



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

Solicitation

NUMBER
70135010

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 *402113325 304-638-8956
 West Virginia CNG, Inc
 157 Jefferson Park Drive
 Huntington WV 25705

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED
05/16/2013

BID OPENING DATE: 06/13/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DEPARTMENT OF HIGHWAYS REQUEST A QUOTE TO PROVIDE LABOR AND EQUIPMENT TO INSTALL CNG BI-FUEL SYSTEMS CONVERSIONS FOR TRUCKS AND VANS LISTED IN THIS SOLICITATION PER THE SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS. BID OPENING: JUNE 13, 2013 AT 1:30 PM						
0001	8	EA		060-47-01-000	\$ 1250.00	\$ 10,000.00
LABOR ONLY TO INSTALL EPA APPROVED CONVERSIONS FROM GASOLINE TO CNG BI-FUEL SYSTEMS FOR 2013, F350 CREW CABS.						
0002	8	EA		060-47-01-000	\$ 10,250.00	\$ 82,000.00
EQUIPMENT ONLY FOR CONVERSION OF 2013, F350 CREW FROM GASOLINE TO CNG BI-FUEL SYSTEMS.						

06/10/13 10:17:27 AM
 West Virginia Purchasing Division

SIGNATURE <i>CJ Smith</i>	TELEPHONE 304-638-8956	DATE May 24 2013
TITLE Owner	FEIN 90-0892200	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 *402113325 304-638-8956
 WEST VIRGINIA CNG, INC
 HUNTINGTON WV 25705

SHP
T O

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED
05/16/2013

BID OPENING DATE: 06/13/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	7	EA		060-47-01-000	\$ 1,250.00	\$ 8,750.00
LABOR ONLY TO INSTALL EPA APPROVED CONVERSIONS FROM GASOLINE TO CNG BI-FUEL SYSTEMS FOR 2013, F350 PICK-UPS 4X4						
0004	7	EA		060-47-01-000	\$ 10,250.00	\$ 71,750.00
EQUIPMENT ONLY FOR CONVERSION OF 2013, F350 PICK-UPS 4X4 FROM GASOLINE TO CNG-BI-FUEL SYSTEMS.						
0005	5	EA		060-47-01-000	\$ 1250.00	\$ 6,250.00
LABOR ONLY TO INSTALL EPA APPROVED CONVERSIONS FROM GASOLINE TO CNG B-FUEL SYSTEMS FOR 2012 6.0L GMC SAVANNA VANS.						
0006	5	EA		060-47-01-000	\$ 10,900.00	\$ 54,500.00
EQUIPMENT ONLY FOR CONVERSION OF 2012 6.0L GMC						

SIGNATURE <i>C. J. Smith</i>	TELEPHONE 304-638-8956	DATE May 24 2013
TITLE Owner	FEIN 90-0892200	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE
 *402113325 304-638-8956
 WEST VIRGINIA CNG, INC
 157 JEFFERSON PARK DRIVE
 HUNTINGTON WV 25705

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED
05/16/2013

BID OPENING DATE: 06/13/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SAVANNA VANS FROM GASOLINE TO CNG BI-FUEL SYSTEMS.						
***** THIS IS THE END OF RFQ 70135010 ***** TOTAL:						<u>\$ 233,250.00</u>

SIGNATURE <i>C J Smith</i>	TELEPHONE 304-638-8956	DATE May 24 2013
TITLE Owner	FEIN 90-0892200	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

--

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

--

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: May 29, 2013

Submit Questions to:

Alan Cummings

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Alan.W.Cummings@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

June 13, 2013 at 1:30 pm

Bid Opening Location:

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

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- Commercial General Liability Insurance:**
 \$1,000,000.00 minimum or more.

- Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

- EPA Certification for Installation/Conversion/Repair of CNG Vehicles as issued by the Department of Environmental Protection. A letter or certificate shall be provided.
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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and 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. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

WEST VIRGINIA CNG, INC

(Company)

C J Smith

(Authorized Signature)

C J SMITH OWNER

(Representative Name, Title)

304-638-8956

(Phone Number)

304-733-6111

(Fax Number)

MAY 24 2013

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 70135010

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 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 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.

WEST VIRGINIA CNG, INC

C J Smith
Company
Authorized Signature

MAY 24 2013

Date

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation/Division of Highways to establish a contract for the one time purchase of labor and equipment to install EPA approved conversion kits and installation from gasoline to CNG Bi-Fuel Systems.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means labor and equipment necessary to furnish and install conversion kits to change vehicles from gasoline to CNG Bi-Fuel systems.
 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 70135010.
 - 2.4 **“CNG”** means compressed natural gas.
 - 2.5 **“EPA”** means Environmental Protection Agency.
 - 2.6 **“NFPA 52”** means National Fire Protection Association. (www.nfpa.org)
 - 2.7 **“WVDOH”** means West Virginia Division of Highways.
 - 2.8 **“FORD”** means Ford Motor Company.
 - 2.9 **“GMC”** means General Motors Company
 - 2.10 **“OEM”** means Original Equipment Manufacturer
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

REQUEST FOR QUOTATION
70135010 - CNG BI-FUEL INSTALLATION & CONVERSION KITS

3.1.1 Contract shall provide EPA approved, conversion from gasoline to CNG Bi-Fuel systems for the following:

3.1.1.1 Eight (8) Ford F350 crew cabs, 6.2L V8 engine, factory equipped with gaseous bi-fuel prep kits installed by the manufacturer, Ford Motor Company for natural gas conversion.

3.1.1.2 Labor and material to install conversion kit for above.

3.1.2 Contract shall provide EPA approved, conversion kits and installation from gasoline to CNG Bi-Fuel systems for the following:

3.1.2.1 Seven (7) Ford F350 Pickups 4 x 4 6.2 L V8 engine, factory equipped with gaseous bi-fuel prep kits installed by the manufacturer, Ford Motor Company for natural gas conversion.

3.1.2.2 Labor and material to install conversion kit for above.

3.1.3 Contract shall provide EPA approved conversion kits and installation from gasoline to CNG Bi-Fuel systems for the following:

3.1.3.1 Five (5) GMC Savanna Vans, 6.0 L engine for conversion to a bi-fuel system. These vehicles do not have a factory installed bi-fuel prep kit.

3.1.3.2 Labor and material to install conversion kit for above.

4. QUALIFICATIONS:

4.1.1 Vendor shall have the following minimum qualifications:

4.1.1.1 Successful vendor shall be an EPA certified installer in the installation / conversion / repair process for CNG vehicles.

4.1.1.2 Successful vendor shall provide proof of certification. Proof shall be a letter or certificate from the entity providing EPA certified training.

4.1.1.3 CNG fuel system shall be installed in accordance with NFPA 52, (www.nfpa.org).

5. Warranty:

5.1.1 Warranty shall be:

5.1.1.1 The vehicle's original manufacturer remains liable for warranty of any systems which retain their original purpose following conversion, except in cases where the failure of such a system is determined to be caused by the conversion. If the failure of such a part or system could be traced to the conversion, then the liability would lie with the conversion certifier. www.epa.gov/OMS/cert/dearmft/cisd0602.pdf

6. VENDOR REQUIREMENTS:

6.1.1 Vendor shall be responsible for the following:

6.1.1.1 Vendor should provide a 3 day turn-around per vehicle plus travel time, for pick-up, for kit installation and return of vehicle.

6.1.1.2 Vendor should provide any future repairs to the engine of these vehicles within the same 3 day time frame as in 6.1.1.1.

7. CONTRACT AWARD:

7.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the

REQUEST FOR QUOTATION
70135010 - CNG BI-FUEL INSTALLATION & CONVERSION KITS

Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

7.2 Pricing Page: Vendor should complete the Pricing Page Exhibit A by quoting the unit price per vehicle. Vendor shall multiply the quantity by unit price per vehicle and insert in extended price column. Vendor shall add total column together to give a grand total. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

8. PAYMENT:

8.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

9. DELIVERY AND RETURN:

9.1 Shipment and Delivery: Vendor shall pick up the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor should have 3 business days to complete work plus travel time after receiving a purchase order or notice to proceed. Contract Items must be picked up and delivered to Agency at The WVDOD/District One, 1334 Smith Avenue, Charleston, WV 25301.

