



State of West Virginia  
Request For Quotation

Procurement Folder : 170602

Document Description : EQUIPMENT LIFTS

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2016-01-07	2016-01-11 13:30:00	ARFQ 0803 DOT1600000010	4	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	Vendor Name, Address and Telephone <i>Jeffers Corporation</i> <i>2070 Winfield Road</i> <i>Saint Albans, WV 25177</i>

FOR INFORMATION CONTACT THE

Dusty J Smith  
(304) 558-9398  
dusty.j.smith@wv.gov

Signature X  FEIN # *55-0336065* DATE *1/8/16*

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

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT EIGHT 1101 NORTH RANDOLPH AVE ELKINS WV26241 US		DIVISION OF HIGHWAYS DISTRICT EIGHT MATERIALS LAB 1101 N RANDOLPH AVE ELKINS WV 26241 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	18,000 LB TWO-POST SURFACE MOUNTED FRAME CONTACT	2.00000	EA	\$19,358. <sup>00</sup>	\$38,716. <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
24101600			

**Extended Description**  
 18,000 LB TWO-POST SURFACE MOUNTED FRAME CONTACT VEHICLE/EQUIPMENT LIFT INCLUDES PURCHASE OF ITEMS, DELIVERY AND INSTALLATION

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT EIGHT 1101 NORTH RANDOLPH AVE ELKINS WV26241 US		DIVISION OF HIGHWAYS DISTRICT EIGHT MATERIALS LAB 1101 N RANDOLPH AVE ELKINS WV 26241 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	30,000 LB FOUR-POST RUNWAY TRACK CONTACT VEHICLE/EQ.	1.00000	EA	\$21,975. <sup>00</sup>	\$21,975. <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
24101600			

**Extended Description**  
 30,000 LB FOUR-POST RUNWAY TRACK CONTACT VEHICLE/EQUIPMENT LIFT INCLUDES PURCHASE OF ITEMS, DELIVERY AND INSTALLATION.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT EIGHT 1101 NORTH RANDOLPH AVE ELKINS WV26241 US		DIVISION OF HIGHWAYS DISTRICT EIGHT MATERIALS LAB 1101 N RANDOLPH AVE ELKINS WV 26241 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	HEAVY DUTY ROLLING JACK	2.00000	EA	\$ 4,567. <sup>00</sup>	\$ 9,134. <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
24101612			

**Extended Description**

HEAVY DUTY ROLLING JACK TO BE USED WITH THE 30,000 LB FOUR-POST RUNWAY TRACK CONTACT VEHICLE/EQUIPMENT LIFT INCLUDING PURCHASE OF ITEM, DELIVERY AND INSTALLATION

DOT1600000010	<b>Document Phase</b> Final	<b>Document Description</b> EQUIPMENT LIFTS	<b>Page 4</b> of 9
---------------	--------------------------------	--	-----------------------

**GENERAL TERMS AND CONDITIONS:**  
**(Agency Delegated Procurement Only)**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Agency, and approved as to form by the Attorney General's office if required, 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" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation.

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. Notwithstanding the foregoing, the Purchasing Division's signature and approval by the Attorney General's office as to form may not be required on a Purchase Order for certain agency delegated purchases.

2.6 "Solicitation" means the official solicitation issued by the Agency.

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. **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.

4. **NOTICE TO PROCEED:** The Vendor shall begin performance of this Contract immediately upon receiving notice to proceed. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.

5. **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 a 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.

6. **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

DOT160000010	<b>Document Phase</b> Final	<b>Document Description</b> EQUIPMENT LIFTS	<b>Page 5</b> of 9
--------------	--------------------------------	--	-----------------------

alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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."

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

**13. 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.

**14. 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.

**15. 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.

**16. 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 (or to the Agency handling the solicitation for agency delegated purchases) 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.

**17. 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.

**18. CANCELLATION:** The State 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.

**19. 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.

DOT160000010	<b>Document Phase</b> Final	<b>Document Description</b> EQUIPMENT LIFTS	<b>Page 6</b> of 9
--------------	--------------------------------	--	-----------------------

20. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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. Notwithstanding the foregoing, Purchasing Division and Attorney General approval may or may not be required on certain agency delegated or exempt purchases. In the event that Purchasing Division approval is not required, change orders will be received from the Agency.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **[RESERVED]**

DOT160000010	<b>Document Phase</b> Final	<b>Document Description</b> EQUIPMENT LIFTS	<b>Page 7</b> of 9
--------------	--------------------------------	--	-----------------------

33. **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>.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent

DOT1600000010	<b>Document Phase</b> Final	<b>Document Description</b> EQUIPMENT LIFTS	<b>Page 8</b> of 9
---------------	--------------------------------	--	-----------------------

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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.



