

**2 Years on Mechanical Structure  
2 Years on Electric/Hydraulic Systems**

**Applies only to these Anthony Liftgates Inc. models: AST, AR Series, LoadBlazer, AC Conventional, Side Mount, Dump Through, & Gas Bottle Series**

Thank you for purchasing an Anthony liftgate. We strive to produce the most trouble free and reliable liftgates in the market. We believe you will experience years of reliable operation and minimum downtime interruptions. To further insure your confidence in Anthony, this warranty will cover your unit for **2 years or 6,000 cycles** (whichever occurs first) on mechanical/structure, electrical, and hydraulic operating parts. This warranty is extended to the original purchaser (user only) and is not transferable. The warranty term begins from the date of shipment from our factory or warehouse.

Anthony Liftgates Inc. will cover all failed components during the warranty period. Labor will be provided under our Flat Rate Warranty Schedule in effect at the time of the part failure and includes diagnoses time. Contact Anthony for current reimbursement amounts. For repairs NOT listed on the Flat Rate Warranty Schedule, contact Anthony Warranty Department for approved reimbursement prior to performing repairs. Anthony Liftgates Inc. reserves the right of determination of whether a component is defective or has failed. This warranty applies to Anthony liftgates installed, operated, and maintained in accordance with Anthony Liftgates Inc. installation, operation, and maintenance manuals, videos, etc.

Certain Anthony models have published Lifetime Warranties on listed components as published in current literature. This additional coverage will be detailed on the published operation components, providing the unit has been operated and maintained within the intended usage.

Anthony Liftgates, Inc. will process all claims and determine their eligibility for authorization upon the receipt of the failed part, the identification of the claimant, and the liftgate serial number. All parts must be returned freight prepaid and following the instructions given by Anthony Warranty Department. Freight collect shipments will NOT be accepted. PLEASE NOTE THAT NO CLAIMS WILL BE PROCESSED WITHOUT THE PART, THE CLAIMANT'S INFORMATION, AND THE LIFTGATE SERIAL NUMBER. Claims not submitted within 30 days of repair date will be denied. NOTE: ALL CLAIMS MUST BE COMPLETED ON THE ANTHONY LIFTGATES INC. WARRANTY CLAIM FORM. This form provides all the necessary information.

Upon approval of the claim, Anthony will, at the direction of the claimant, return a replacement part and labor allowance, or a parts credit based on current distributor net pricing, and the appropriate flat rate labor allowance.

Please do not attempt to field-repair cylinders, pumps, or electric motors. Warranty claims for field repair on these components will not be honored. Anthony will not cover road travel time or replacement unit costs.

Anthony Liftgates, Inc. is not responsible or liable for loss of time, cost, labor, material, profits, direct or indirect damages caused by failed components, whether due to rights arising under purchase, order, contract of sale or independently thereof, and whether or not such claim is based on contract, tort, or warranty. The sale of products of Anthony Liftgates, Inc. under any other warranty or guarantee express or implied is not authorized. This warranty does not cover misuse, abuse, damage, or product finish, normal wear, maintenance adjustments, careless or negligence of use or maintenance. Modifications to our product are not covered unless prior authorized by Anthony.

Purchased Parts warranty is 1 year from date of purchase and covers replacement of part only.

If you require assistance or have questions, please contact Anthony Liftgates Inc. at 815-842-3383.

Note: Most (not all) Anthony liftgate models incorporate our Service-Free feature. Service-Free refers to the fact that these models require no routine or scheduled lubrication of the major pivot points that contain our service-free bushings. Normal repair and maintenance of your liftgate, per our instruction, is necessary for ALL Anthony liftgates.

**Anthony Liftgates, Inc. • 1037 W. Howard St. P.O. Box 615 • Pontiac, IL 61764-0615**  
PH: 815-842-3383 FAX: 815-844-3612 E-Mail: warrantyclaims@anthonyliftgates.com



# 195 PREVENTIVE CARE PROGRAM

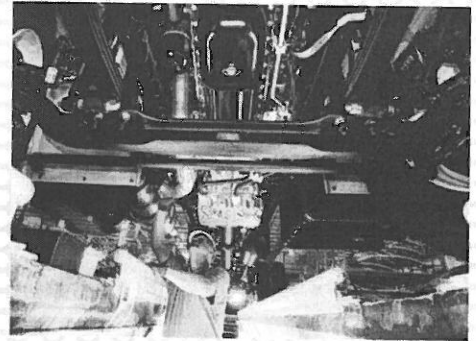


A Toyota Group Company



A Toyota Group Company

Vehicle costs are a main source of concern for fleet managers and business owners. Oil and filter changes are a necessary cost of ownership that negatively impacts the bottom line of any business. Hino Trucks understands these issues and has worked vigorously to earn its place as an industry leader in low cost of ownership. Well, The Hino Advantage just keeps growing!



