Exh	nibit A				
		CRFQ DOT:	1900000124		
ltem No.	Description:	Make/Model & Year	Estimated Quantity	Unit Price	Item Total Cost
1	One Complete unit:52,000 GVWR Tandem Axle Road Tractor 6x4 Day Cab w/air- sliding 5th Wheel	2020 or newer Freightliner 122SD Tandem Axle Road Tractor	15	\$147,212.00	\$2,208,180.00
	Total Bid Amount	\$2,208,180.00			
		Vendor Information			
Comp	any Name: Matheny Motor Truck Company				
Contra	act Manager: Jack Cummings				RECEIVED
Addre	ss: 4125 1st Ave, Nitro WV 25143				HLC/LIVED
					2019 JUL 24 PM 1:22
hone	: 304-769-5860 x 3601				WV PulsonaSiNG
ax: 3	04-769-5866				DIVISION
mail:	jcummings@mathenymotors.com				
Signat	ure: Jans Sus 1				



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

State of West Virginia Request for Quotation 13 - Equipment

Proc Folder: 574017

Doc Description: ADDENDUM 1 TANDEM AXLE ROAD TRACTOR (7019EC14)

Proc Type: Central Master Agreement Date Issued Solicitation Cicase Solicitation No. Version 2019-07-17 2019-07-24 CRFQ 0803 DOT1900000124 2 13:30:00

AP FEMALON CONTRACTOR

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

W 25305

US

VERNO

Vendor Name, Address and Telephone Number: Matheny Motor Truck Company 50 Matheny Lane Mineral Wells WV 26150 304-485-4418 x 3601

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead (304) 558-2402

crystal.g.hustead@wv.gov

Signature X

FEIN # 55-032-0770

DATE 7/23/2019

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDRESS SEVERALES

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR A TANDEM AXEL ROAD TRACTOR PER THE ATTACHED DOCUMENTS.

Revise To		9KF TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CRI	ossing
BUCKHANNON	WV26201	BUCKHANNON	WV 26201
us		us	

Line	Comm Ln Desc	Qty	Unit lesue	Unit Price	Total Price
1	TANDEM AXLE ROAD TRACTOR	15.00000	EA	147,212.00	2,208,180.00

Comm Code	Manufacturer	Specification	Model #	
25102100	Freightliner	Tandem Axle Road Tractor	122 SD	

Extended Description:

52,000 GVWR TANDEM AXLE ROAD TRACTOR 6X4 DAY CAB, WITH AIR SLIDING 5TH WHEEL

Line Event Event Date 1 MANDATORY PRE-BID MEETING 2019-07-09 2 VENDOR QUESTION DEADLINE 2019-07-12

DOT1960000124	Document Phase	Document Description	Page 3
DO11900000124	Final	ADDENDUM 1 TANDEM AXLE ROAD	of 3
	i	TRACTOR (7019EC14)	e5 51

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT1900000124

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

HOL	P FIIC	, ()(a heat to each addendum lec	E14C	1)	
	[X]	Addendum No. 1	Į	1	Addendum No. 6
	ľ	1	Addendum No. 2	[3	Addendum No. 7
	[]	Addendum No. 3	[1	Addendum No. 8
	[]	Addendum No. 4	ſ]	Addendum No. 9
	ſ	1	Addendum No. 5	ſ	1	Addendum No. 10

Addendum Numbers Received:

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Matheny Motor Truck Company

Company

Authorized Signature

July 23, 2019

Date

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

Revised 6/8/2012

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jack Cummings - sales consultant	
(Name, Title) Jack Cummings - sales consultant	
(Printed Name and Title) 4125 1st Avenue, Nitro WV 25143	
(Address) 304-769-5860 x 3601 304-769-5866	
(Phone Number) / (Fax Number) jcummings@mathenymotors.com	
(email address)	

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Matheny Motor Truck Company

(Company)

Jack Cummings - sales consultant

(Authorized Signature) (Representative Name, Title)

Jack Cummings - sales consultant

(Printed Name and Title of Authorized Representative)

July 23, 2019

(Date)

304-769-5860 x 3601 304-769-5866

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION CRFQ DOT1900000124

WVDOH 283 Class Tandem Axle Road Tractor (7019EC14)

- 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.

8. MISCELLANEOUS:

- 8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to RFQ unless a contract modification is approved in accordance with the provisions contained in this contract.
- 8.2 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.3 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jack Cummings

Telephone Number: <u>304-769-5860 x 3601</u>

Fax Number: 304-769-5866

Email Address: jcummings@mathenymotors.com



MATHENY MOTOR TRUCK COMPANY
4125 1st Avenue
Nitro, WV 25143
(P) 304.769-5860 (F) 304.769-5866
mathenymotors.com

CRFQ DOT1900000124 WVDOH 283 CLASS TANDEM AXLE ROAD TRACTOR

LETTER OF CLARIFICATION

- 3.1.2.1 Wheelbase shall be 195-inches minimum to 206-inches maximum and shall be set forward axle design.
- 3.1.2.3 Cab to Axle Dimension: Shall be 116 inches minimum usable. (Back of cab to centerline of trunnion).
- 3.1.24.1 Rack shall be a minimum of 70-inches 5052 grade Polished Aluminum with window with minimum of 3-boxes lockable with bar light mount Protech Model #10-1153 or equal.

This letter is for clarification purposes only. We were not sure if the usable CA included the head ache rack or not.

Currently our tractor has a wheelbase of 206" and a calculated CA of 100" after the installation of the headache rack.

Thank you.

Jack Cummings Matheny Motors

4125 1st Ave

Nitro WV 25143

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Vs. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Vs. Code §5A-3-10s, 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 deliars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

"Debt" mass any accessment, pramium, 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 secessment, defaulted workers' compensation pramium, 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 panalties 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 § 23-26-2, 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 insurence Commissioner and ramping in compilance 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 ventor 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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false exearing (W. Ve. Code 561-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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.

attractor the fortowing signal rive:
Vendor's Name: Matheny Motor Truck Company
Authorized Signature: Janle 1 Date: July 23 Zo19
State of WW
County of Kanawha to-with
Taken, subscribed, and swom to before me this day of JULY 2019.
My Commission supires becomber 25th 2023
AFFIX SEAL HERE MOTARY PUBLIC MONTAGE C. WILLIAM
AFFIX SEAL HERE MOTARY PUBLIC / MILLA . UNITO

Purchasing Affidevit (Revised 01/19/2018)

NOTARY PUBLIC OFFICIAL SEAL Monica C. Whitt State of West Virginia My Commission Expires December 25, 2023 MATHENY MOTORS

4125 1ST AVENUE NITRO WV 2543

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 8D-1-2)

	MINUT TRULE Address: PC 80X 1304	1,
Name of Authorized Agent: M.J. MARKEN	Address: PARKERSBURG WV 26162-	1304
Contract Number: CRFQ 0803 DDT(900000		A CAMPAGE
Governmental agency awarding contract: WW		
☐ Check here if this is a Supplemental Disclose		
	suitain man language and an action of the suitain and a su	noss
Subcontractors or other entities performing to Check here it none, otherwise fist entity/individual	work or service under the Contract ridual names below.	
2. Any person or entity who owns 25% or more: ① Check here if none, otherwise list entity/individuals.	e of contracting entity (not applicable to publicly traded entiti idual names below.	as)
services related to the negotiation or drafting Check here if none, otherwise list entity/individ	idual names below.	
Notary Verification		
State of	County of Wood	
		نــ
M J. Matheny	that the Disclosure herein is being made under oath and under	_; less the
M T Malkeny	23rd day of grelly 2019	_; less the
M. J. M. Wheny entity listed above, being duty swom, acknowledge to censity of perjury.		uses the