9.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

9.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

EXHIBIT A

COST SHEET
RFQ#: 70135010

Item Number	Unit of Measure	Description	Estimated Quantity	Unit Price Per Vehicle	Extended Price
1	Each	Labor Only to install an EPA approved conversions from gasoline to CNG Bi-Fuel Systems for 2013, F350 Crew Cabs.	8	\$ 1,250.00	\$ 10,00.00
2	Each	Equipment Only for Conversion of 2013, F350 Crew Cabs from gasoline to CNG Bi-Fuel Systems	8	\$ 10,250.00	\$ 82,000.00
3	Each	Labor Only to install an EPA approved conversions from gasoline to CNG Bi-Fuel Systems for 2013, F350 Pickups 4 x 4	7	\$ 1,250.00	\$ 8,750.00
4	Each	Equipment Only for Conversion of 2013, F350 Pickups 4 x 4 from gasoline to CNG Bi-Fuel Systems.	7	\$ 10,250.00	\$ 71,750.00
5	Each	Labor Only to install an EPA approved conversions from gasoline to CNG Bi-Fuel Systems for 2012 6.0 L GMC Savanna Vans	5	\$ 1,250.00	\$ 6,250.00
6	Each	Equipment Only for Conversion of 2012 6.0 L GMC Savanna Vans from gasoline to CNG Bi-Fuel Systems	5	\$ 10,900.00	\$ 54,500.00
				Grand Total	\$ 233,250.00

Company Name & Address: WEST VIRGINIA CNG
157 JEFFERSON PARK DRIVE HUNTINGTON, WV 25705
 Phone: 304-638-8956 Fax: 304-733-6111 Email: cjminerals@frontier.com

Signature *C J Smith* Date MAY 24 2013



WV CNG

QUOTATION

West Virginia CNG
PO Box 268
Barboursville, WV 25504
cjminerals@frontier.com

DATE: MAY 24, 2013

CLIENT West Virginia Division of Highways
Equipment Division
Rte 33 Brushy Fork Road
Buckhannon, WV 26201

SHIPPING METHOD		SHIPPING TERMS	DELIVERY DATE	
Delivered on Installation Date		Included in Installation Cost	Approximately 8-10 weeks	
QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
7	FORD 6.2	EPA Approved CNG Bi-Fuel System 2013 Ford F-350 V8 6.2L w/ Cylinder and Cover .	\$10,250.00	\$71,750.00
7	Labor	Installation	\$1,250.00	\$8,750.00
			TOTAL	\$80,500.00

TERMS: 100% down payment on equipment with order.....(\$80,500.00)

ESTIMATED COMPLETION: 2-4 Days after receipts of systems

WARRANTY:

- 3 year/36,000 miles (Altech Eco standard limited warranty)
- 8 year/80,000 miles (Emission-related components)

Thank you for considering West Virginia CNG. We look forward to doing business with you and are available to answer any and all questions you may have covering the above quote or CNG as an alternative fuel for vehicles and equipment.

Signature

5-24-13

Date



Wells Fargo
Insurance Services of West Virginia, Inc.
One Hillcrest Drive East
P.O. Box 1551 (ZIP 25326-1551)
Charleston, WV 25311-1697

Tel: 304 346 0611
Fax: 304 347 0605
wellsfargo.com

June 10, 2013

C. J. Smith
West Virginia CNG, Inc.
157 Jefferson Park Drive
Huntington, WV 25705

**Re: Commercial General Liability 1YG416778
Workers Compensation WCB1019492**

Dear Mr. Smith:

The commercial general liability coverage is effective May 31, 2013 with General Star Indemnity Company. Your premium in the amount of \$10,098.08 is paid in full.

General Star indemnity Company is not an admitted carrier in the State of West Virginia, but it's rating is A++ (Superior) and it's financial size category is XV. This information is provided by AM Best's Rating as of June 15, 2012.

Your workers compensation coverage is with BrickStreet Insurance effective May 31, 2013. The deposit premium in the amount of \$882.00 has been paid.

Please let me know if you have any questions.

Thank you

Sincerely,

A handwritten signature in cursive script that reads "Brenda".

Brenda Samples, CPCU, AAI, CPIW
Senior Vice President

Together we'll go far





Invoice Number: 33436377
 Invoice Date: 05/30/2013

Payment Due Date

06/19/2013

Current Payment Due

\$0.00

Policy Number: WCB1019492

Carrier: BrickStreet Mutual Insurance Company
 Agency: Wells Fargo Insurance Services of West Virginia
 Inc. DBA Wells Fargo Charleston WV

Total Balance

\$2,644.00

Payment Amount

\$

Please make Checks Payable to BrickStreet Insurance PO BOX 11285, Charleston West Virginia 25339-1285. Please include your policy or quote number on all checks and include this remittance slip with your payment

West Virginia CNG Inc
 157 Jefferson Park Dr
 Huntington, WV 25705-2639

00033436377

53368901

0000000001019492



For Assistance, contact your Agent or visit us at www.BrickStreet.com or contact our customer service department at 866-452-7425

ACCOUNT SUMMARY

Opening Closing Date 05/30/2013 - 05/30/2013
 Total Account Balance * \$2,644.00

Current Payment Calculation

Balance Last Statement \$0.00
 Payments (\$882.00)
 Charges / Adjustment \$882.00
 Fees \$0.00
Current Balance \$0.00

* Total Account Balance is the total amount needed to pay your account in full. This amount represents any future installments not yet billed.

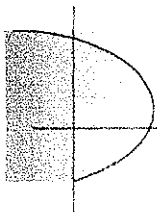
PAYMENT INFORMATION

Policy Number: WCB1019492
 Current Payment Due \$0.00
 Payment Due Date 06/19/2013

Payment Due Date: The payment due date shown on this statement applies only to items billed in the current billing cycle. Any unpaid prior balance is due immediately and may result in your policy being cancelled prior to the due date on this statement

ACCOUNT ACTIVITY

Policy Period Dates	Transaction Dates	Description / State	Charges/Credits
Payments			
	05/30/2013	Cash Receipt	(\$882.00)
Charges / Adjustments			
05/31/2013 - 05/31/2014	05/30/2013	Installment assessment - WV	\$104.00
05/31/2013 - 05/31/2014	05/30/2013	Installment premium - WV	\$778.00
Fees			



PARTNERS SPECIALTY

GROUP, LLC.

May 31, 2013

Belinda Bowyer
Wells Fargo Insurance Services of West Virginia
One Hillcrest Drive, East; P.O. Box 1551
Charleston, WV 25326-1551
fax: (304) 347-0760

In reference to:

Insured: West Virginia CNG, Inc.
157 Jefferson Park Drive
Huntington, WV 25705

Policy No: IYG416778

Coverage: Commercial General Liability Coverage Form - Occurrence

Insurer: General Star Indemnity Company

Dear Belinda:

Enclosed are the binder and invoice for the above account.

Please note that payment is due 20 days from the effective date. The effective date is 5/31/13 and the due date is 06/20/13.

Please remit payment only to (lock box):

Payment US Mail

Partners Specialty Group
PO Box 347623
Pittsburgh, PA 15251-4623

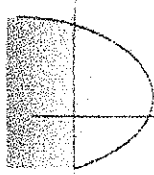
Payment Overnight Address

Partners Specialty Group, LLC
ATTN: 347623
500 Ross St. 154-0460
Pittsburgh, PA 15262-0001

Partners Specialty will forward the issued policy to your attention upon receipt. Please do not hesitate to contact us should you have any questions.

Sincerely,

Sharon Schweer
Enclosure



PARTNERS SPECIALTY

GROUP, LLC.

5/30/13

BINDER # 36147

Page 1 of 4

In accordance with your instructions, we have effected insurance as follows:

Insured:	West Virginia CNG, Inc. 157 Jefferson Park Drive Huntington, WV 25705	Producer: Wells Fargo Insurance Services of W One Hillcrest Drive, East, P.O. Box 1551 Charleston, WV 25326-1551
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Binder Period: 05/31/13 to 08/31/13 12:01 Standard Time at above location(s)

Policy Period: 05/31/13 to 05/31/14 12:01 Standard Time at above location(s)

Insurer General Star Indemnity Company Non-Adm

Policy # IYG416778

Coverage Commercial General Liability Coverage Form - Occurrence

Limits LIMITS:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Each Occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Damage to Premises Rented to You:	\$100,000

THIS COMPANY IS NOT LICENSED TO DO BUSINESS IN WEST VIRGINIA, AND IS NOT SUBJECT TO THE WEST VIRGINIA INSURANCE GUARANTY ACT.

Deductibles DEDUCTIBLE: \$2,500 Per Occurrence
Aggregate: N/A

FORM: PC 03 02 - Deductible Endorsement - INCLUDING Supplementary Payments

The deductible includes allocated loss adjustment expenses.

Rate Premium Basis: \$350,000 in projected Gross Sales

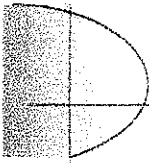
RATE:

If TRIA REJECTED: \$26.57 per \$1,000 in Gross Sales

Premium will be audited upon expiration.

Premium	\$ 9,300.00	M&D Excluding Optional TRIA premium
Broker Fee	350.00	
WV S/L Tax	439.08	Home State determined on Predominant Exposure: WV
Total	\$ 10,089.08	25 % Minimum Earned Premium in the event of cancellation.

** Due to Non-Admitted & Reinsurance Reform Act (NRA) and related modifications in state insurance laws, please be advised that at some future date, we may have to revise taxes to comply with insurance regulations and that may result in additional or return surplus lines tax dollars **



PARTNERS SPECIALTY

GROUP, LLC.

