



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

Request for Quotation

RFQ NUMBER:
MVSUP07

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETTY FRANCISCO
304-558-0468

VENDOR

Randy Terrell
 M. J. Matheny Motor Truck Co.
 P. O. Box 1304
 Parkersburg, WV 26102-1304

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 11/22/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 12/13/2006 BID OPENING TIME: 01:30PM				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-06-01-000		14,497. ⁰⁰ each
2006 (OR CURRENT MODEL YEAR) SMALL STATION WAGON OPEN END CONTRACT TO FURNISH SMALL STATION WAGON PER THE ATTACHED SPECIFICATIONS. EXHIBIT 2 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Randy Terrell</i>	TELEPHONE 304-485-4418	DATE 12-12-06
TITLE Sales Manager	FEIN 55-0320770	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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VENDOR

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<p>RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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LINE	QUANTITY	UGP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 9/98					
<p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p>						

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<p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF</p>						

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<p>TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Matheny Motor Truck Co.</u></p> <p>DATE: <u>12-12-06</u></p> <p>SIGNED: <u>Paul Terrell</u></p> <p>TITLE: <u>Sales Manager</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMU 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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***** THIS IS THE END OF RFQ MVSUP07 ***** TOTAL: _____						

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MVSUP07 General Specifications/Information

This is a supplemental request for quotation to MV07. This RFQ is to supply an additional 2007 (or latest model year if successful vendor desires) vehicle to the State of West Virginia Agencies and political subdivisions. An award shall be made for each Vehicle Class to the lowest, responsible bidder meeting specifications using the base price of the vehicle bid, including delivery cost and life-cycle costing, pursuant to the changes in the West Virginia Code. The life-cycle costing to be used shall be the gasoline consumption for 100,000 miles. This will only apply to vehicles < 8,500 GVWR.

Gasoline Costing Information:

100,000 ÷ MPG Average (25% - City – 75% Highway)
Gasoline shall be based on \$3.00 per gallon.

For example, if a vehicle were to average 25 MPG under the 25 city/75 highway, the life cycle costing would equal \$12,000.00. (100,000 ÷ 25 X \$3.00) The cost of the gasoline (based on \$3.00/gallon) shall be added to the base price and shall be added to the cost shown on the bid for evaluation purposes.

All written questions regarding this contract should be directed to:

Betty Francisco, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, West Virginia 25305-0130
Phone: 304-558-0468 Fax: 304-558-4115
E-mail: bfrancisco@wvadmin.gov

Such written questions (via e-mail, fax, USPS, courier, or hand delivered) shall be accepted through close of business on Tuesday, December 5, 2006. After that time, only questions concerning bid submittal shall be accepted.

NOTE: Time is of the essence. Vendors are encouraged to completely review this entire bid package for any questions they may wish to submit. It is very important that this bid schedule be maintained.

Financial Information

Vehicles may be purchased from this contract by any West Virginia State agency or political subdivision. West Virginia State agencies will either remit payment directly or use a third-party financing company on contract with the State of West Virginia. The Department of Administration, Purchasing Division Fleet Management Office (FMO) usually arranges for third-party financing. This arrangement requires the vendor to submit invoices to the Department of Administration, who, in turn forwards those to the third-party

MVSUP07 General Specifications/Information

financing company for prompt payment.

The time required for third party financing does not differ from the time required for payment directly from the state as both are normally made within 30 days of receipt of vehicle meeting specifications and appropriate invoice. The time period is provided as an estimate only and is not guaranteed. Actual times required to process payment may vary.

Options:

Option pricing shall be requested from the apparent low bidder. Dealers shall be given a short period of time to respond and give pricing for any option available for the vehicle that is to be awarded. **All option pricing shall be at dealer cost. Bidders must sign the Certification and return with their option pricing. No awards shall be processed without such Certification.**

Options other than those stated in the final contract may occasionally be requested. Those options may be considered by the State only if the dealer prices these items at dealer cost and furnishes proof of dealer cost prior to the purchase order being submitted by the agency. Dealer must provide verification of these prices from the manufacturer.

Pricing

Use the attached pricing pages for your quotation. Vendors should add their name to each page. All vehicles should be quoted FOB Dunbar, West Virginia. Vendor may add an additional per mile charge for delivery to other locations, but should be aware that additional charges may impact the award.

Prices must remain firm for the life of this contract. **Note:** This contract is in effect for a term of one year or until such time as the vendor notifies the Purchasing Division that the model year build out date has been reached (unless the vendor chooses to supply next model vehicles at price quoted), or until contracts are issued for the next model year.

Delivery Information

Deliveries **must** be made Monday through Friday 9 a.m. to 3:30 p.m.

