



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
FILTER09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS
304-558-8802

REVIEW

*709035314 304-485-4410
MATHENY MOTOR TRUCK COMPANY
PO BOX 1304

PARKERSBURG WV 26102-1304

SHIP TO

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

DATE PRINTED 05/18/2009	TERMS OF SALE NET 30	SHIP VIA GROUND	FOB PER BID	FREIGHT TERMS PREPAID
BID OPENING DATE: 07/16/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY FILTERS (AIR, OIL, FUEL AND GAS) TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>***** MANDATORY PRE-BID MEETING ***** A MANDATORY PRE-BID MEETING SHALL BE HELD ON 06/16/2009 AT 10:30 A.M. THE MEETING WILL BE HELD IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET, EAST, CHARLESTON, WV 25305. BUILDING 15 AT THE CAPITOL COMPLEX. ANY VENDOR WHO WISHES TO BID ON THIS CONTRACT MUST BE REPRESENTED AT THIS MEETING. FAILURE TO ATTEND THE PRE-BID CONFERENCE SHALL DISQUALIFY A VENDOR FROM BIDDING ON THIS CONTRACT. NO PERSON CAN REPRESENT MORE THAN ONE BIDDER. *****</p> <p>ATTACHMENTS: FILTER09 - SPECIFICATIONS, 3 PAGES FILTER09 - PRICING PAGE, 2 PAGES CERTIFICATION - FILTER09, 1 PAGE RESIDENT VENDOR PREFERENCE, 1 PAGE PURCHASING AFFIDAVIT, 1 PAGE</p> <p>THIS IS TO BE A DISCOUNT FROM LIST CONTRACT. PRICING DISCOUNTS SHALL BE LISTED ON THE ATTACHED TWO-PAGE PRICING PAGES. VENDORS ARE REQUESTED TO COMPLETE ALL REQUESTED INFORMATION. ALL REQUESTED INFORMATION MUST BE RECEIVED PRIOR TO EVALUATION OF BIDS.</p>						

2009 JUL 16 PM 1:09
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-485-4418 ext 610	DATE 07/13/09
TITLE PARTS MANAGER	FEIN 55-032-0770	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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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VENDOR

*709035314 304-485-4410
 MATHENY MOTOR TRUCK COMPANY
 PO BOX 1304
 PARKERSBURG WV 26102-1304

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/18/2009				

BID OPENING DATE: 07/16/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		060-42		
FILTERS: OIL, AIR, AND FUEL EXHIBIT 3 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 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE 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 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 TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						

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<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 SUPPLIED 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 THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>						

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SCOPE

Products to be provided under this contract are automotive filters (air, oil, fuel and gas) products. This is a Request for Quotation; a single award for all items shall be issued to the lowest responsible bidder, whose products meet the minimum quality defined herein. This shall be a discount from list contract, with all available filters from vendor catalog covered under such contract.

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting shall be held on 06/16/09 at 10:30 a.m. The meeting will be held in the Purchasing Division Conference Room located at 2019 Washington Street, East (Capitol Complex – Building 15), Charleston, WV 25305. Any vendor who wishes to bid on this contract must be represented at this meeting. Failure to attend the pre-bid conference shall disqualify a vendor from bidding on this contract. No person can represent more than one bidder.

General Information

1. All products bid, furnished and delivered must meet the needs of the State of West Virginia. Each item on the pricing pages that vendor bids must be identified with the manufacturer's number and the vendor's item number on the bid form. Failure to indicate a minimum quantity shall; require the vendor to ship any quantity of that product ordered, regardless of quantity ordered.
2. If any discrepancies exist in the bid price pages, the discount percentage quoted shall prevail as the unit price. Other math errors may be corrected by the buyer for evaluation prices. The discount quoted shall be used in any subsequent contract awarded.
3. Bidders shall complete the pricing on "FILTER09 Pricing Pages". Bidders should complete all information requested. Quantities for each item represent the approximate volume of anticipated purchases. No future contract quantity is implied.
4. Vendor must state the name, date and or identification number of the catalog to which the discounts apply. Failure to complete all information requested on the pricing pages may be grounds for disqualification.
5. The bidder with the lowest overall cost who meets or exceeds the acceptable quality shall be awarded a contract. The discount percentage quoted shall remain the same during the entire contract period, including any renewals.
6. While the state prefers one discount from list, vendor may offer various discounts **BY CATEGORY. VENDOR SHALL NOT OFFER NET PRICES ON THE PRICING PAGE ITEMS IN ORDER TO HAVE A LOWER PRICE FOR THESE**

ITEMS! EACH CATEGORY MUST BE CLEARLY DEFINED AND THE CATEGORY APPLIED TO THE ITEM.