5/30/13

BINDER # 36147

Page 2 of 4

Conditions

CG 00 01 (12/07) - Commercial General Liability Coverage Form - Occurrence
PC 24 00 (04/08) - Coverage Amendatory Endorsement - Refer to below for provisions

CG 21 73 (01/08) - Exclusion of Certified Acts of Terrorism and

PC 24 0060 - Commercial General Liability Plus Coverage Endorsement:

- Additional Insured - Managers or Lessors of Premises - Automatic
- Additional Insured - Trade Event - Automatic
- Additional Insured - Vendors - Automatic
- Additional Insured - Mortgagee, Assignee, or Receiver - Automatic
- Additional Insured - Lessor of Leased Equipment - Automatic
- Additional Insured - Primary and Non-Contributory Clause - Automatic
- Waiver of Transfer of Rights of Recovery Against Others to Us - Au
- Employment-Related Practices - Defense Expense Reimbursement - \$5

Aggregate

- Coverage C Medical Payments -\$5,000 Aggregate

PC 05 02 - Minimum Earned Premium - 25%

PC 04 03 - Garagekeepers Coverage (100 West Lane, Barboursville, WV 25504)

- Coverage - Comprehensive and Collision
- Customers Auto Limit \$50,000
- Location Limit \$100,000
- Garagekeepers Aggregate Limit \$100,000
- Deductible \$2500

CG 00 68 - Recording and Distribution of Material or Information in Violation of Law Exclusion

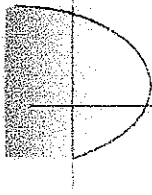
PC 21 59 - Exclusion - Bisphenol A

SPECIAL CONDITIONS:

THE FOLLOWING ARE CONTAINED IN THE COVERAGE AMENDATORY ENDORSEMENT:

EXCLUSIONS:

- Coverage C Medical Payments
- Intellectual Property Rights Violations
- Prior or Pending Litigation
- Aircraft Products/Grounding
- Asbestos
- Cross Suits
- Employment-Related Practices
- Lead
- Mold
- Nuclear
- Punitive or Exemplary Damages
- Total Pollution



PARTNERS SPECIALTY

GROUP, LLC.

5/30/13

BINDER # 36147

Page 3 of 4

Confirmation of Coverage cont..

- Silica
- Employer's Liability - Employee and Temporary Worker

CONDITIONS:

- Premium Audit Amended
- Representations Amended
- When We Do Not Renew Amended

DEFINITIONS:

- Insured Contract Amended
- Personal and Advertising Injury Amended

***TERRORISM EXCLUSION NULLIFICATION:**

This will confirm that the insured has elected not to purchase coverage for terrorism to the extent provided under the U. S. Terrorism Risk Insurance Act. Unless you advise immediately that this is not correct, the policy will be issued with an Exclusion Of Certified Acts Of Terrorism Exclusion.

This binder is offered in reliance on the information submitted to us by or on behalf of the applicant.

By accepting this binder and requesting that insurance be bound, the applicant:

- 1) Warrants that such information is true and complete and that no facts have been misrepresented, omitted or suppressed; and
- 2) Agrees:
 - a) That this binder is not a complete representation of the coverages, terms, conditions and exclusions of the policy based on this binder,
 - b) That the policy, as issued, shall be the exclusive and complete agreement between the applicant and us, and
 - c) That this binder does not, and the policy based on this binder shall not, contain all or any of the coverages, terms, conditions or exclusions requested by the applicant.

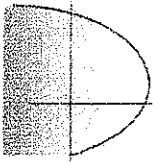
Date of issuance: May 30, 2013

PARTNERS SPECIALTY GROUP, LLC

Signature: _____

James B. Civile

100 Tournament Drive, Suite 214
Horsham, PA 19044



PARTNERS SPECIALTY

GROUP, LLC.

5/30/13

BINDER # 36147

Page 4 of 4

Forms applicable are subject in all respects to the terms, conditions and limitations of the policy(ies) or certificate(s) in current use by the company, unless otherwise specified.

CONDITIONS: The policy premium stated on the front page of this binder is due and payable to **Partners Specialty Group, LLC (hereafter "PSG")** within (20) days of the effective date of the binder. Failure of the insured to make timely payment of premium shall be considered a request by the insured for the company to cancel. In the event of such cancellation by the company for non-payment of premium, the minimum premium shall be immediately due and payable. Non-payment cancellation shall be rescinded at the discretion of the company if the insured remits the full premium due within (10) days of receiving the cancellation notice upon company verification that the subject of this insurance is in proper insurable condition.

This binder is based upon written correspondence and/or telephone advices from the insurer(s) stated on this binder and is issued by **PSG** without liability whatsoever as an insurer. This binder will be terminated and superseded upon delivery of formal policy(ies) or certificates issued to replace it.

CANCELLATION: This binder may be cancelled by the insured by surrender thereof to **PSG** or any of its authorized agents, or by mailing to **PSG** written notice stating when thereafter the cancellation shall be effective. The insurance under this binder cannot be cancelled flat; earned premium must be paid for the time insurance has been in force. This binder may be cancelled by the insurer(s) or by **PSG** on behalf of the insurer(s) by mailing to the insured at the address stated on this binder, written notice stating when, not less than **FIVE (5)** days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the insured, the insurer(s), or by **PSG** shall be equivalent to mailing. In the event of cancellation by the insured, the earned premium will be computed short rate, the minimum premium shall be due and payable by the insured regardless of any conditions of the binder to the contrary, and if cancelled by the insurer, the earned premium will be computed pro rata.

CERTIFICATES OF INSURANCE: The responsibility for the accuracy of the information set forth in any certificate of insurance is the sole responsibility of the person or entity which issues the certificate.

Although **PSG** may retain copies of certificates of insurance forwarded to us, **PSG** does so strictly without prejudice as to their accuracy. Neither the insurers, their representatives, nor **PSG** will be responsible for any liability resulting from your issuance of any certificate of insurance.

We also draw your attention to the fact that unless the policy is physically endorsed, the issuance of a certificate does not amend, extend, or alter the coverage afforded by the policy or change the person(s) or entities to whom such coverage is afforded under the policy.

Moreover, neither the underwriters, their representatives, nor **PSG** will be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by the insurer but where the authorized wording has been amended or revised in any way, without the prior written approval of the insurers.

PLEASE REFER TO THE POLICY FORM FOR FULL DETAILS ON TERMS AND CONDITIONS. SAMPLE FORMS ARE AVAILABLE ON REQUEST.

THIS BINDER MAY NOT CONFORM TO THE TERMS AND CONDITIONS REQUESTED.

Insured: West Virginia CNG, Inc.

Policy # FY646778

"WV NOTICE TO INSURED"

Notice:

1. An insurer that is not licensed in this state is issuing the insurance policy that you have applied to purchase. These companies are called "nonadmitted" or "surplus lines" insurers.
2. The insurer is not subject to the financial solvency regulation and enforcement that applies to licensed insurers in this state.
3. These insurers generally do not participate in insurance guaranty funds created by state law. These guaranty funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
4. Some states maintain lists of approved or eligible surplus lines insurers and surplus lines brokers may use only insurers on the lists. Some states issue orders that particular surplus lines insurers cannot be used.
5. For additional information about the above matters and about the insurer, you should ask questions of your insurance agent or surplus lines licensee. You may also contact your insurance commission consumer help line."

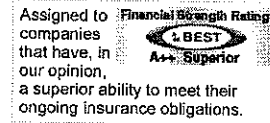

Insured's Signature

5/29/13
Date

General Star Indemnity Company

[Print this page](#) (?)

A.M. Best #: 003806 NAIC #: 37362 FEIN #: 060876629
 Address: P.O. Box 10354
 Stamford, CT 06902-2354
 United States
 Web: www.generalstar.com
 Phone: 203-328-5700
 Fax: 203-328-5082



Based on A.M. Best's analysis, [058334 - Berkshire Hathaway Inc](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

View all of the [companies](#) assigned this rating as a part of an [AMB Rating Unit](#).

Financial Strength Rating	View Definition
Rating:	A++ (Superior)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 15, 2012
Initial Rating Date:	June 30, 1980
u Denotes Under Review Best's Rating	

Best's Credit Rating Analyst
 Office: A.M. Best Company, Oldwick NJ
 Assistant Vice President: Peter Dickey
 Vice President: Robert B. DeRose

Long-Term Issuer Credit Rating	View Definition
Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 15, 2012
Initial Rating Date:	August 16, 2006

Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.

AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
 Report Revision Date: 5/15/2013 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).

