



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

State of West Virginia
 Request for Quotation
 07 - Chemicals

Proc Folder: 564859

Doc Description: ADDENDUM_1: OIL19 - SWC for: Oils, Lubricants, & Grease

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2019-03-29	2019-04-05 13:30:00	CRFQ 0212 SWC1900000011	2

BID RECEIVING LOCATION

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

RECEIVED
 2019 APR -5 PM 12: 07
 WV PURCHASING
 DIVISION

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X

Del Hardwick

FEIN #

550320770

DATE

04/15/2019

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

ADDITIONAL INFORMATION:

ADDENDUM_1. Is issued for the following:

1. To publish the State's response to the questions submitted by Vendors during the Technical Questioning period.
2. To publish the Revised 3/29/2019 Exhibit_A Pricing Pages to adjust estimated quantities for Commodity Line Items #10, #12, #26, #50, and #52 (55-gallon drums)

No other changes made.

The West Virginia Purchasing Division is soliciting bids to establish an open-end Statewide Contract for Oils, Lubricants, and Grease. This contract shall cover all West Virginia state agencies per the attached documents.

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City: WV99999	No City: WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Oils, Lubricants, & Grease: Use Exhibit_A Pricing Page	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
15120000			

Extended Description :

Note: Vendor shall use Exhibit_A Pricing Pages for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

Vendor shall enter pricing into the Exhibit_A Pricing Pages and must attach with bid. See section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00am EDT	2019-03-29



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FOR INFORMATION CONTACT THE BUYER

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 (304) 558-2307
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Dale Hardwick

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No City	WV99999	No City	WV 99999
US		US	

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SWC1900000011	Document Phase Final	Document Description ADDENDUM_1: OIL19 - SWC for: Oils, Lubricants, & Grease	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC190000011

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 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 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

Dale Hardwick
Authorized Signature

4/2/19
Date

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

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.

Dale Hardwick Lubes Manager
(Name, Title)
Dale Hardwick Lubes Manager
(Printed Name and Title)
4125 1st Ave Nitro, WV 25143
(Address)
304-972-8148 / 304-769-5866
(Phone Number) / (Fax Number)
dhardwick@mathey-motors.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.

Mathey Motor Truck
(Company)

Dale Hardwick Lubes Manager
(Authorized Signature) (Representative Name, Title)

Dale Hardwick Lubes Mgr.
(Printed Name and Title of Authorized Representative)

04/05/2019
(Date)

304-972-8148 / 304-769-5866
(Phone Number) (Fax Number)

EXHIBIT_A
PRICING PAGES (Revised 3/29/2019)

CRFQ 0212 SWC190000011
Oil, Lubricants, Grease
(OIL19)