7. The catalogs may be updated at renewal. If the Purchasing Division extends the offer to renew and the catalog prices have significant price increases, Purchasing may decline and rebid the contract.
8. Orders shall be delivered within five (5) days working days after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.
9. All deliveries must be made during normal working hours for the delivery location. All shipments of products requiring a material safety data sheet (MSDS) shall include a MSDS included with the product.
10. All bids are to be quoted as F.O.B. destination to any West Virginia location. The minimum order for prepaid shipping to one, in-state destination shall be \$100.00. For orders less than \$100.00, transportation charges (if any) shall be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$100.00 limit at a local source to avoid the delivery charges. Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.
11. Verification of product quality is the responsibility of the Vendor. The State of West Virginia may require certified mail test data, certifications or samples for testing of material bid. All costs of test samples shall be borne by the vendor as well as freight costs to and from the agency.
12. The successful bidder shall not substitute any other brand of products from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
13. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
14. Successful vendor shall provide quarterly reports and an annual summary showing the quantities, dollar value and agencies (including political subdivisions) which have used this contract. Successful vendor shall also be able to provide (when requested) a report showing the top items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.

Send report to: jo.a.adkins@wv.gov

15. Nonconforming products and materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of the contract; such items shall be credited or not invoiced if caught prior to billing.
16. Internet Access – Vendor should be able to provide internet ordering access. If vendor has such capabilities, this should be so noted in the quotation and describe the process for setting up such ordering for state agencies.
17. Vendor Certification must be signed prior to issuance of any contract.

Reminders to Bidders:

Prior to submitting bids, bidders are cautioned to comply with all mandatory bid requirements.

Bidders should provide a quotation for all items listed on the pricing pages. Complete the entire pricing pages, including the name and other requested information on the contract coordinator to respond to agency inquiries on using the contract.

If the price list/catalog makes reference to prices being subject to change, those terms are null and void. All price changes shall be in accordance with Paragraph #5 under General Information.

VENDOR: Matheny Motor Truck

PRICING PAGE - FILTER09

ITEM #	DESCRIPTION	*VENDOR ITEM #	EST QTY	BIDDER'S ITEM #	LIST PRICE	DISCOUNT FROM LIST	NET PRICE	TOTAL
1	AF1032A - Lub Filter	100661	702	AF4619	\$10.66	68.1%	\$3.40	\$2,386.80
2	AF7877	100706	347	NO CROSS		68.1%	\$0.00	\$0.00
3	PH253	100872	1372	LF3604	\$6.24	68.1%	\$1.99	\$2,730.28
4	G6593	104944	192	FF5244	\$12.09	68.1%	\$3.86	\$741.12
5	FP20	100715	252	LF678	\$6.43	68.1%	\$2.05	\$516.60
6	G481	100732	304	FF5026	\$15.25	68.1%	\$4.86	\$1,477.44
7	LFF3579	100779	440	FS19547	\$40.71	68.1%	\$12.99	\$5,715.60
8	LFP2285	100803	786	LF3883	\$29.64	68.1%	\$9.46	\$7,435.56
9	PH820	100892	2063	LF3681	\$6.86	68.1%	\$2.19	\$4,517.97
10	LFP3191	100807	994	LF667	\$10.89	68.1%	\$3.47	\$3,449.18
11	PH400	100855	678	LF3339	\$7.30	68.1%	\$2.33	\$1,579.74
12	PH51A	100888	288	LF782	\$5.90	68.1%	\$1.88	\$541.44
13	LAF1878	102804	679	AF4878	\$36.71	68.1%	\$11.71	\$7,951.09
14	LFF3349	103460	619	FF5269	\$11.45	68.1%	\$3.65	\$2,259.35
15	PH44	104185	232	LF796	\$9.67	68.1%	\$3.08	\$714.56
16	LAF3585	104673	579	AF25215	\$26.57	68.1%	\$8.48	\$4,909.92
17	LAF9099	108215	530	AF25707	\$82.11	68.1%	\$26.19	\$13,880.70
18	LAF9102	108563	548	AF25732	\$88.03	68.1%	\$28.08	\$15,387.84
19	LAF9545	100773	300	AF979	\$49.85	68.1%	\$15.90	\$4,770.00
20	LFP780	100825	197	LF3349	\$8.29	68.1%	\$2.64	\$520.08
21	AF1519	104617	104	AF25757	\$20.43	68.1%	\$6.52	\$678.08
22	LAF7640	100770	173	AF987	\$32.00	68.1%	\$10.21	\$1,766.33
23	AF1300	102794	153	AF25258	\$20.42	68.1%	\$6.51	\$996.03
24	LFF3347	105312	154	FF5320	\$13.14	68.1%	\$4.19	\$645.26
25	LFF2749	106088	116	FF5319	\$15.64	68.1%	\$4.99	\$578.84
26	LAF8390	106316	134	AF25301	\$56.06	68.1%	\$17.88	\$2,395.92
27	LAF5813	106317	191	AF25300	\$99.99	68.1%	\$31.90	\$6,092.90
28	LAF2526	106359	127	AF986	\$36.65	68.1%	\$11.69	\$1,484.63
29	L3887F	106411	179	NO CROSS	\$0.00	68.1%	\$0.00	\$0.00
30	AF3588	107398	105	NO CROSS	\$0.00	68.1%	\$0.00	\$0.00
31	L298F	100747	149	FF167	\$6.98	68.1%	\$2.23	\$332.27
32	PH1218	100868	120	LF3679	\$6.40	68.1%	\$2.04	\$244.80
33	PH8A	100895	140	LF3313	\$8.38	68.1%	\$2.67	\$373.80
34	LFF4783	102315	116	FF5321	\$13.33	68.1%	\$4.25	\$493.00
35	LFP3301F	100808	112	FF200	\$10.49	68.1%	\$3.35	\$375.20