Vehicles delivered to Surplus Property will be inspected in a timely manner. Ordering agencies will inform the dealers if the vehicles do not meet specifications outlined in the purchase order. Additionally, they will work with the appropriate vendor to resolve any issues.

Please contact Surplus Property, Gene Young, at 304-766-2626 to make delivery arrangements. Mr. Young must be contacted five (5) working days in advance of requested delivery date for authorization.

MVSUP07 General Specifications/Information

All deliveries of vehicles to other agencies require 24-hour notice prior to delivery.

Equipment Specifications and Requirements

NOTE: All vehicles specifications require both front and rear license plate holders mounted prior to delivery. This is a requirement under West Virginia State Law. Any vehicle delivered without such holder shall be rejected until the dealer corrects the deficiency.

NOTE: Options listed on the vehicle classification bid sheets must be quoted with initial bid. These include such things as delivery costs, deduct for pick-up of vehicles at dealership and optional beds for chassis cabs.

NOTE: When options are priced, back-up alarms must be listed if they are available from the manufacturer for that particular vehicle.

All vehicles shall be gasoline powered unless otherwise stated. Diesel, hybrid, FFV, or compressed natural gas, etc. may be specified on various models.

Vehicles must have all equipment found on the manufacturer's base model plus all other items, packages, etc., needed to meet the specifications for each order class placed against the contract.

All equipment/options must be manufacturer installed except tow hooks. Any other non-manufacturer installed options must be approved by the Purchasing Division.

All vehicles shall have the full manufacturer's warranty.

Prior to delivery, all vehicles must include the following:

1. Complete lubrication;
2. Fill crank case with oil;
3. Adjustment of engine to proper operating condition;
4. Inflate tires to proper pressure;
5. Verification of perfect operation of all mechanical and performance features;
6. Front end alignment and balancing of all tires;
7. Wash and clean inside and out including removal of all unnecessary tags, stickers, papers, etc. The manufacturer's price sticker on the vehicle window shall not be altered or removed;
8. Owners manual;
9. Full tank of fuel. Bi-Fuel, hybrid, FFV, etc. vehicles must include all tanks full upon delivery. This may require dealer to top off tanks immediately prior to delivery to Surplus Property or other approved location;
10. Temporary West Virginia License if required;
11. Valid West Virginia Inspection Sticker affixed to windshield. The vehicle

MVSUP07 General Specifications/Information

- must be inspected in the month delivered, thus providing a minimum of 11 months and maximum of 12 months before the next inspection must occur;
12. No dealer insignia or other advertising shall be affixed to the vehicle or appear on mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising may be rejected.

Reports:

Successful vendors shall be required to submit a report July 15, 2007 detailing the number of vehicles by class and total amount of sales to that date under the MVSUP07 contract. It would be helpful if this report included the agency/political sub making the purchase.

Vendor Name: Mathew Motor Truck Co

VEHICLE
BID

Manufacturer / Brand
Delivery
Model Name & Number

SUZUKI
Forenza XWMQ4C7

Requirements:

Engine	MIN: HP 130 TORQUE 125
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Tires	All Season
Spare Tire	Included - w/Jack
Rear Window/Defogger	Installed
Front Seat	Bucket
Air Conditioning	Installed
Floor Mats	Installed

HP 131 TORQ 131

Price Each Gasoline	\$ <u>14,497.⁰⁰</u>
Price Each Bi-Fuel	\$ <u>N/A</u>
Price Each Dedicated CNG (1.6 Liter)	\$ <u>N/A</u>

Options:

AM/FM w/Cassette	\$ <u>N/A</u>
AM/FM w/CD Player	\$ <u>Std.</u>
Shop/Service Manual	\$ <u>139.00</u>
CD Service Manual	\$ <u>N/A</u>
Tilt Wheel & Cruise Control	\$ <u>350.00</u>
Keyless Entry	\$ <u>125.00</u>
Power Windows /Power Windows	\$ <u>Std.</u>
Side Air Bags	\$ <u>Std</u>
Exterior colors	\$ <u>N/C</u>
Delete Floor Mats (Deduct)	\$ <u>- 20.00</u>
FOB Dealership: (Deduct)	\$ <u>- 20.00</u>
FOB Other than Metro Charleston - Per Mile	\$ <u>1.25</u>

Additional Options if applicable:

_____	\$ _____
_____	\$ _____
_____	\$ _____

Additional Information:

_____	EPA HGWH	EPA CITY
_____	31	22

A F F I D A V I T**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Matheny Motor Truck Co.

Authorized Signature: Randy Tull Date: 12-12-06