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
LINE ITEM	DESCRIPTION	UNIT OF MEASURE (SIZE/WT) (for information use only and not to be used for calculations)	MANUFACTURER	BRAND BID	ESTIMATED QTY.	UNIT PRICE	Unit of Measure (For calculation purposes only)	EXTENDED PRICE
3.1.1 2-CYCLE MOTOR OIL - Chainsaws, Power Mowers, Pumps, & Snowblowers								
1	Motor oil for lubricating 2 cycle engines in 5 gal. containers (chain saw motor oil) - API TC or equal	5 gal.	WARREN DIST.	MAG150138	1000	\$ 0.19	5 gal.	\$ 194.00
3.1.2 OUTBOARD MOTOR OIL								
2	Motor oil for lubricating 2 cycle engines (outboard motor oil) - API TC-W3 or equal	1 qt.	WARREN DIST.	MAG130138	1100	\$ 4.13	1 qt.	\$ 4,547.00
3.1.3 MARINE DIESEL OIL (Gray and/or Yellow)								
3	Motor oil SAE30 - CF-4, CF-2 CF/SJ	1 qt.	WARREN DIST.	MAG116056	1000	\$ 2.65	1 qt.	\$ 2,650.00
4	Motor oil SAE15W40 - CI-4 CF/SJ CI-4, CI-4 PLUS, CH-4, CK-4	1 qt.	WARREN DIST.	MAG116165F	100,000	\$ 2.31	1 qt.	\$ 231,000.00
5	Motor oil SAE15W40 - CI-4 CF/SJ CI-4, CI-4 PLUS, CH-4, CK-4	1 gal.	WARREN DIST.	MAG116281	10,000	\$ 9.95	1 gal.	\$ 99,500.00
6	Motor oil SAE15W40 - CI-4, CI-4 PLUS, CH-4, CF-4/SN, SM, CK-4	55 gal. drum	Prime Guard	PG15W40S	1210	\$ 7.00	1 gal.	\$ 8,554.70
7	Motor oil SAE15W40 - BULK CI-4, CI-4PLUS, CI-4, CF-4/SN, SM, CK-4	BULK 6,000 gallon	PINNACLE OIL	DRIVE ONE 15W40 CI-4	6000	\$ 6.85	1 gal.	\$ 41,200.00
8	Motor oil SAE15W40 - FA-4	1 qt.	WARREN DIST.	no	1000	\$ -	1 qt.	\$ -
9	Motor oil SAE15W40 - FA-4	1 gal.	WARREN DIST.	no	1000	\$ -	1 gal.	\$ -
10	Motor oil SAE15W40 - BULK - FA-4	55 gal. drum	WARREN DIST.	no	385	\$ -	1 gal.	\$ -
11	Motor oil SAE10 - CF/SN CAT TO-2, ALLISON C-4 or equal	5 gallon	Warren Dist	MAG16606A	2400	\$ 8.09	1 gal.	\$ 19,416.00
12	Motor oil SAE10 - CF/SN CAT TO-2, ALLISON C-1 or equal	55 gal. drum	Warren Dist	MAG16606S	550	\$ 7.20	1 gal.	\$ 3,960.00
13	Motor oil 0W20 - GM Dexos approved or Equal	1 qt.	Prime Guard	PG0W20	1500	\$ 2.69	1 qt.	\$ 4,035.00
14	Motor oil 0W20 - GM Dexos approved or Equal	5 qt.	Prime Guard	PG0W20S	1000	\$ 2.69	1 qt.	\$ 2,690.00
15	Motor oil 5W20 - CF/SN SM, SJ, ILSAC GF-5	1 qt.	Prime Guard	PG5W20	5000	\$ 1.80	1 qt.	\$ 9,000.00
16	Motor oil 5W20 - Synthetic Blend CF/SN SM, SJ, ILSAC GF-5	1 qt.	Prime Guard	PG5W20	5000	\$ 1.80	1 qt.	\$ 9,000.00
17	Motor oil 5W20 - Synthetic Blend - BULK - CF/SN SM, SJ, ILSAC GF-5	55 gal. drum	PINNACLE OIL	DRIVE ONE SB 520	550	\$ 6.49	1 gal.	\$ 3,569.50
18	Motor oil 5W30 - CF/SN ILSAC GF-5	1 qt.	Prime Guard	PG5W30	7500	\$ 1.80	1 qt.	\$ 13,500.00