- Best's Executive Summary Reports (Financial Overview)** - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.
 Data Status: 2013 Best's Statement File - P/C, US Contains data compiled as of 5/23/2013 Quality Cross Checked.
- **Single Company** - five years of financial data specifically on this company.
 - **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
 - **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

Financial and Analytical Products

- [Best's Insurance Reports - Online - P/C, US & Canada](#)
- [Best's Key Rating Guide - P/C, US & Canada](#)
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- [Best's Executive Summary Report - Comparison - Property/Casualty](#)
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- [Best's State Line - P/C, US](#)
- [Best's Corporate Changes and Retirements - P/C, US/CN](#)
- [Best's Insurance Expense Exhibit \(IEE\) - P/C, US](#)
- [Best's Schedule P \(Loss Reserves\) - P/C, US](#)
- [Best's Regulatory Center](#)
- [Best's Schedule D \(Corporate Bonds\) - US](#)
- [Best's Schedule D \(Common Stocks\) - US](#)
- [Best's Schedule D \(Municipal Bonds\) - US](#)
- [Best's Schedule D \(Preferred Stocks\) - US](#)
- [Best's Schedule F \(Reinsurance\) - P/C, US](#)

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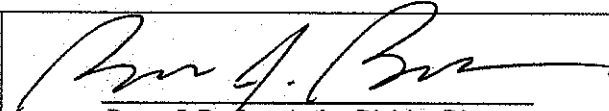


**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2012 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT OF 1990**

**OFFICE OF TRANSPORTATION
AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105**

Certificate Issued To: Nat Gas Car LLC
(Alternative Fuel Converter)
Certificate Number: CNATT06.0396-017

Effective Date:
10/26/2012
Expiration Date:
12/31/2012


Byron J. Bunker, Acting Division Director
Compliance Division

Issue Date:
10/26/2012
Revision Date:
N/A

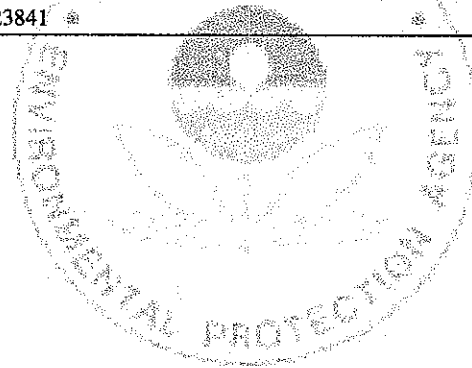
Test Group Name: CNATT06.0396
Evaporative/Refueling Family Name: CNATR0223841
Applicable Exhaust Emission Standards: Federal Tier 2 Bin 8
Applicable Evaporative/Refueling Standards: Federal LEV-II Evap

Engine Displacement: 6.0, 4.8 Liters
Exhaust Emission Test Fuel Type: CNG
Full Useful Life Miles: Exhaust Emissions: 120,000 miles
Full Useful Life Miles: Evaporative/Refueling Emissions: 120,000 miles

Models Covered: NatGasCar: C25 SIERRA 2WD, C25 SILVERADO 2WD, C35 SIERRA 2WD, C35 SIERRA 2WD LONG BOX, C35 SILVERADO 2WD, C35 SILVERADO 2WD LONG BOX, C35 SILVERADO CREW CAB 2WD, G2500 EXPRESS 2WD CARGO, G2500 EXPRESS 2WD CARGO MDPV, G2500 EXPRESS 2WD PASS, G2500 EXPRESS 2WD PASS MDPV, G2500 EXPRESS CONV 2WD CARGO, G2500 SAVANA 2WD CARGO, G2500 SAVANA 2WD CARGO MDPV, G2500 SAVANA 2WD PASS, G2500 SAVANA 2WD PASS (MDPV), G2500 SAVANA CONV 2WD CARGO, G3500 EXPRESS 2WD CARGO, G3500 EXPRESS 2WD CARGO MDPV, G3500 EXPRESS 2WD PASS, G3500 EXPRESS 2WD PASS MDPV, G3500 EXPRESS CONV 2WD CARGO, G3500 SAVANA 2WD CARGO, G3500 SAVANA 2WD CARGO MDPV, G3500 SAVANA 2WD PASS, G3500 SAVANA 2WD PASS (MDPV), G3500 SAVANA CONV 2WD CARGO, K25 HD SIERRA 4WD, K25 SILVERADO 4WD, K35 SIERRA 4WD, K35 SIERRA 4WD LONG BOX, K35 SILVERADO 4WD, K35 SILVERADO 4WD LONG BOX

Vehicle models covered by this certificate were originally produced by General Motors in model year 2013 to operate on Gasoline/E85 and have been modified by the above named manufacturer to operate on CNG or Gasoline/E85.

OEM Test Group:CGMXT06.0396, OEM Evaporative Family:CGMXR0223841 *





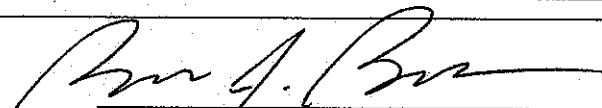
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2012 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT OF 1990

OFFICE OF TRANSPORTATION
AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105

Certificate Issued To: Nat Gas Car LLC
(Alternative Fuel Converter)
Certificate Number: CNATT06.0396-017

Effective Date:
10/26/2012

Expiration Date:
12/31/2012


Byron J. Bunker, Acting Division Director
Compliance Division

Issue Date:
10/26/2012

Revision Date:
N/A

Pursuant to section 206 of the Clean Air Act (42 U.S.C.7525) and 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable, this certificate of conformity is hereby issued with respect to test vehicles which have been found to conform to the requirements of the regulations on Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines (40 CFR Parts 85, 86, 88, 1037, and 600 as applicable) and which represent the new motor vehicle models listed above by test group and evaporative/refueling emission family, more fully described in the application of the above named manufacturer. Vehicles covered by this certificate have demonstrated compliance with the applicable emission standards as more fully described in the manufacturer's application. This certificate covers the above models, which are designed to meet the applicable emission standards specified in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable at both high and low altitude as applicable.

EPA is issuing this certificate subject to the conditions and provisions of 40 CFR 86.1848(c), and 40 CFR 1037 as applicable.

REDUCED FEE CERTIFICATE: EPA is issuing this certificate under the reduced fee provisions of 40 CFR 1027.120. This certificate covers up to 6 vehicles. A revised certificate and an additional fee payment are required if the number of vehicles covered by this certificate exceeds 6 vehicles.

This certificate covers only those new motor vehicles or vehicle engines which conform, in all material respects, to the design specifications that apply to those vehicles or engines described in the documentation required by 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable and which are produced during the 2012 model year production period stated on this certificate of the said manufacturer, as defined in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable. The manufacturer shall obtain the approval of the California Air Resources Board (in the form of an executive order issued by the California Air Resources Board) prior to introducing any vehicle covered by this certificate into commerce 1) in the State of California, or 2) in a State that, under the authority of Section 177 of the Clean Air Act, has adopted and placed into effect the California standards to which this test group has been certified.

Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel are equipped with an emission control device which the Administrator has determined will be significantly impaired by the use of leaded fuel. This certificate is issued subject to the conditions specified in 40 CFR 80.24. Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel, otherwise covered by this certificate, which are driven outside the United States, Canada, Mexico, Japan, Australia, Taiwan and the Bahama Islands will be presumed to have been operated on leaded fuel resulting in deactivation of the catalysts. If these vehicles are imported or offered for importation without retrofit of the catalyst, they will be considered not to be within the coverage of this certificate unless included in a catalyst control program operated by manufacturer or a United States Government Agency and approved by the Administrator.

In the case of completely assembled vehicles, this certificate of conformity covers only vehicles which are completely manufactured prior to January 1, 2013. Normally incompletely assembled vehicles (such as cab chassis) may be completed after this date, provided that the basic manufacturing (including installation of the emission control system) was completed prior to January 1, 2013. This certificate does not cover vehicles sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

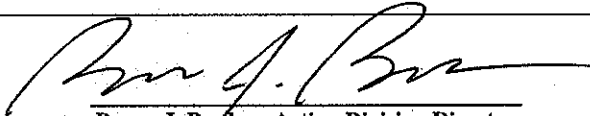


UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2012 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT OF 1990

OFFICE OF TRANSPORTATION
AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105

Certificate Issued To: Nat Gas Car LLC
(Alternative Fuel Converter)
Certificate Number: CNATT06.0396-018

Effective Date:
10/26/2012
Expiration Date:
12/31/2012


Byron J. Bunker, Acting Division Director
Compliance Division

Issue Date:
10/26/2012
Revision Date:
N/A

Test Group Name: CNATT06.0396
Evaporative/Refueling Family Name: CNATR0223842
Applicable Exhaust Emission Standards: Federal Tier 2 Bin 8
Applicable Evaporative/Refueling Standards: Federal Tier 2 Evap

Engine Displacement: 6.0, 4.8 Liters
Exhaust Emission Test Fuel Type: CNG
Full Useful Life Miles: Exhaust Emissions: 120,000 miles
Full Useful Life Miles: Evaporative/Refueling Emissions: 120,000 miles

Models Covered: NatGasCar: C35 SIERRA 2WD, C35 SIERRA 2WD LONG BOX, C35 SILVERADO 2WD, C35 SILVERADO 2WD LONG BOX, C35 SILVERADO CREW CAB 2WD, K35 SIERRA 4WD, K35 SIERRA 4WD LONG BOX, K35 SILVERADO 4WD, K35 SILVERADO 4WD LONG BOX

Vehicle models covered by this certificate were originally produced by General Motors in model year 2013 to operate on Gasoline/E85 and have been modified by the above named manufacturer to operate on CNG or Gasoline/E85.