DOT1600000010	Document Phase Final	Document Description EQUIPMENT LIFTS	Page 9 of 9
---------------	-------------------------	---	----------------

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 of such operations, from steel made by the open hearth, 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.

**45. 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.

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS  
(Agency Delegated Procurements Only)**

**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. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

**4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

**5. 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.

**6. ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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.

**7. 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.

**8. 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.

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

**10. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**12. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**13. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

**14. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

**15. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**GENERAL TERMS AND CONDITIONS:  
(Agency Delegated Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.**

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** 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 contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "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. Any request for renewal should be submitted to the Agency 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 or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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 a 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 Agency 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 100% Purchase Amount. The performance bond must be 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 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.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

- 
- 
- 
- 
- 

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 Agency.

- 
- 
- 
-





**17. 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.

**18. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**19. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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 and any other government agency or office that may be required to approve such assignments.

**25. 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.

**26. 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.

**27. 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.

**28. PRIVACY, SECURITY, AND 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>.

**29. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**30. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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 Agency to verify that the Vendor is licensed and in good standing with the above entities.

**31. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document 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.

**32. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**38. 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](mailto:purchasing.requisitions@wv.gov).

**39. 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.

**40. 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:

c. 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

d. 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.

**41. 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.

- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**5. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

a. Required Information. The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable

b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending

Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.



**6. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Jeffords Corporation

Contractor's License No. WV002496

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drugfree workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:  
(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV002496

**Classification:**

SPECIALTY

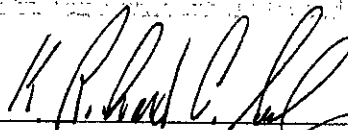
JEFFERDS CORPORATION  
DBA JEFFERDS CORPORATION  
PO BOX 757  
SAINT ALBANS, WV 25177-0757

**Date Issued**

**Expiration Date**

AUGUST 29, 2015

AUGUST 29, 2016



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

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 exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that 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: JEFFERDS CORPORATION

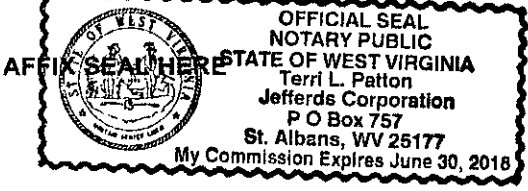
Authorized Signature: [Signature] Date: 1-8-16

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 8 day of January, 2016

My Commission expires 6-30, 2018.



NOTARY PUBLIC [Signature]

# 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 Vendor Preference, if applicable.

- 1  **Application is made for 2.5% 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% 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% 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% 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% 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% 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: JEFFERDS CORPORATION Signed: [Signature]  
Date: 1/8/16 Title: VP, TR, CHAIRMAN

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Jeffords Collocation  
(Company)

  
(Authorized Signature) (Representative Name, Title)

304-755-8111 304-755-7544 1/8/16  
(Phone Number) (Fax Number) (Date)

*Jefferds Corporation*

Item #	Vehicle/Equipment Lift Description	Unit of Measure	Quantity	Cost per Each	Extended Cost
1	18,000 lb. Two-Post Surface Mounted Frame Contact Vehicle/Equipment Lift including purchase of item, delivery and installation	ea	2	\$19,358.00	\$38,716.00
2	30,000 lb. Four-Post Runway Track Contact Vehicle/Equipment Lift including purchase of item, delivery and installation	ea	1	\$21,975.00	\$21,975.00
3	Heavy Duty Rolling Jack to be used with the 30,000 lb. Four-Post Runway Track Contact Vehicle/Equipment Lift including purchase of item, delivery and installation	ea	2	\$4,567.00	\$9,134.00
	Grand Total				\$69,825.00



**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" 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.

Jefferts Corporation  
Company

[Signature]  
Authorized Signature

1/8/16  
Date

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

From:

01/11/2016 16:17

#019 P.027/028

### ADDENDUM ACKNOWLEDGEMENT FORM

#### SOLICITATION NO.: ARFQ DOT16\*10 EQUIPMENT LIFT

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input checked="" 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.