VENDOR: Matheny Motor Truck

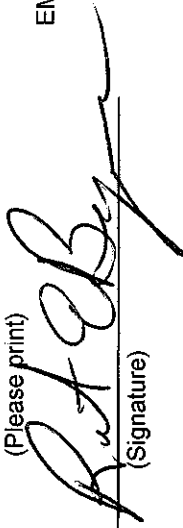
PRICING PAGE - FILTER09

ITEM #	DESCRIPTION	*VENDOR ITEM #	EST QTY	BIDDER'S ITEM #	LIST PRICE	DISCOUNT FROM LIST	NET PRICE	TOTAL
36	FP586F	100718	137	FF42000	\$9.80	68.1%	\$3.13	\$428.81
37	LFF3530	100777	182	FF5078	\$12.29	68.1%	\$3.92	\$713.44
38	LFP440F	100815	101	FF185	\$6.60	68.1%	\$2.11	\$213.11
39	LFP815FN	100829	78	FF5207	\$8.84	68.1%	\$2.82	\$219.96
40	LFP2160	102490	94	LF3620	\$17.22	68.1%	\$5.49	\$516.06
41	LAF9544	102518	186	AF982	\$65.55	68.1%	\$20.91	\$3,889.26
42	LFF3417	102882	112	FS1280	\$11.74	68.1%	\$3.75	\$420.00
43	L4596F	106319	100	FF5418	\$35.13	68.1%	\$11.21	\$1,121.00
44	LAF1848	100758	144	AH8503	\$181.61	68.1%	\$57.93	\$8,341.92
45	LAF292	100762	79	AF364	\$5.72	68.1%	\$1.82	\$143.78
46	LFP3000	100806	212	LF3000	\$40.20	68.1%	\$12.82	\$2,717.84
47	PH47	100887	144	LF780	\$6.14	68.1%	\$1.96	\$282.24
48	LAF1813	103284	175	AF1943M	\$70.97	68.1%	\$22.64	\$3,962.00
49	LFF3349	103460	84	FF5269	\$11.45	68.1%	\$3.65	\$306.60
							GRAND TOTAL	\$121,218.35

BRAND BID: Cummins Filtration "Fleetguard"

VENDOR NAME: Matheny Motor Truck PHONE: 304-485-4418

CONTACT PERSON: Robert E. Byers FAX: 304-489-0088
 (Please print)

CONTACT PERSON:  EMAIL: bbyers@mathenymotors.com
 (Signature) 7-14-2009 (Date)

* ITEM # shown is that of current Vendor - Vehicle Maintenance Program

Certification

FILTER09

By submitting a signed bid for FILTER09 (automotive filters) – vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

MATHENY MOTOR TRUCK COMPANY

Vendor (Type Name of Company)

PO BOX 1304 PARKERSBURG WV 26012-1304

Address

BOB BYERS

Name (Type Name)

PARTS MANAGER

Title


Signature

07/13/09

Date

Note: No contract shall be awarded prior to receipt of this certification.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: MATHENY MOTOR TRUCK COMPANY

Authorized Signature:  Date: 07/13/09

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: MATHENY MOTOR TRUCK CO

Signed: [Signature]

Date: 07/13/09

Title: PARTS MANAGER

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive