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	busing feature Comment (/ Laure)
Fax: 304-769-5866	
E-mail: jcummings@mathenymotors.com	
Signature: Jack S	2019 JUL 17 PM 1: 13

WV PUTCHASING DIVISION



Purchasing Divison 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

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

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

Jacko & C Signature X

FEIN# 55-032-0770

DATE 7/16/2019

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

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	de D. Dorock, Milliam V.
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS EQUIPMENT DIVISION	
83 BRUSHY ROAD CROS	SSING, PO BOX 610	83 BRUSHY FORK RD CRO	SSING
BUCKHANNON	WV26201	BUCKHANNON	WV 26201
us		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		DIVISION OF HIGHWAYS EQUIPMENT DIVISION	
83 BRUSHY ROAD CROS	SING, PO BOX 610	83 BRUSHY FORK RD CROSS	SING
BUCKHANNON	WV26201	BUCKHANNON	WV 26201
US		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	STATE OF THE PARTY	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33		DIVISION OF HIGHWAYS EQUIPMENT DIVISION		
83 BRUSHY ROAD CROSSING, PO BOX 610		83 BRUSHY FORK RD CROSSING	83 BRUSHY FORK RD CROSSING	
BUCKHANNON	WV26201	BUCKHANNON	WV 26201	
us		US		

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	STATE OF THE PARTY
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33		DIVISION OF HIGHWAYS EQUIPMENT DIVISION	
83 BRUSHY ROAD CROSS	SING, PO BOX 610	83 BRUSHY FORK RD CROS	SSING
BUCKHANNON	WV26201	BUCKHANNON	WV 26201
US		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					

	Document Phase	Document Description	Page 4
DOT1900000128	Final	ADDENDUM 2 41K GVWR SINGLE AXLE	of 4
		DUMP TRUCK (7019EC16)	

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.

(Check the b	ox next to each addendum r	receive	d)	
[X]	Addendum No. 1]]	Addendum No. 6
[X]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	1]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9

Addendum Numbers Received:

[] Addendum No. 5

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.

[] Addendum No. 10

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 Comp	pany
(Company)	
Lack Com	Jack Cummings - sales consultant
(Authorized Signature) (Represer	tative Name, Title)
Jack Cummings - sales con	sultant
(Printed Name and Title of Author	orized Representative)
7/16/2019	
(Date)	
304-769-5860 x 3601 304-7	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: jcummings@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: Mathing Motors Address: PO Box 1304
Name of Authorized Agent: M J Mathera Address: Partisburg WV 26102-1309 Contract Number: CREW 0803 Out 1900000128 Contract Description: 41k Single Axle Dump
Governmental agency awarding contract: WV DoK
☐ 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 NEWARE RUAD, ZANESUILLE 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.
 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: M/ Mathum Date Signed: 7/16/2019
Notary Verification
State of UV , county of Kanawha , Monica C. Whitt , the authorized agent of the contraction 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 10th day of July 2019
To be completed by State Agency: Date Received by State Agency: Date submitted to Ethics Commission:
Governmental agency submitting Disclosure:





CERTIFICATE OF LIABILITY INSURANCE

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT Carla Dobbins			
United Security Agency, Inc.		PHONE (A/C, No, Ext): 304-848-2642	FAX (A/C, No): 304-842-7321		
139 W. Main Street Bridgeport WV 26330		E-MAIL ADDRESS: cdobbins@unitedsecurityagency.com			
		INSURER(S) AFFORDING COVERAGE	NAIC #		
		INSURER A : Erie Insurance			
INSURED	MATHMOT-01	INSURER B : Erie Ins Co Of NY	16233		
Matheny Motor Truck Company		INSURER C : TRAVELERS	25674		
PO Box 1304 Parkersburg WV 26102-1304		INSURER D : LLoyd's Of London			
, amorosang titi sa ta sa ta sa		INSURER E: UCPM Environmental Insurance			
		INSURER F:			
	OFFICION TE MUNICIPED. 704004050	DEVISION NII	MRED.		