CERTIFICATE OF LIABILITY INSURANCE

DATE (MEMODAYYY) 7/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

	ICER			NAME Carta Dob				
∪nii 139	ed Security Agency, Inc. W. Main Street			MIC. No. Extt: 304-848-2842 (AIC. No.: 304-842-7321				
	geport WV 26330			Appears: cdobbins@unitedsecurityagency.com				
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				MELIRER A : Eria insi			26830	
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Matheny Motor Truck Cempany PO Box 1304				NUMBER C : TRAVE			25874	
	80x 1304 terabum VVV 26102-1304			MSUPER D: LLoyd's				
eg r	64 64 50 105-1004			INSURER E LICPM E		Insurance		
				INSURER F		Sandardin des Sanda		
:OV	ERAGES CER	TIEICA	TE NUMBER: 781864250	INDOSER P		REVISION NUMBER:		
CE	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	QUIRE PERTAI POLICII	VIENT, TERM OR CONDITION N, THE INSURANCE AFFORDI ES LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT TO ALL	WHICH I'M	
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		1 1	i			MED EXP (Any one person) \$5,000		
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ł	ANY PROPRIETOR/PARTNER/EXECUTIVE NOFFICER/MEMBER EXCLUDED?	N/A	ì			EL EACH ACCIDENT \$ 1,000		
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en oc. oc.	RIPTION OF OPERATIONS / LOCATIONS / VEHICL red Insureds include: Matheny Family I spany. Aliled Freightliner LLC, Aliled Tr ks of Williamstown, Matheny Motor Fo age Desiers Physical Damage & Garag 1: 233 Ann Street, Parkersburg WV in 3: 112 1/2 3rd Street, Parkersburg WW 3: 112 1/2 3rd Street, Parkersburg, W							
300	Attached							
EF.	TIFICATE HOLDER			CANCELLATION				
	Divine at his mail his coincides			SHOULD ANY OF THE EXPIRATIO ACCORDANCE W	M DATE TH	DESCRIBED POLICIES RE CANCE IEREOF, NOTICE WILL RE D CYPROVISIONS.	LLED BEFO ELIVERED	

CERTIFICATE HOLDER	CANCELLATION
State of West Virginia	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1900 Kenawha Bîvd E Bidg 5 Charleston WV 25305	Carla Doblains

		LOG #:				
ACORD [®] ADDITIONAL	REMA	ARKS SCHEDULE	Page	1	of	1
AGENCY		BANED BISLINED				
United Security Agency, Inc.		Matheny Motor Truck Company				
POLICY MURBER		PO Box 1304 Parkersburg WV 26102-1304				
CARRIER	NAIC CODE					
		EFFECTIVE DATE				_
additional remarks						_
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACO	RD FORM					
FORM NUMBER: 25 FORM TITLE; CERTIFICATE OF		NSURANCE				
Loc. 7: 1375 US Rt 52, Kenova. WV includes Garage Dealers Physincludes Garage Keepers coverage of \$1,500,000 with \$1,000 per a co-c 8: 50 Matheny Lin, Mineral Wells. WV includes Garage Dealers Ideductible & includes Garage Keepers coverage of \$1,500,000 with soc 10.257 Matheny Lane, Mineral Wells WV includes Garage Keepers coverage of \$1,000,000 with soc. 11.201-225 Ann Street Parkersburg, WV includes Garage Dealers Dealers Physical Research Communication of the Comm	suto deducibi a Physicai De a \$1,000 per i elera Physica 11,000 per au Damage lim sulo deducibi palera Physica i \$1,000 per i era Physicai palera Phy	ne and \$5,000 max deductible mage limit of \$6,000,000 with \$2500 per auto deductible and \$5,000 max deductible and \$5,000 max deductible and \$6,000 max deductible and \$6 deductible and \$6 deductible and \$6 deductible and \$7,000 per auto deductible and \$6,000 max deductible it of \$1,000,000 with \$2500 per auto deductible and \$5,000 max deductible at Damage limit of \$1,000,000 with \$2500 per auto deductible are and \$5,000 max deductible Damage limit of \$1,000,000 with \$2500 per auto deductible and \$5,000 max deductible are \$5,000 max deductible at limit of \$3,500,000 with \$2500 per auto deductible and \$5,000 max deductible and \$5,000 ma	#ible & \$12,500 \$5,000 max de fuctible & \$12, 2,500 max de \$ \$12,500 max reductible & \$1 ctible & \$12,500 max e & \$12,500 max	o ma: sducti scoor ductii c ded 2,50 m oo m ax de	x nax ole & uctible o max ex ductif ductil	n á c cle