



VENDOR: MATHENY MOTOR TRUCK COMPANY Class 371 41,000 GVWR Single Axle Dump Truck

Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost
1	Cab Chassis/Dump Body w/Hyd. And Spreader Control System	Freightliner 114 with Henderson MKE 10.5	120	\$157,408.00	\$18,888,960.00
2	Front 10 Ft. Snow Plow with plow mount	Henderson RSP 10	120	\$9,118.00	\$1,094,160.00
3	Front 11 Ft. Snow Plow with plow mount	Henderson RSP 11	120	\$9,951.00	\$1,194,120.00
4	V-Box Spreader	Henderson WSH 9	120	\$17,996.00	\$2,159,520.00
Total Bid Cost					\$23,336,760.00
Bid Will Be Awarded To The Lowest Overall Bid Total For All Items					

Vendor Information	
Company Name:	Matheny Motor Truck Company
Contact Manager:	Jack Cummings
Address:	4125 1st Ave Nitro WV 25143
Phone:	304-769-5860 x 3601
Fax:	304-769-5866
E-mail:	jcummings@mathenymotors.com
Signature:	

RECEIVED

2019 JUL 17 PM 1:13

WV PURCHASING DIVISION



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

State of West Virginia
 Request for Quotation
 19 - Highways

Proc Folder: 589305

Doc Description: ADDENDUM 2 41K GVWR SINGLE AXLE DUMP TRUCK (7019EC16)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-07-09	2019-07-17 13:30:00	CRFQ 0803 DOT1900000128	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Matheny 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 7/16/2019

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

ADDITIONAL INFORMATION:

THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DIVISION OF HIGHWAYS, DEPARTMENT OF TRANSPORTATION, TO ESTABLISH AN OPEN-END CONTRACT FOR A 41,000 GVWR SINGLE AXLE DUMP TRUCK WITH SNOW PLOW AND V-BOX SPREADER PER THE ATTACHED DOCUMENTS.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CAB CHASSIS/DUMP BODY	120.00000	EA	\$157,408.00	\$18,888,960.00

Comm Code	Manufacturer	Specification	Model #
25101601	Freightliner	41,000 single axle dump truck	114SD

Extended Description :
 CAB CHASSIS/DUMP BODY WITH HYD. AND SPREADER CONTROL SYSTEM

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	FRONT 10FT. SNOW PLOW	120.00000	EA	\$9,118.00	\$1,094,160.00

Comm Code	Manufacturer	Specification	Model #
25101601	Henderson	Front 10 ft Snow Plow and Mount	Henderson RSP 10

Extended Description :
 FRONT 10FT. SNOW PLOW WITH PLOW MOUNT

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	FRONT 11FT. SNOW PLOW	120.00000	EA	\$9,951.00	\$1,194,120.00

Comm Code	Manufacturer	Specification	Model #
25101601	Henderson	Front 11 Ft Snow Plow and Mount	Henderson RSP 11

Extended Description :
FRONT 11FT. SNOW PLOW WITH PLOW MOUNT

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	V-BOX SPREADER	120.00000	EA	\$17,996.00	\$2,159,520.00

Comm Code	Manufacturer	Specification	Model #
25101601	Henderson	V-Box Spreader	Henderson WSH 9

Extended Description :
V-BOX SPREADER

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-06-25
2	VENDOR QUESTION DEADLINE	2019-06-28

DOT1900000128	Document Phase Final	Document Description ADDENDUM 2 41K GWR SINGLE AXLE DUMP TRUCK (7019EC16)	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1900000128

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Matheny Motor Truck Company

Company



Authorized Signature

7/16/2019

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)

7/16/2019

(Date)

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

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ DOT1900000128
(Class 371) 41,000 GVWR Single Axle Dump Truck w/ Snow Plow and V-Box Spreader

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.

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: 304-769-5860 x 3601

Fax Number: 304-769-5866

Email Address: jcumings@mathenymotors.com

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Matheny Motors Address: PO Box 1304

Name of Authorized Agent: M J Matheny Address: Parfessburg WV 26102-1304

Contract Number: CRFW 0803 DOT1900000128 Contract Description: 41K Single Axle Dump

Governmental agency awarding contract: WV DOT

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

ACE TRUCK EQUIPMENT, 1130 NEWARK ROAD, ZANESVILLE OH 43701

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: MJ Matheny

Date Signed: 7/16/2019

Notary Verification

State of WV County of Kanawha

I, Monica C. Whitt, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 16th day of July 2019