COVERAGES

CERTIFICATE NUMBER: 781864250

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
4	Х	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	*****	Q43-5150707	7/1/2019	7/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
1		OB MINIS III I SOCIAL						MED EXP (Any one person)	\$ 5,000
1								PERSONAL & ADV INJURY	\$ 1,000,000
1	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:				7/1/2019	7/1/2020	COMBINED SINGLE LIMIT	\$
	-	OMOBILE LIABILITY	Υ		Q07-5180942	7/1/2019	77172020	(Ea accident) BODILY INJURY (Per person)	\$ 1,000,000 \$
	Х	ANY AUTO ALL OWNED SCHEDULED						BODILY INJURY (Per accident)	\$
i	_	AUTOS NON-OWNED						PROPERTY DAMAGE	\$
1	Х	HIRED AUTOS Garage Liabi AUTOS						To decident	\$
1		UMBRELLA LIAB X OCCUR			Q31-5170364 ZUP-16N2652A-18-NF	7/1/2019 7/1/2019	7/1/2020 7/1/2020	EACH OCCURRENCE	\$ 10,000,000
	Х	EXCESS LIAB CLAIMS-MADE			ZUP-16NZ632A-16-NF	77172013	777720	AGGREGATE	\$ 10,000,000
1		DED RETENTION \$						Excess Umbrella PER OTH-	\$ 10,000,000
		KERS COMPENSATION EMPLOYERS' LIABILITY			Q91-5102550	7/1/2019	7/1/2020	X PER STATUTE ER	
П	ANY	DOODDIETOR/BARTNER/EYECLITIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
И	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	
		, describe under CRIPTION OF OPERATIONS below				7/4/2012	7/4/2020	E.L. DISEASE - POLICY LIMIT See Description of Op	\$ 1,000,000
		ers Inventory & Garage Keeper er Liability ution			Q07-5180942 506856 G71152704	7/1/2019 7/1/2019 7/1/2019	7/1/2020 7/1/2020 7/1/2020	Cyber Liability Pollution Liability	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds include: Matheny Family Limited Partnership, Matheny Ford LLC, Matheny Insurance Services, Matheny B-P-G AD Group, MMT Management Company, Allied Freightliner LLC, Allied Truck Leasing, LLC, TLM LLC, Matheny Fire and Emergency, Matheny Motors Factory Outlet, Marni Kepple, Hino Trucks of Williamstown, Matheny Motor Ford LLC, Mike and Julie Matheny, Timothy and Monica Matheny.

Garage Dealers Physical Damage & Garage Keepers:
Loc. 1: 233 Ann Street, Parkersburg WV includes Garage Keepers coverage of \$300,000 with \$1,000 per auto deductible and \$5,000 max deductible
Loc. 2: 229 Ann Street, Parkersburg WV includes Garage Keepers coverage of \$500,000 with \$1,000 per auto deductible and \$5,000 max deductible
Loc. 3: 112 1/2 3rd Street, Parkersburg, WV includes Garage Dealers Physical Damage limit of \$100,000 with \$2500 per auto deductible and \$12,500 max
See Attached...

CERTIFICATE HOLDER	CANCELLATION
State of West Virginia 1900 Kanawha Blvd E	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Bldg 5 Charleston WV 25305	authorized representative

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AGENCY CUSTOMER ID:	MATHMOT-01
LOC #:	