OEM Test Group:CGMXT06.0396,OEM Evaporative Family:CGMXR0223842

Pursuant to section 206 of the Clean Air Act (42 U.S.C.7525) and 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable, this certificate of conformity is hereby issued with respect to test vehicles which have been found to conform to the requirements of the regulations on Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines (40 CFR Parts 85, 86, 88, 1037, and 600 as applicable) and which represent the new motor vehicle models listed above by test group and evaporative/refueling emission family, more fully described in the application of the above named manufacturer. Vehicles covered by this certificate have demonstrated compliance with the applicable emission standards as more fully described in the manufacturer's application. This certificate covers the above models, which are designed to meet the applicable emission standards specified in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable at both high and low altitude as applicable.

EPA is issuing this certificate subject to the conditions and provisions of 40 CFR 86.1848(c), and 40 CFR 1037 as applicable.

REDUCED FEE CERTIFICATE: EPA is issuing this certificate under the reduced fee provisions of 40 CFR 1027.120. This certificate covers up to 6 vehicles. A revised certificate and an additional fee payment are required if the number of vehicles covered by this certificate exceeds 6 vehicles.

This certificate covers only those new motor vehicles or vehicle engines which conform, in all material respects, to the design specifications that apply to those vehicles or engines described in the documentation required by 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable and which are produced during the 2012 model year production period stated on this certificate of the said manufacturer, as defined in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable. The manufacturer shall obtain the approval of the California Air Resources Board (in the form of an executive order issued by the California Air Resources Board) prior to introducing any vehicle covered by this certificate into commerce 1) in the State of California, or 2) in a State that, under the authority of Section 177 of the Clean Air Act, has adopted and placed into effect the California standards to which this test group has been certified.

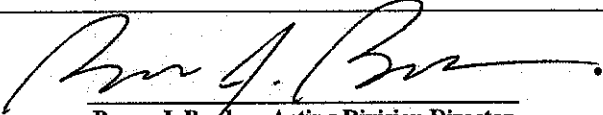
Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel are equipped with an emission control device which the Administrator has determined will be significantly impaired by the use of leaded fuel. This certificate is issued subject to the conditions specified in 40 CFR 80.24. Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel, otherwise covered by this certificate, which are driven outside the United States, Canada, Mexico, Japan, Australia, Taiwan and the Bahama Islands will be presumed to have been operated on leaded fuel resulting in deactivation of the catalysts. If these vehicles are imported or offered for importation without retrofit of the catalyst, they will be considered not to be within the coverage of this certificate unless included in a catalyst control program operated by manufacturer or a United States Government Agency and approved by the Administrator.

In the case of completely assembled vehicles, this certificate of conformity covers only vehicles which are completely manufactured prior to January 1, 2013. Normally incompletely assembled vehicles (such as cab chassis) may be completed after this date, provided that the basic manufacturing (including installation of the emission control system) was completed prior to January 1, 2013. This certificate does not cover vehicles sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

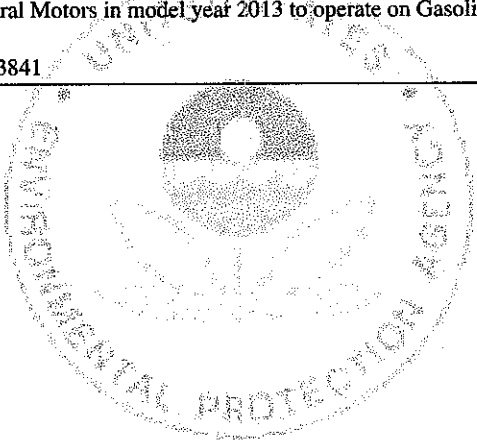


**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2013 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT OF 1990**

**OFFICE OF TRANSPORTATION
AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105**

Certificate Issued To: Nat Gas Car LLC (Alternative Fuel Converter) Certificate Number: DNATT06.0396-002	<u>Effective Date:</u> 10/26/2012 <u>Expiration Date:</u> 12/31/2013	 Byron J. Bunker, Acting Division Director Compliance Division	<u>Issue Date:</u> 10/26/2012 <u>Revision Date:</u> N/A
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Test Group Name: DNATT06.0396 Evaporative/Refueling Family Name: DNATR0223841 Applicable Exhaust Emission Standards: Federal Tier 2 Bin 8 Applicable Evaporative/Refueling Standards: Federal LEV-II Evap	Engine Displacement: 6.0, 4.8 Liters Exhaust Emission Test Fuel Type: CNG Full Useful Life Miles: Exhaust Emissions: 120,000 miles Full Useful Life Miles: Evaporative/Refueling Emissions: 120,000 miles
<p>Models Covered: NatGasCar: C25 SIERRA 2WD, C25 SILVERADO 2WD, C35 SIERRA 2WD, C35 SIERRA 2WD LONG BOX, C35 SILVERADO 2WD, C35 SILVERADO 2WD LONG BOX, G2500 EXPRESS 2WD CARGO, G2500 EXPRESS 2WD PASS, G2500 EXPRESS 2WD PASS MDPV, G2500 EXPRESS CONV 2WD CARGOMDPV, G2500 SAVANA 2WD CARGO, G2500 SAVANA 2WD PASS, G2500 SAVANA 2WD PASS (MDPV), G2500 SAVANA CONV 2WD CARGO MDPV, G3500 EXPRESS 2WD CARGO, G3500 EXPRESS 2WD PASS, G3500 EXPRESS 2WD PASS MDPV, G3500 EXPRESS CONV 2WD CARGO, G3500 SAVANA 2WD CARGO, G3500 SAVANA 2WD PASS, G3500 SAVANA 2WD PASS (MDPV, G3500 SAVANA CONV 2WD CARGO, K25 HD SIERRA 4WD, K25 SILVERADO 4WD, K35 SIERRA 4WD, K35 SIERRA 4WD LONG BOX, K35 SILVERADO 4WD, K35 SILVERADO 4WD LONG BOX</p> <p>Vehicle models covered by this certificate were originally produced by General Motors in model year 2013 to operate on Gasoline/E85 and have been modified by the above named manufacturer to operate on CNG or Gasoline/E85.</p> <p>OEM Test Group: DGMXT06.0396, OEM Evaporative Family: DGMXR0223841</p>	



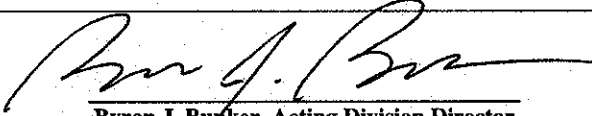


UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2013 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT OF 1990

OFFICE OF TRANSPORTATION
AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105

Certificate Issued To: Nat Gas Car LLC
(Alternative Fuel Converter)
Certificate Number: DNATT06.0396-002

Effective Date:
10/26/2012
Expiration Date:
12/31/2013


Byron J. Bunker, Acting Division Director
Compliance Division

Issue Date:
10/26/2012
Revision Date:
N/A

Pursuant to section 206 of the Clean Air Act (42 U.S.C.7525) and 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable, this certificate of conformity is hereby issued with respect to test vehicles which have been found to conform to the requirements of the regulations on Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines (40 CFR Parts 85, 86, 88, 1037, and 600 as applicable) and which represent the new motor vehicle models listed above by test group and evaporative/refueling emission family, more fully described in the application of the above named manufacturer. Vehicles covered by this certificate have demonstrated compliance with the applicable emission standards as more fully described in the manufacturer's application. This certificate covers the above models, which are designed to meet the applicable emission standards specified in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable at both high and low altitude as applicable.

EPA is issuing this certificate subject to the conditions and provisions of 40 CFR 86.1848(c), and 40 CFR 1037 as applicable.

REDUCED FEE CERTIFICATE: EPA is issuing this certificate under the reduced fee provisions of 40 CFR 1027.120. This certificate covers up to 50 vehicles. A revised certificate and an additional fee payment are required if the number of vehicles covered by this certificate exceeds 50 vehicles.

This certificate covers only those new motor vehicles or vehicle engines which conform, in all material respects, to the design specifications that apply to those vehicles or engines described in the documentation required by 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable and which are produced during the 2013 model year production period stated on this certificate of the said manufacturer, as defined in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable. The manufacturer shall obtain the approval of the California Air Resources Board (in the form of an executive order issued by the California Air Resources Board) prior to introducing any vehicle covered by this certificate into commerce 1) in the State of California, or 2) in a State that, under the authority of Section 177 of the Clean Air Act, has adopted and placed into effect the California standards to which this test group has been certified.

Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel are equipped with an emission control device which the Administrator has determined will be significantly impaired by the use of leaded fuel. This certificate is issued subject to the conditions specified in 40 CFR 80.24. Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel, otherwise covered by this certificate, which are driven outside the United States, Canada, Mexico, Japan, Australia, Taiwan and the Bahama Islands will be presumed to have been operated on leaded fuel resulting in deactivation of the catalysts. If these vehicles are imported or offered for importation without retrofit of the catalyst, they will be considered not to be within the coverage of this certificate unless included in a catalyst control program operated by manufacturer or a United States Government Agency and approved by the Administrator.

In the case of completely assembled vehicles, this certificate of conformity covers only vehicles which are completely manufactured prior to January 1, 2014. Normally incompletely assembled vehicles (such as cab chassis) may be completed after this date, provided that the basic manufacturing (including installation of the emission control system) was completed prior to January 1, 2014. This certificate does not cover vehicles sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2013 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT OF 1990

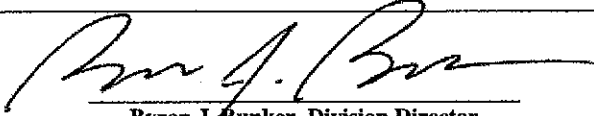
OFFICE OF TRANSPORTATION
AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105

Certificate Issued To: Altech-Eco Corporation
(Alternative Fuel Converter)

Certificate Number: DAECT06.27HL-006

Effective Date:
11/28/2012

Expiration Date:
12/31/2013


Byron J. Bunker, Division Director
Compliance Division

Issue Date:
11/28/2012

Revision Date:
N/A

Test Group Name: DAECT06.27HL

Evaporative/Refueling Family Name: DAECF0265NAS

Applicable Exhaust Emission Standards: Federal Tier 2 Bin 8

Applicable Evaporative/Refueling Standards: Federal Tier 2 Evap

Engine Displacement: 6.2 Liters

Exhaust Emission Test Fuel Type: CNG

Full Useful Life Miles: Exhaust Emissions: 120,000 miles

Full Useful Life Miles: Evaporative/Refueling Emissions: 120,000 miles

Models Covered: Altech-Eco Corporation: F350 Incomplete 2WD, F350 Incomplete 4WD

Vehicle models covered by this certificate were originally produced by Ford Motor Company in model year 2013 to operate on Gasoline/E85 and have been modified by the above named manufacturer to operate on CNG and Gasoline.

OEM Test Group:DFMXT06.27HL; OEM Evaporative Family:DFMXF0265NAS

Pursuant to section 206 of the Clean Air Act (42 U.S.C.7525) and 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable, this certificate of conformity is hereby issued with respect to test vehicles which have been found to conform to the requirements of the regulations on Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines (40 CFR Parts 85, 86, 88, 1037, and 600 as applicable) and which represent the new motor vehicle models listed above by test group and evaporative/refueling emission family, more fully described in the application of the above named manufacturer. Vehicles covered by this certificate have demonstrated compliance with the applicable emission standards as more fully described in the manufacturer's application. This certificate covers the above models, which are designed to meet the applicable emission standards specified in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable at both high and low altitude as applicable.

EPA is issuing this certificate subject to the conditions and provisions of 40 CFR 86.1848(c), and 40 CFR 1037 as applicable.

REDUCED FEE CERTIFICATE: EPA is issuing this certificate under the reduced fee provisions of 40 CFR 1027.120. This certificate covers up to 20 vehicles. A revised certificate and an additional fee payment are required if the number of vehicles covered by this certificate exceeds 20 vehicles.

This certificate covers only those new motor vehicles or vehicle engines which conform, in all material respects, to the design specifications that apply to those vehicles or engines described in the documentation required by 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable and which are produced during the 2013 model year production period stated on this certificate of the said manufacturer, as defined in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable. The manufacturer shall obtain the approval of the California Air Resources Board (in the form of an executive order issued by the California Air Resources Board) prior to introducing any vehicle covered by this certificate into commerce 1) in the State of California, or 2) in a State that, under the authority of Section 177 of the Clean Air Act, has adopted and placed into effect the California standards to which this test group has been certified.

Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel are equipped with an emission control device which the Administrator has determined will be significantly impaired by the use of leaded fuel. This certificate is issued subject to the conditions specified in 40 CFR 80.24. Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel, otherwise covered by this certificate, which are driven outside the United States, Canada, Mexico, Japan, Australia, Taiwan and the Bahama Islands will be presumed to have been operated on leaded fuel resulting in deactivation of the catalysts. If these vehicles are imported or offered for importation without retrofit of the catalyst, they will be considered not to be within the coverage of this certificate unless included in a catalyst control program operated by manufacturer or a United States Government Agency and approved by the Administrator.

In the case of completely assembled vehicles, this certificate of conformity covers only vehicles which are completely manufactured prior to January 1, 2014. Normally incompletely assembled vehicles (such as cab chassis) may be completed after this date, provided that the basic manufacturing (including installation of the emission control system) was completed prior to January 1, 2014. This certificate does not cover vehicles sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2013 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT OF 1990

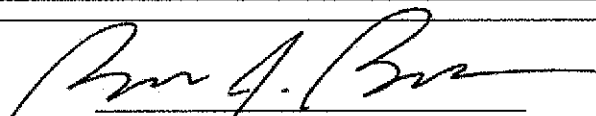
OFFICE OF TRANSPORTATION
AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105

Certificate Issued To: Altech-Eco Corporation
(Alternative Fuel Converter)

Certificate Number: DAECT06.27HL-004

Effective Date:
11/28/2012

Expiration Date:
12/31/2013


Byron J. Bunker, Division Director
Compliance Division

Issue Date:
11/28/2012

Revision Date:
N/A

Test Group Name: DAECT06.27HL

Evaporative/Refueling Family Name: DAECR0250NB2

Applicable Exhaust Emission Standards: Federal Tier 2 Bin 8

Applicable Evaporative/Refueling Standards: Federal Tier 2 Evap

Engine Displacement: 6.2 Liters

Exhaust Emission Test Fuel Type: CNG

Full Useful Life Miles: Exhaust Emissions: 120,000 miles

Full Useful Life Miles: Evaporative/Refueling Emissions: 120,000 miles

Models Covered: Altech-Eco Corporation: F250 Pickup 2WD, F250 Pickup 4WD, F350 Pickup 2WD, F350 Pickup 4WD

Vehicle models covered by this certificate were originally produced by Ford Motor Company in model year 2013 to operate on Gasoline/E85 and have been modified by the above named manufacturer to operate on CNG and Gasoline.

OEM Test Group:DFMXT06.27HL; OEM Evaporative Family:DFM XR0250NBS

Pursuant to section 206 of the Clean Air Act (42 U.S.C.7525) and 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable, this certificate of conformity is hereby issued with respect to test vehicles which have been found to conform to the requirements of the regulations on Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines (40 CFR Parts 85, 86, 88, 1037, and 600 as applicable) and which represent the new motor vehicle models listed above by test group and evaporative/refueling emission family, more fully described in the application of the above named manufacturer. Vehicles covered by this certificate have demonstrated compliance with the applicable emission standards as more fully described in the manufacturer's application. This certificate covers the above models, which are designed to meet the applicable emission standards specified in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable at both high and low altitude as applicable.

EPA is issuing this certificate subject to the conditions and provisions of 40 CFR 86.1848(c), and 40 CFR 1037 as applicable.

REDUCED FEE CERTIFICATE: EPA is issuing this certificate under the reduced fee provisions of 40 CFR 1027.120. This certificate covers up to 20 vehicles. A revised certificate and an additional fee payment are required if the number of vehicles covered by this certificate exceeds 20 vehicles.

This certificate covers only those new motor vehicles or vehicle engines which conform, in all material respects, to the design specifications that apply to those vehicles or engines described in the documentation required by 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable and which are produced during the 2013 model year production period stated on this certificate of the said manufacturer, as defined in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable. The manufacturer shall obtain the approval of the California Air Resources Board (in the form of an executive order issued by the California Air Resources Board) prior to introducing any vehicle covered by this certificate into commerce 1) in the State of California, or 2) in a State that, under the authority of Section 177 of the Clean Air Act, has adopted and placed into effect the California standards to which this test group has been certified.

Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel are equipped with an emission control device which the Administrator has determined will be significantly impaired by the use of leaded fuel. This certificate is issued subject to the conditions specified in 40 CFR 80.24. Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel, otherwise covered by this certificate, which are driven outside the United States, Canada, Mexico, Japan, Australia, Taiwan and the Bahama Islands will be presumed to have been operated on leaded fuel resulting in deactivation of the catalysts. If these vehicles are imported or offered for importation without retrofit of the catalyst, they will be considered not to be within the coverage of this certificate unless included in a catalyst control program operated by manufacturer or a United States Government Agency and approved by the Administrator.