Monica C. Whitt
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



NOTARY PUBLIC OFFICIAL ~~Expires~~ Revised June 8, 2018
Monica C. Whitt
State of West Virginia
My Commission Expires
December 25, 2023
MATHENY MOTORS
4125 1ST AVENUE
NITRO WV 2543



ADDITIONAL REMARKS SCHEDULE

AGENCY United Security Agency, Inc.		NAMED INSURED Matheny Motor Truck Company PO Box 1304 Parkersburg WV 26102-1304	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

deductible & includes Garage Keepers coverage of \$50,000 with \$1,000 per auto deductible and \$5,000 max deductible
 Loc. 4: 102-122 3rd Street, Parkersburg, WV includes Garage Dealers Physical Damage limit of \$1,500,000 with \$2500 per auto deductible & \$12,500 max deductible & includes Garage Keepers coverage of \$100,000 with \$1,000 per auto deductible and \$5,000 max deductible
 Loc. 5: 301-399 Ann Street, Parkersburg, WV includes Garage Dealers Physical Damage limit of \$5,500,000 with \$2500 per auto deductible & \$12,500 max deductible & includes Garage Keepers coverage of \$300,000 with \$1,000 per auto deductible and \$5,000 max deductible
 Loc. 6: 18 12th Street, Parkersburg, WV includes Garage Dealers Physical Damage limit of \$100,000 with \$2500 per auto deductible & \$12,500 max deductible & includes Garage Keepers coverage of \$400,000 with \$1,000 per auto deductible and \$5,000 max deductible
 Loc. 7: 1375 US Rt 52, Kenova, WV includes Garage Dealers Physical Damage limit of \$2,300,000 with \$2500 per auto deductible & \$12,500 max deductible & includes Garage Keepers coverage of \$1,500,000 with \$1,000 per auto deductible and \$5,000 max deductible
 Loc. 8: 50 Matheny Ln, Mineral Wells, WV includes Garage Dealers Physical Damage limit of \$6,000,000 with \$2500 per auto deductible & \$12,500 max deductible & includes Garage Keepers coverage of \$1,500,000 with \$1,000 per auto deductible and \$5,000 max deductible
 Loc. 10: 257 Matheny Lane, Mineral Wells WV includes Garage Keepers coverage of \$800,000 with \$1,000 per auto deductible and \$5,000 max deductible
 Loc. 11: 201-225 Ann Street, Parkersburg, WV includes Garage Dealers Physical Damage limit of \$400,000 with \$2500 per auto deductible & \$12,500 max deductible & includes Garage Keepers coverage of \$100,000 with \$1,000 per auto deductible and \$5,000 max deductible
 Loc. 13: 4125 1st Ave, Nitro, WV includes Garage Dealers Physical Damage limit of \$1,000,000 with \$2500 per auto deductible & \$12,500 max deductible & includes Garage Keepers coverage of \$1,000,000 with \$1,000 per auto deductible and \$5,000 max deductible
 Loc. 14: 251 Dunn Drive, Beckley, WV includes Garage Dealers Physical Damage limit of \$500,000 with \$2500 per auto deductible & \$12,500 max deductible & includes Garage Keepers coverage of \$500,000 with \$1,000 per auto deductible and \$5,000 max deductible
 Loc. 15: 207 Matheny Lane, Mineral Wells, WV includes Garage Dealers Physical Damage limit of \$1,000,000 with \$2500 per auto deductible & \$12,500 max deductible & includes Garage Keepers coverage of \$1,000,000 with \$1,000 per auto deductible and \$5,000 max deductible
 Loc. 16: 321 Hawk Highway, Lost Creek, WV includes Garage Dealers Physical Damage limit of \$100,000 with \$2500 per auto deductible & \$12,500 max deductible
 Loc. 17: 309 3rd Street, St Marys, WV includes Garage Dealers Physical Damage limit of \$3,500,000 with \$2500 per auto deductible & \$12,500 max deductible & includes Garage Keepers coverage of \$100,000 with \$1,000 per auto deductible and \$5,000 max deductible
 Loc. 18: 215 3rd Street, St Marys, WV includes Garage Dealers Physical Damage limit of \$1,500,000 with \$2500 per auto deductible & \$12,500 max deductible & includes Garage Keepers coverage of \$100,000 with \$1,000 per auto deductible and \$5,000 max deductible
 Loc. 19: 308 3rd Street, St Marys, WV includes Garage Dealers Physical Damage limit of \$250,000 with \$2500 per auto deductible & \$12,500 max deductible & includes Garage Keepers coverage of \$500,000 with \$1,000 per auto deductible and \$5,000 max deductible

State of West Virginia is listed as Additional Insured pertaining to the General and Automobile Liability policies.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. 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. 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: (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.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Matheny Motor Truck Company

Authorized Signature: *Jacques S. [Signature]* Date: 7/16/2019

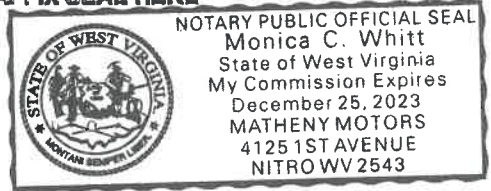
State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 16th day of July, 2019.