19	Motor oil 5W30 - Synthetic Blend CF/SN ILSAC GF-5	1 qt.	Prime Guard	PG5W30	7500	\$ 1.80	1 qt.	\$ 13,500.00
20	Motor oil 5W30 - Synthetic Blend - BULK - CF/SN SM, SJ, ILSAC GF-5	55 gal. drum	Prime Guard	DRIVE ONE SB 530	550	\$ 6.45	1 gal.	\$ 3,547.50
21	Motor oil 5W30 - GM Dexos approved or Equal	1 qt.	Prime Guard	PG5W30	1000	\$ 2.65	1 qt.	\$ 2,650.00
22	Motor oil 5W30 - GM Dexos approved or Equal	5 qt.	Prime Guard	PG5W30S	1000	\$ 2.69	1 qt.	\$ 2,690.00
23	Motor oil 10W30 - CF/SN SM, SJ, ILSAC GF-5	1 qt.	Prime Guard	PG10W30	20000	\$ 1.80	1 qt.	\$ 36,000.00
24	Motor oil 10W30 Motorcraft Super Duty or Equal (must meet WSS-M2C171-F1, CES20086, Detroit Diesel 93K2222, Volvo VDS-4.5, & Mack EOS-4.5 standards)	1 qt.	Motorcraft	MCF10W30	5000	\$ 3.68	1 qt.	\$ 18,400.00
25	Motor oil 10W30 Motorcraft Super Duty or Equal (must meet WSS-M2C171-F1, CES20086, Detroit Diesel 93K2222, Volvo VDS-4.5, & Mack EOS-4.5 standards)	5 qt.	Motorcraft	MCF10W30S	1000	\$ 3.99	1 qt.	\$ 3,990.00
26	Motor oil 10W30 - BULK - Motorcraft Super Duty or Equal (must meet WSS-M2C171-F1, CES20086, Detroit Diesel 93K2222, Volvo VDS-4.5, & Mack EOS-4.5 standards)	55 gal. drum	WARREN DIST.	PURUS 10W30	330	\$ 8.74	1 gal.	\$ 2,884.70
27	Motor oil 10W30 - Diesel Engine Service SB (synthetic blend)	1 qt.	WARREN DIST.	PURUS SB 10W30	350	\$ 3.97	1 qt.	\$ 1,389.50
28	Motor oil 10W30 - Diesel Engine Service SB (synthetic blend)	5 qt.	WARREN DIST.	PURUS SB 10W30	500	\$ 3.43	1 qt.	\$ 1,715.00
29	Motor oil 10W30 - FA-4	1 qt.	MOBIL	M-DEL 10W30 FA-4	1000	\$ 4.19	1 qt.	\$ 4,190.00
30	Motor oil 10W30 - FA-4	1 gal.	MOBIL	M-DEL 10W30 FA-4	500	\$ 16.69	1 gal.	\$ 8,345.00
31	Motor oil 10W40 - CF/SN	1 qt.	PRIME GUARD	PG10W40	500	\$ 1.90	1 qt.	\$ 950.00
32	Motor oil 20W50 - CF/SN	1 qt.	PRIME GUARD	PG20W50	500	\$ 2.23	1 qt.	\$ 1,115.00
33	Synthetic motor oil SAE 5W40 - CF/SN	1 qt.	WARREN DIST.	MAG1162896	500	\$ 4.33	1 qt.	\$ 2,165.00
34	Synthetic motor oil SAE 5W40 - CF/SN	1 gal.	WARREN DIST.	MAG169140	500	\$ 19.18	1 gal.	\$ 9,590.00
35	Synthetic motor oil SAE 10W30 - CF/SN	1 qt.	MOBIL	M-DEL 10W30 CK-4	500	\$ 3.99	1 qt.	\$ 1,995.00
36	Synthetic motor oil SAE 5W40 - CI-4, CH-4/SN	1 qt.	WARREN DIST.	MAG160575	100	\$ 3.99	1 qt.	\$ 399.00
3.1.4 EXTREME PRESSURE (EP) GEAR LUBRICANT								
37	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-1 or equal	35 lb.	WARREN DIST.	SERVICE PRO 80W90	280	\$ 1.25	1 lb.	\$ 350.00
38	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-1 or equal	120 lb.	WARREN DIST.	SERVICE PRO 80W90	3360	\$ 1.25	1 lb.	\$ 4,192.80