In the case of completely assembled vehicles, this certificate of conformity covers only vehicles which are completely manufactured prior to January 1, 2014. Normally incompletely assembled vehicles (such as cab chassis) may be completed after this date, provided that the basic manufacturing (including installation of the emission control system) was completed prior to January 1, 2014. This certificate does not cover vehicles sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2013 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT OF 1990

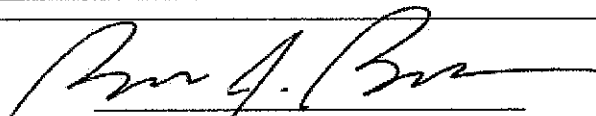
OFFICE OF TRANSPORTATION
AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105

Certificate Issued To: Altech-Eco Corporation
(Alternative Fuel Converter)

Certificate Number: DAECT06.27HL-005

Effective Date:
11/28/2012

Expiration Date:
12/31/2013


Byron J. Bunker, Division Director
Compliance Division

Issue Date:
11/28/2012

Revision Date:
N/A

Test Group Name: DAECT06.27HL

Evaporative/Refueling Family Name: DAECF0250NB2

Applicable Exhaust Emission Standards: Federal Tier 2 Bin 8

Applicable Evaporative/Refueling Standards: Federal Tier 2 Evap

Engine Displacement: 6.2 Liters

Exhaust Emission Test Fuel Type: CNG

Full Useful Life Miles: Exhaust Emissions: 120,000 miles

Full Useful Life Miles: Evaporative/Refueling Emissions: 120,000 miles

Models Covered: Altech-Eco Corporation: F250 2WD Bed Delete, F250 4WD Bed Delete, F350 4WD Bed Delete, F350 2WD Bed Delete, F350 Pickup 2WD, F350 Pickup 4WD

Vehicle models covered by this certificate were originally produced by Ford Motor Company in model year 2013 to operate on Gasoline/E85 and have been modified by the above named manufacturer to operate on CNG and Gasoline.

OEM Test Group:DFMXT06.27HL; OEM Evaporative Family:DFMXF0250NBS

Pursuant to section 206 of the Clean Air Act (42 U.S.C.7525) and 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable, this certificate of conformity is hereby issued with respect to test vehicles which have been found to conform to the requirements of the regulations on Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines (40 CFR Parts 85, 86, 88, 1037, and 600 as applicable) and which represent the new motor vehicle models listed above by test group and evaporative/refueling emission family, more fully described in the application of the above named manufacturer. Vehicles covered by this certificate have demonstrated compliance with the applicable emission standards as more fully described in the manufacturer's application. This certificate covers the above models, which are designed to meet the applicable emission standards specified in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable at both high and low altitude as applicable.

EPA is issuing this certificate subject to the conditions and provisions of 40 CFR 86.1848(c), and 40 CFR 1037 as applicable.

REDUCED FEE CERTIFICATE: EPA is issuing this certificate under the reduced fee provisions of 40 CFR 1027.120. This certificate covers up to 20 vehicles. A revised certificate and an additional fee payment are required if the number of vehicles covered by this certificate exceeds 20 vehicles.

This certificate covers only those new motor vehicles or vehicle engines which conform, in all material respects, to the design specifications that apply to those vehicles or engines described in the documentation required by 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable and which are produced during the 2013 model year production period stated on this certificate of the said manufacturer, as defined in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable. The manufacturer shall obtain the approval of the California Air Resources Board (in the form of an executive order issued by the California Air Resources Board) prior to introducing any vehicle covered by this certificate into commerce 1) in the State of California, or 2) in a State that, under the authority of Section 177 of the Clean Air Act, has adopted and placed into effect the California standards to which this test group has been certified.

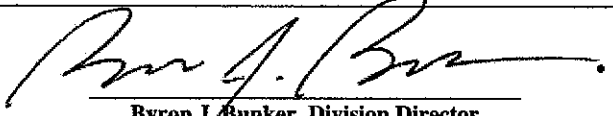
Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel are equipped with an emission control device which the Administrator has determined will be significantly impaired by the use of leaded fuel. This certificate is issued subject to the conditions specified in 40 CFR 80.24. Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel, otherwise covered by this certificate, which are driven outside the United States, Canada, Mexico, Japan, Australia, Taiwan and the Bahama Islands will be presumed to have been operated on leaded fuel resulting in deactivation of the catalysts. If these vehicles are imported or offered for importation without retrofit of the catalyst, they will be considered not to be within the coverage of this certificate unless included in a catalyst control program operated by manufacturer or a United States Government Agency and approved by the Administrator.

In the case of completely assembled vehicles, this certificate of conformity covers only vehicles which are completely manufactured prior to January 1, 2014. Normally incompletely assembled vehicles (such as cab chassis) may be completed after this date, provided that the basic manufacturing (including installation of the emission control system) was completed prior to January 1, 2014. This certificate does not cover vehicles sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2013 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT OF 1990

OFFICE OF TRANSPORTATION
AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105

Certificate Issued To: Altech-Eco Corporation (Alternative Fuel Converter) Certificate Number: DAECT06.27HA-007	Effective Date: 11/28/2012 Expiration Date: 12/31/2013	 Byron J. Bunker, Division Director Compliance Division	Issue Date: 11/28/2012 Revision Date: N/A
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Test Group Name: DAECT06.27HA Evaporative/Refueling Family Name: DAECR0250NB3 Applicable Exhaust Emission Standards: Federal Tier 2 Bin 8 Applicable Evaporative/Refueling Standards: Federal Tier 2 Evap	Engine Displacement: 6.2 Liters Exhaust Emission Test Fuel Type: CNG Full Useful Life Miles: Exhaust Emissions: 120,000 miles Full Useful Life Miles: Evaporative/Refueling Emissions: 120,000 miles
Models Covered: Altech-Eco Corporation: F250 Pickup 2WD, F250 Pickup 4WD, F350 Pickup 2WD, F350 Pickup 4WD Vehicle models covered by this certificate were originally produced by Ford Motor Company in model year 2013 to operate on Gasoline/E85 and have been modified by the above named manufacturer to operate on Dedicated CNG. OEM Test Group:DFMXT06.27HL; OEM Evaporative Family:DFMXR0250NBS	

Pursuant to section 206 of the Clean Air Act (42 U.S.C.7525) and 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable, this certificate of conformity is hereby issued with respect to test vehicles which have been found to conform to the requirements of the regulations on Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines (40 CFR Parts 85, 86, 88, 1037, and 600 as applicable) and which represent the new motor vehicle models listed above by test group and evaporative/refueling emission family, more fully described in the application of the above named manufacturer. Vehicles covered by this certificate have demonstrated compliance with the applicable emission standards as more fully described in the manufacturer's application. This certificate covers the above models, which are designed to meet the applicable emission standards specified in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable at both high and low altitude as applicable.

EPA is issuing this certificate subject to the conditions and provisions of 40 CFR 86.1848(c), and 40 CFR 1037 as applicable.

REDUCED FEE CERTIFICATE: EPA is issuing this certificate under the reduced fee provisions of 40 CFR 1027.120. This certificate covers up to 20 vehicles. A revised certificate and an additional fee payment are required if the number of vehicles covered by this certificate exceeds 20 vehicles.

This certificate covers only those new motor vehicles or vehicle engines which conform, in all material respects, to the design specifications that apply to those vehicles or engines described in the documentation required by 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable and which are produced during the 2013 model year production period stated on this certificate of the said manufacturer, as defined in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable. The manufacturer shall obtain the approval of the California Air Resources Board (in the form of an executive order issued by the California Air Resources Board) prior to introducing any vehicle covered by this certificate into commerce 1) in the State of California, or 2) in a State that, under the authority of Section 177 of the Clean Air Act, has adopted and placed into effect the California standards to which this test group has been certified.

Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel are equipped with an emission control device which the Administrator has determined will be significantly impaired by the use of leaded fuel. This certificate is issued subject to the conditions specified in 40 CFR 80.24. Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel, otherwise covered by this certificate, which are driven outside the United States, Canada, Mexico, Japan, Australia, Taiwan and the Bahama Islands will be presumed to have been operated on leaded fuel resulting in deactivation of the catalysts. If these vehicles are imported or offered for importation without retrofit of the catalyst, they will be considered not to be within the coverage of this certificate unless included in a catalyst control program operated by manufacturer or a United States Government Agency and approved by the Administrator.