My Commission expires December 25, 2023

AFFIX SEAL HERE



NOTARY PUBLIC *Monica C. Whitt*



WORK SMART™

FREIGHTLINER 114SD

VOCATIONAL SEVERE DUTY DUMP



FREIGHTLINER 114SD SEVERE DUTY DUMP



FREIGHTLINER'S NEW 114SD: THE BEST SOLUTION TO YOUR TOUGHEST CHALLENGES.

When you're shouldering the load for any work site, you need a dump truck that's reliable, versatile and tough as nails. You need the 114SD Severe Duty Dump from Freightliner.

Built on our severe duty platform, the 114SD has a weight-optimized design to keep pace with your increasing demands. But don't let its agility fool you. This truck was built rugged to take on your toughest challenges. A range of options for all regional configurations, including engines, axles and frames, adapts easily to any job. And, with our clear back-of-cab chassis, the 114SD is an easy upfit for equipment manufacturers, allowing greater flexibility.

Legendary Freightliner quality, insightful, industry-specific innovations and a comprehensive warranty all make the 114SD the perfect vehicle to meet your most severe duty needs.

STANDARD FEATURES

- 114" BBC steel reinforced aluminum day cab
- Set-forward front axle position @ 31"
- Strong, durable cab and hood
- Radiator-mounted mold-in color front grille with signature styling
- Front grille, headlight bezels, engine air intake grille, bumper and primary mirrors trimmed in black
- Halogen composite headlights
- Air rear cab mounts
- Ergonomic wing dash
- 63" x 14" rear window
- Up to 50-degree wheel cut depending on wheel equipment
- DD13® engine with 350 HP, 1350 lb-ft torque
- Eaton® Fuller® 10-speed manual transmission
- Front axle rated at 12,000 lbs
- Rear axle rated at 40,000 lbs
- 60-gallon cylindrical fuel tank

OPTIONAL FEATURES

- Bridge formula bumpers for 29.5" front axle position
- Bright-accented front grille with chromed grille surround, headlight bezels and engine air intake grille
- Engine air intake pre-cleaner
- Large selection of wheelbases with frames and frame reinforcements to meet severe duty needs
- Transmission power take-offs
- Three batteries mounted under cab with clear back-of-cab packaging
- Range of cylindrical and rectangular aluminum fuel tanks
- Steer axles from 12,000 to 22,000 lbs
- Single drive axles from 21,000 to 38,000 lbs rating
- Tandem drive axles from 40,000 to 58,000 lbs rating
- Tridem drive axle set rated at 69,000 lbs
- Pusher and tag axles rated from 8,000 to 22,000 lbs available in single or dual configurations
- A wide range of Eaton® and Allison® transmissions
- Freightliner AirLiner® and TufTrac® rear suspensions
- Hendrickson® and Chalmers® rear suspensions
- Expanded dash instrumentation, switches and controls to meet almost any vocational application
- DD13 engine with up to 450 HP, 1650 lb-ft torque
- Cummins® ISC engine with up to 350 HP, 1000 lb-ft torque (available Oct. 2011)
- Cummins® ISL engine with up to 380 HP, 1300 lb-ft torque (available Oct. 2011)
- Removable front tow eyes

Visit your local Freightliner dealer for complete specifications and options.

FIND A TRUCK FOR YOUR BUSINESS AT FREIGHTLINERTRUCKS.COM/WORKSMART



Ergonomically designed driver's area features an automotive-style dash, easy-to-read LED-backlit gauges and controls within easy reach.



Full tilt hood for easy engine access.



Engine air intake with pre-cleaner for dusty environments.



Superior wheel cut for outstanding job site maneuverability.



Competitive financing available through Daimler Truck Financial. For the Freightliner Trucks Dealer nearest you, call 1-800-FTL-HELP. www.freightlinertrucks.com. 15M, 5/11. FTL/MC-B-1072. Specifications are subject to change without notice. Freightliner Trucks is registered to ISO 9001:2000 and ISO 14001:2004. Copyright © 2011. Daimler Trucks North America LLC. All rights reserved. Freightliner Trucks is a division of Daimler Trucks North America LLC, a Daimler company.