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY United Security Agency, Inc.		NAMED INSURED Matheny Motor Truck Company PO Box 1304
POLICY NUMBER		Parkersburg WV 26102-1304
CARRIER	NAIC CODE	EFFECTIVE DATE:
A DDITIONAL DEMANDIZO		areone pare.
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 \$100,000 with 1 Loc. 5: 301-399 Ann Street, Parkersburg, WV includes Garage Dea deductible & includes Garage Keepers coverage of \$300,000 with 1 Loc. 6: 18 12th Street, Parkersburg, WV includes Garage Dealers I & includes Garage Keepers coverage of \$400,000 with \$1,000 per Loc. 7: 1375 US Rt 52, Kenova, WV includes Garage Dealers Physincludes Garage Keepers coverage of \$1,500,000 with \$1,000 per Loc. 8: 50 Matheny Ln, Mineral Wells, WV includes Garage Dealers Physica Cot. 10: 257 Matheny Lane, Mineral Wells WV includes Garage Dealer deductible & includes Garage Keepers coverage of \$1,500,000 with 1 Loc. 10: 257 Matheny Lane, Mineral Wells WV includes Garage Ke Loc. 11: 201-225 Ann Street, Parkersburg, WV includes Garage Ke Loc. 13: 4125 1st Ave, Nitro, WV includes Garage Dealers Physica includes Garage Keepers coverage of \$100,000 with \$1,000 per Loc. 14: 251 Dunn Drive, Beckley, WV includes Garage Dealers Phincludes Garage Keepers coverage of \$5,00,000 with \$1,000 per Loc. 15: 207 Matheny Lane, Mineral Wells, WV includes Garage Dealers Phincludes Garage Keepers coverage of \$1,000,000 with 1,000,000 with 1,000	lers Physical L \$1,000 per aut alers Physical I \$1,000 per aut Physical Damage I auto deductible sical Damage sica	Damage limit of \$5,000 max deductible Damage limit of \$5,500,000 with \$2500 per auto deductible & \$12,500 max o deductible and \$5,000 max deductible ge limit of \$100,000 with \$2500 per auto deductible & \$12,500 max deductible e and \$5,000 max deductible imit of \$2,300,000 with \$2500 per auto deductible & \$12,500 max deductible imit of \$6,000,000 with \$2500 per auto deductible & \$12,500 max deductible mage limit of \$6,000,000 with \$2500 per auto deductible & \$12,500 max uto deductible and \$5,000 max deductible ge of \$800,000 with \$1,000 per auto deductible and \$5,000 max deductible l Damage limit of \$400,000 with \$2500 per auto deductible & \$12,500 max o deductible and \$5,000 max deductible i of \$1,000,000 with \$2500 per auto deductible & \$12,500 max deductible e limit of \$500,000 with \$2500 per auto deductible & \$12,500 max deductible l Damage limit of \$1,000,000 with \$2500 per auto deductible & \$12,500 max deductible l Damage limit of \$1,000,000 with \$2500 per auto deductible & \$12,500 max deductible and \$5,000 max deductible l Damage limit of \$1,000,000 with \$2500 per auto deductible & \$12,500 max uto deductible and \$5,000 max deductible Damage limit of \$1,000,000 with \$2500 per auto deductible & \$12,500 max deductible and \$5,000 max deductible Damage limit of \$1,000,000 with \$2500 per auto deductible & \$12,500 max deductible e limit of \$3,500,000 with \$2500 per auto deductible & \$12,500 max deductible e limit of \$1,500,000 with \$2500 per auto deductible & \$12,500 max deductible e limit of \$250,000 max deductible e limit of \$250,000 with \$2500 per auto deductible & \$12,500 max deductible e limit of \$250,000 max deductible e limit of \$250,000 with \$2500 per auto deductible & \$12,500 max deductible e limit of \$250,000 with \$2500 per auto deductible & \$12,500 max deductible e limit of \$250,000 with \$2500 per auto deductible & \$12,500 max deductible e limit of \$250,000 with \$2500 per auto deductible & \$12,500 max deductible e limit of \$1,500,000 with \$2500 per auto deductible & \$12,500 max deductible

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. Vs. 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 flability company or any other form or business association or other entity whatscever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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:

State of West Virginia My Commission Expires December 25, 2023 MATHENY MOTORS 41251ST AVENUE NITRO WV 2543

Vendor's Name: Matheny Motor Truck Compa	ny
Authorized Signature: Tack a 1 C	Date: 7/16/2019
State of WV	
County of Kanawha, to-wit:	
Taken, subscribed, and swom to before me this day	2019
My Commission expires Della 05	2013
My Commission expires DUMOUY	
AFFIX SEAL HERE	NOTARY PUBLIC Mule. Watt
NOTARY PUBLIC OFFICIAL SEAL Monica C. Whitt	Purchasing Affidavit (Revised 01/19/2018

Purchasing Affidavit (Revised 01/19/2018)



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



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.

Visit your local Freightliner dealer for complete specifications and options.

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