EXHIBIT_A
PRICING PAGES (Revised 3/29/2019)

CRFQ 0212 SWC190000011
Oil, Lubricants, Grease
(OIL19)

39	Extreme pressure gear lubricant 95W140 GL-5, MT-1, MACK GD-1 or equal	120 lb.	WARREN DIST	Service Pro GL-5	720	\$	1.87	1 lb.	\$	1,368.00
	3.1.6 GEAR LUBRICANT									
40	Gear Lubricant - mineral gear lube 90 GL-1	35 lb.	WARREN DIST	TRIOBELT	385	\$	1.39	1 lb.	\$	531.15
	3.1.6 SYNTHETIC LUBRICANT									
41	SAES0 Powertranz EW 50 EATON PS-164, R7 MACK GD-A PLUS NAVISTAR TMS 6816 or equal	35 lb.	WARREN DIST	PURUS 34N EW 50	350	\$	5.96	1 lb.	\$	2,086.00
	3.1.7 WHEEL BEARING & CHASSIS GREASE									
42	Wheel bearing and chassis grease summer weight NLGI #2	14 to 14-1/2 oz. tubes	WARREN DIST	SERVICE PRO	2500	\$	0.19	1 oz.	\$	475.00
43	Wheel bearing and chassis grease summer weight NLGI #2	35 lb.	WARREN DIST	SERVICE PRO	250	\$	2.49	1 lb.	\$	872.50
44	Wheel bearing and chassis grease summer weight NLGI #2	120 lb.	WARREN DIST	SERVICE PRO	1200	\$	2.46	1 lb.	\$	2,952.00
	3.1.8 ALL PURPOSE GREASE (3% MOLY)									
45	All purpose grease (3% molly) water and heat resistant grease NGLI #2	14 to 14-1/2 oz. tubes	WARREN DIST	PURUS	120	\$	0.20	1 oz.	\$	24.00
46	All purpose grease (3% molly) water and heat resistant grease NGLI #2	35 lb.	WARREN DIST	PURUS	200	\$	2.73	1 lb.	\$	546.00
47	All purpose grease (3% molly) water and heat resistant grease NGLI #2	120 lb.	WARREN DIST	PURUS	240	\$	2.71	1 lb.	\$	650.40

EXHIBIT_A
PRICING PAGES (Revised 3/29/2019)