In the case of completely assembled vehicles, this certificate of conformity covers only vehicles which are completely manufactured prior to January 1, 2014. Normally incompletely assembled vehicles (such as cab chassis) may be completed after this date, provided that the basic manufacturing (including installation of the emission control system) was completed prior to January 1, 2014. This certificate does not cover vehicles sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2013 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT OF 1990

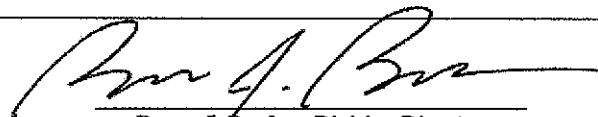
OFFICE OF TRANSPORTATION
AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105

Certificate Issued To: Altech-Eco Corporation
(Alternative Fuel Converter)

Certificate Number: DAECT06.27HA-008

Effective Date:
11/28/2012

Expiration Date:
12/31/2013


Byron J. Bunker, Division Director
Compliance Division

Issue Date:
11/28/2012

Revision Date:
N/A

Test Group Name: DAECT06.27HA

Evaporative/Refueling Family Name: DAECF0250NB3

Applicable Exhaust Emission Standards: Federal Tier 2 Bin 8

Applicable Evaporative/Refueling Standards: Federal Tier 2 Evap

Engine Displacement: 6.2 Liters

Exhaust Emission Test Fuel Type: CNG

Full Useful Life Miles: Exhaust Emissions: 120,000 miles

Full Useful Life Miles: Evaporative/Refueling Emissions: 120,000 miles

Models Covered: Altech-Eco Corporation: F250 2WD Bed Delete, F250 4WD Bed Delete, F350 4WD Bed Delete, F350 2WD Bed Delete, F350 Pickup 2WD, F350 Pickup 4WD

Vehicle models covered by this certificate were originally produced by Ford Motor Company in model year 2013 to operate on Gasoline/E85 and have been modified by the above named manufacturer to operate on Dedicated CNG.

OEM Test Group:DFMXT06.27HL; OEM Evaporative Family:DFMXF0250NBS

Pursuant to section 206 of the Clean Air Act (42 U.S.C.7525) and 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable, this certificate of conformity is hereby issued with respect to test vehicles which have been found to conform to the requirements of the regulations on Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines (40 CFR Parts 85, 86, 88, 1037, and 600 as applicable) and which represent the new motor vehicle models listed above by test group and evaporative/refueling emission family, more fully described in the application of the above named manufacturer. Vehicles covered by this certificate have demonstrated compliance with the applicable emission standards as more fully described in the manufacturer's application. This certificate covers the above models, which are designed to meet the applicable emission standards specified in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable at both high and low altitude as applicable.

EPA is issuing this certificate subject to the conditions and provisions of 40 CFR 86.1848(c), and 40 CFR 1037 as applicable.

REDUCED FEE CERTIFICATE: EPA is issuing this certificate under the reduced fee provisions of 40 CFR 1027.120. This certificate covers up to 20 vehicles. A revised certificate and an additional fee payment are required if the number of vehicles covered by this certificate exceeds 20 vehicles.

This certificate covers only those new motor vehicles or vehicle engines which conform, in all material respects, to the design specifications that apply to those vehicles or engines described in the documentation required by 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable and which are produced during the 2013 model year production period stated on this certificate of the said manufacturer, as defined in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable. The manufacturer shall obtain the approval of the California Air Resources Board (in the form of an executive order issued by the California Air Resources Board) prior to introducing any vehicle covered by this certificate into commerce 1) in the State of California, or 2) in a State that, under the authority of Section 177 of the Clean Air Act, has adopted and placed into effect the California standards to which this test group has been certified.

Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel are equipped with an emission control device which the Administrator has determined will be significantly impaired by the use of leaded fuel. This certificate is issued subject to the conditions specified in 40 CFR 80.24. Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel, otherwise covered by this certificate, which are driven outside the United States, Canada, Mexico, Japan, Australia, Taiwan and the Bahama Islands will be presumed to have been operated on leaded fuel resulting in deactivation of the catalysts. If these vehicles are imported or offered for importation without retrofit of the catalyst, they will be considered not to be within the coverage of this certificate unless included in a catalyst control program operated by manufacturer or a United States Government Agency and approved by the Administrator.

In the case of completely assembled vehicles, this certificate of conformity covers only vehicles which are completely manufactured prior to January 1, 2014. Normally incompletely assembled vehicles (such as cab chassis) may be completed after this date, provided that the basic manufacturing (including installation of the emission control system) was completed prior to January 1, 2014. This certificate does not cover vehicles sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2013 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT OF 1990**

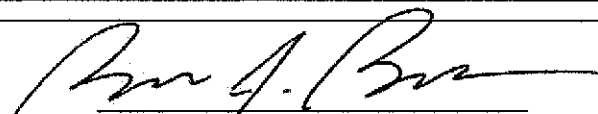
**OFFICE OF TRANSPORTATION
AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105**

Certificate Issued To: Altech-Eco Corporation
(Alternative Fuel Converter)

Certificate Number: DAECT06.27HA-009

Effective Date:
11/28/2012

Expiration Date:
12/31/2013


Byron J. Bunker, Division Director
Compliance Division

Issue Date:
11/28/2012

Revision Date:
N/A

Test Group Name: DAECT06.27HA
Evaporative/Refueling Family Name: DAECF0265NA1
Applicable Exhaust Emission Standards: Federal Tier 2 Bin 8
Applicable Evaporative/Refueling Standards: Federal Tier 2 Evap

Engine Displacement: 6.2 Liters
Exhaust Emission Test Fuel Type: CNG
Full Useful Life Miles: Exhaust Emissions: 120,000 miles
Full Useful Life Miles: Evaporative/Refueling Emissions: 120,000 miles

Models Covered: Altech-Eco Corporation: F350 Incomplete 2WD, F350 Incomplete 4WD

Vehicle models covered by this certificate were originally produced by Ford Motor Company in model year 2013 to operate on Gasoline/E85 and have been modified by the above named manufacturer to operate on Dedicated CNG.

OEM Test Group:DFMXT06.27HL; OEM Evaporative Family:DFMXF0265NAS

Pursuant to section 206 of the Clean Air Act (42 U.S.C.7525) and 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable, this certificate of conformity is hereby issued with respect to test vehicles which have been found to conform to the requirements of the regulations on Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines (40 CFR Parts 85, 86, 88, 1037, and 600 as applicable) and which represent the new motor vehicle models listed above by test group and evaporative/refueling emission family, more fully described in the application of the above named manufacturer. Vehicles covered by this certificate have demonstrated compliance with the applicable emission standards as more fully described in the manufacturer's application. This certificate covers the above models, which are designed to meet the applicable emission standards specified in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable at both high and low altitude as applicable.

EPA is issuing this certificate subject to the conditions and provisions of 40 CFR 86.1848(c), and 40 CFR 1037 as applicable.

REDUCED FEE CERTIFICATE: EPA is issuing this certificate under the reduced fee provisions of 40 CFR 1027.120. This certificate covers up to 20 vehicles. A revised certificate and an additional fee payment are required if the number of vehicles covered by this certificate exceeds 20 vehicles.

This certificate covers only those new motor vehicles or vehicle engines which conform, in all material respects, to the design specifications that apply to those vehicles or engines described in the documentation required by 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable and which are produced during the 2013 model year production period stated on this certificate of the said manufacturer, as defined in 40 CFR Parts 85, 86, 88, 1037, and 600 as applicable. The manufacturer shall obtain the approval of the California Air Resources Board (in the form of an executive order issued by the California Air Resources Board) prior to introducing any vehicle covered by this certificate into commerce 1) in the State of California, or 2) in a State that, under the authority of Section 177 of the Clean Air Act, has adopted and placed into effect the California standards to which this test group has been certified.

Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel are equipped with an emission control device which the Administrator has determined will be significantly impaired by the use of leaded fuel. This certificate is issued subject to the conditions specified in 40 CFR 80.24. Catalyst-equipped vehicles designed to be operated on gasoline or flexible fuel, otherwise covered by this certificate, which are driven outside the United States, Canada, Mexico, Japan, Australia, Taiwan and the Bahama Islands will be presumed to have been operated on leaded fuel resulting in deactivation of the catalysts. If these vehicles are imported or offered for importation without retrofit of the catalyst, they will be considered not to be within the coverage of this certificate unless included in a catalyst control program operated by manufacturer or a United States Government Agency and approved by the Administrator.

In the case of completely assembled vehicles, this certificate of conformity covers only vehicles which are completely manufactured prior to January 1, 2014. Normally incompletely assembled vehicles (such as cab chassis) may be completed after this date, provided that the basic manufacturing (including installation of the emission control system) was completed prior to January 1, 2014. This certificate does not cover vehicles sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

State of West Virginia

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.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: WEST VIRGINIA CNG, INC

Signed: C G Smith

Date: MAY 24 2013

Title: OWNER

RFQ No. 70135010

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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: WEST VIRGINIA CNG, INC

Authorized Signature: Clyde G Smith Date: 5-28-13

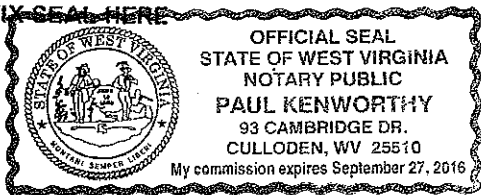
State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 28th day of May, 2013

My Commission expires Sept. 27, 2016.

AFFIX SEAL HERE



NOTARY PUBLIC

Paul Kenworthy

Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same.
Notary required to AFFIX SEAL on Purchasing Affidavit.