Owning a Hino 195 is owning peace of mind. The engine is backed by an industry leading 5 year, 175,000 mile warranty. Drivers are covered with 3 years of roadside assistance through HinoWatch. Now HinoCare has arrived to back businesses across America and help put money back where it counts: their bottom line.

HinoCare is our 2 year or 60,000 mile (whichever comes first) preventive care program for the 195 / 195-DC (diesel) model. As maintenance becomes due, 195 / 195-DC owners will be able to take their truck to any authorized Hino dealer or parts and service provider and have all standard preventive care services handled by a knowledgeable Hino Service Technician FREE OF CHARGE.

## WHAT IF YOU DIDN'T HAVE VEHICLE MAINTENANCE COSTS? WHAT OTHER BUSINESS IMPROVEMENTS WOULD YOU MAKE WITH THESE SAVINGS?

### WHAT IS COVERED?

First scheduled preventive care begins at 6,000 miles and subsequent intervals are every 9,000 miles up to the final service at 60,000 miles (if 2 year coverage timeframe has not been exceeded). HinoCare covers all standard checks and replacements such as:

### Replacements

- ✓ Engine Oil, Fuel Filter, Air Filter Replacements
- ✓ Transmission Fluid and Differential Oil Replacement

### Checks

- ✓ Steering, Brake Pad, Battery Terminal, Wheel Checks
- ✓ Gauges, Warning Lights, Mirror, Wipers Checks
- ✓ Engine Belt, Air Intake System Checks

In addition to standard checks and replacements, HinoCare also covers a Diagnostic Trouble Codes check. Covered services are detailed in your 195 Service Log that you will receive at the time you take delivery of your 195 / 195-DC.

Contact your local Hino dealer today to learn more about how HinoCare can provide exceptional value and peace of mind for your business!





**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

February 20, 2015

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

RE: CRFQ PRI1500000004

To Whom It May Concern,

Thank you for this opportunity to submit a proposal on your vehicle needs. Please find attached with our bid packet the spec sheet on a 2015 Hino 195 Cab Over, and a 20 box both based upon your specifications. This vehicle reflects your bid specifications as follows:

3.1.1 Yes, 2015 Hino with 20 box and liftgate.

3.1.2 Truck, box and all components are warrantied. Warranty included.

Cab:

- A. Yes.
- B. Yes.
- C. Yes.
- D. Yes.
- E. 4 spot mirrors are mounted under regular mirrors. Plastic heads.

Truck:

- A. Yes.
- B. Single 30 gallon tank. Fuel filter is heated. Artic Fox can be added for \$1,372.00.
- C. Yes.
- D. Horsepower is 210 with 440 foot pounds of torque.
- E. Automatic transmission manual is unavailable.
- F. Yes 2 overdrives.
- G. Exhaust brake in lieu of true engine brake. Engine brake unavailable.
- H. Yes.
- I. Yes. Hydraulic, included on body spec in REAR section.
- J. Yes.
- K. WB is 173 with 145.4 CA. Correct measurement according to the manufacturer for a 20 body.
- L. Yes.
- M. Electric backup buzzer.
- N. Yes.
- O. Yes.

Lift Gate:

- A. Yes.
- B. Yes.
- C. Yes.
- D. Yes.
- E. Yes.

Dry Freight Box:

- A. Yes.
- B. Yes.
- C. Yes.
- D. Yes.
- E. Yes.
- F. Yes.
- G. Yes.
- H. Yes.
- I. Yes.
- J. Yes.
- K. Yes.
- L. Yes.

This unit can be delivered within 60 days.

Thank you.

  
Jack Cummings (Commercial Sales Consultant)  
Matheny Commercial Trucks  
4125 1<sup>st</sup> Avenue  
Nitro, WV 25143  
Office 304-769-5860 X 3601  
Fax 304-769-5865  
Cell 304-539-3817  
[www.mathenymotors.com](http://www.mathenymotors.com)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% vendor preference for the reason checked:

- \_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- \_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- \_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% vendor preference for the reason checked:

- ✓ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- \_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- \_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- \_\_\_ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Matheny Motor Truck Company

Signed: [Signature]

Date: 2/23/2015

Title: Sales Consultant

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Matheny Motor Truck Company

Authorized Signature: [Handwritten Signature] Date: 2/19/2015

State of West Virginia

County of Lincoln, to-wit:

Taken, subscribed, and sworn to before me this 19th day of February, 2015

My Commission expires Feb 5, 2023

**AFFIX SEAL HERE**

NOTARY PUBLIC [Handwritten Signature]  
*Purchasing Affidavit (Revised 07/01/2012)*