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3.1.9 HYDRAULIC OIL (HYDRAULIC HOIST OIL)								
48	Hydraulic oil-light weight RO22 Turbine/Circulating Oil	5 gal.	PHILLIPS 66	PHILLIPS 66	50	\$ 11.82	1 gal.	\$ 591.00
49	Hydraulic oil-light weight (AW32)	5 gal.	WARREN DIST	PURUS	400	\$ 6.50	1 gal.	\$ 2,600.00
50	Hydraulic oil-light weight (AW32)	55 gal. drum	WARREN DIST	PURUS	110	\$ 9.60	1 gal.	\$ 616.00
51	Hydraulic oil-medium weight (AW46)	5 gal.	WARREN DIST	PURUS	35	\$ 6.59	1 gal.	\$ 230.65
52	Hydraulic oil-medium weight (AW46)	55 gal. drum	WARREN DIST	PURUS	110	\$ 5.60	1 gal.	\$ 616.00
53	Hydraulic oil-heavy weight (AW68)	5 gal.	WARREN DIST	PURUS	200	\$ 6.82	1 gal.	\$ 1,364.00
54	Hydraulic oil-heavy weight (AW68)	55 gal. drum	WARREN DIST	PURUS	800	\$ 5.78	1 gal.	\$ 4,624.00
3.1.10 CATANILAR HYDRAULIC OIL								
55	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	5 gal.	PHILLIPS 66	PHILLIPS 66	120	\$ 10.74	1 gal.	\$ 1,288.80
56	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	55 gal. drum	PHILLIPS 66	PHILLIPS 66	6,500	\$ 9.04	1 gal.	\$ 59,760.00
3.1.11 TRANSMISSION FLUID								
57	Automatic Transmission Fluid - Multi Vehicle - Dexron II, Mercon, or equal	1 qt.	WARREN DIST	SERVICE PRO	22000	\$ 2.33	1 qt.	\$ 51,260.00
58	Automatic Transmission Fluid - Multi Vehicle - Dexron II, Mercon, or equal	55 gal. drum	WARREN DIST	SERVICE PRO	495	\$ 6.64	1 gal.	\$ 3,306.60
59	Transmission fluid - CAT T0-4, Allison C-4, or Equal	5 gal.	WARREN DIST	PURUS	350	\$ 9.76	1 gal.	\$ 3,416.00
60	Transmission fluid - CAT T0-4, Allison C-4, or Equal	55 gal. drum	WARREN DIST	PURUS	605	\$ 8.71	1 gal.	\$ 5,269.55
61	Automatic Transmission Fluid Multi-Vehicle ATF API DEXRON III, MERCON, MERCON V, ATF-3, ATF-4 or equal	1 qt.	WARREN DIST	SERVICE PRO	1000	\$ 3.54	1 qt.	\$ 3,540.00
62	Transmission fluid - Dexron -VI-ATF or equal	1 qt.	WARREN DIST	AMALIE 64092	120	\$ 4.73	1 qt.	\$ 567.60
63	TES - 295 Allison TES-295 Fluid BP Autran or Equal	1 qt.	BP	ALLTRAC TES 295	30	\$ 8.29	1 qt.	\$ 248.70
64	Automatic Transmission Fluid - MOTORCRAFT MERCON LV or equal	1 qt.	motorcraft	Mercon LV	30	\$ 4.89	1 qt.	\$ 146.70
65	Automatic Transmission Fluid - MOTORCRAFT MERCON SP or equal	1 qt.	motorcraft	mercon sp	30	\$ 6.92	1 qt.	\$ 207.60
66	Transmission Fluid - VALVOLINE CVT-FLUID or equal	1 qt.	Warren Dist	mag163311	20	\$ 7.71	1 qt.	\$ 154.20
3.1.12 COMBINATION FLUID								
67	Combination Fluid: Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	5 gal.	Warren Dist	mag1525	250	\$ 7.54	1 gal.	\$ 1,885.00
68	Combination Fluid: Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	55 gal. drum	Warren Dist	mag16781	20500	\$ 6.78	1 gal.	\$ 139,371.00
3.1.13 RAILROAD DIESEL ENGINE OIL								
69	Railroad diesel engine oil must be 2 generation 5 oil as designated by (LMOA) FMD approved	55 gal. drum	AMALIE	DRIVE ONE GEN5/FMD 80	880	\$ 12.59	1 gal.	\$ 11,079.30
3.1.14 SYNTHETIC MULTIPURPOSE GEAR LUBRICANT								
70	75W90 GL-5 Synthesized multipurpose gear lubricant - DANA SHADES 256, REV. C, EATON E500, MACK GO-J PLUS or equal	35 lb.	AMALIE	DRIVE ONE 75W90	200	\$ 2.61	1 lb.	\$ 8,370.00
71	75W90 GL-5 Synthesized multipurpose gear lubricant - DANA SHADES 256, REV. C, EATON E500, MACK GO-J PLUS or equal	120 lb.	AMALIE	DRIVE ONE 75W90	120	\$ 2.61	1 lb.	\$ 313.20
72	80W140 GL-5 Synthesized multipurpose gear lubricant - DANA SHADES 256, ARVIN MERITOR O-76, MACK GO-J or equal	35 lb.	AMALIE	DRIVE ONE 80W140	140	\$ 3.39	1 lb.	\$ 474.60
3.1.15 FORMULATED GEAR OIL (LS)								
73	Limited slip gear lubricant GL-5 80W90	35 lb.	WARREN DIST	SERVICE PRO	770	\$ 1.40	1 lb.	\$ 1,078.00
74	Limited slip gear lubricant GL-5 80W90	120 lb.	WARREN DIST	SERVICE PRO	1080	\$ 1.37	1 lb.	\$ 1,479.60
3.1.16 DEPOSIT & CREDIT FOR RETURNABLE 55 GALLON DRUMS								
75	Deposit & Credit for Returnable 55 Gal. Drum (Inc. in product price)	55 gal. drum						
GRAND TOTAL:							\$	469,931.15

Vendor's Name: MATHENY MOTOR TRUCK
Contract Manager's Name: DALE HARDWICK
Phone: 304-972-8148
Fax: 304-769-5866
Email Address: dhardwick@mathenymotors.com

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

Authorized Signature: *Debra Z. Haddock* Date: 04/05/2019

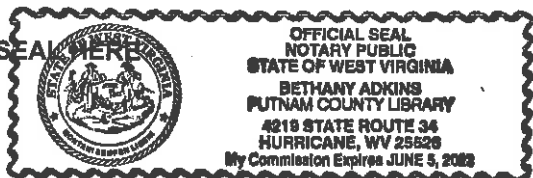
State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 5 day of April, 2019.

My Commission expires June 5, 2023, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

Bethany Adkins

Purchasing Affidavit (Revised 01/19/2018)