Safford Corporation  
Company

[Signature]  
Authorized Signature

1/11/16  
Date

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



## HEAVY DUTY TWO-POST SYMMETRIC LIFTS

### SYMMETRIC LIFTS WIDER DRIVE THRU FOR TRUCKS AND VANS

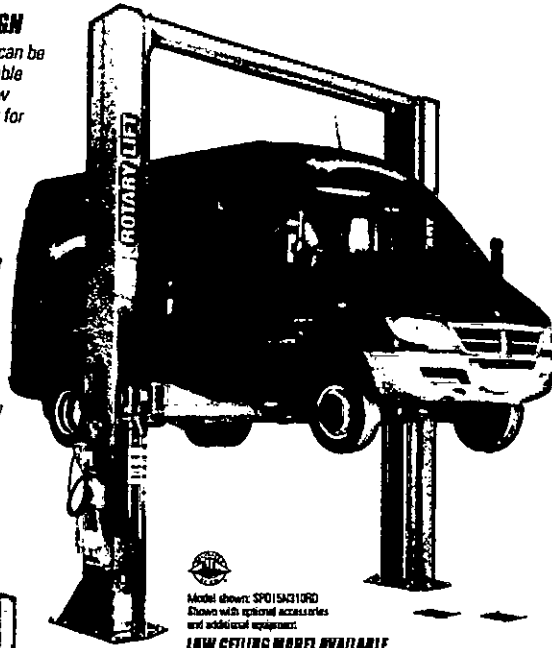
#### FRAME ENGAGING SYMMETRICAL DESIGN

All of Rotary's industry-leading light duty features can be found on our heavy duty two-post lifts. With available capacities up to 18,000 pounds and options like low ceiling models, you can rest assured we have a lift for your heavy duty job.

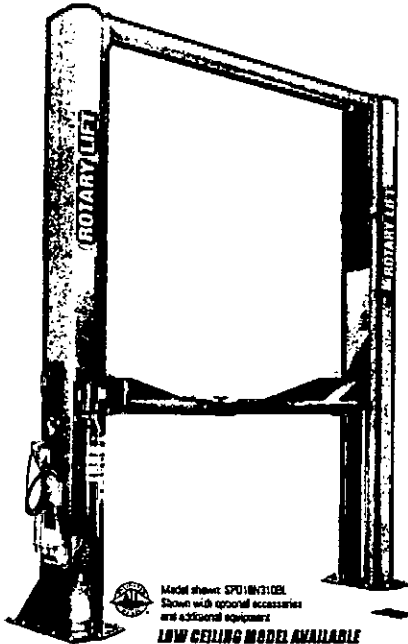
### SPO15 15,000 LBS. CAPACITY VERSATILE SUPER DUTY LIFT

The Rotary SPO15; trust the industry standard symmetrical 15,000 lbs. two post lift.

- Air operated single point lock release
- Stackable thread up adapters make contact to the vehicle quick and easy
- Original "Double S" column design
- The locking system engages every 4" and is fully accessible for maintenance
- Overhead height adjustments available
- ALI Gold Certified



Model shown: SPO15A210RD  
Shown with optional accessories and additional equipment.  
**LOW CEILING MODEL AVAILABLE**



Model shown: SPO18N310SL  
Shown with optional accessories and additional equipment.  
**LOW CEILING MODEL AVAILABLE**

### SPO18 18,000 LBS. CAPACITY SERVICE FLEET LINES and MORE

The Rotary SPO18 sets the mark for reliability and quality in heavy duty lifts.

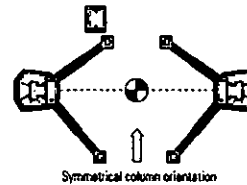
- Air operated single point lock release
- Original "Double S" column design
- Contains arm restraints in all arms
- Overhead height adjustments available
- Thread up adapters for easy vehicle contact
- Comes with (6) additional adapters for an additional 10" of reach
- ALI Gold Certified

Five position wheel spotting dishes come standard on all SPO Series Heavy Duty Lifts



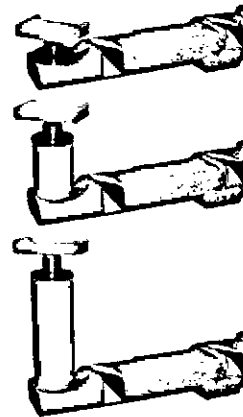
#### True Symmetrical Lifts

Columns are not rotated creating greater width between columns. This accommodates larger vehicles and improves vehicle access. This allows maximum door opening on trucks and vans improving access to vehicle interior.



Symmetrical column orientation  
Vehicle load is centered between the columns to maximize lifting capacity

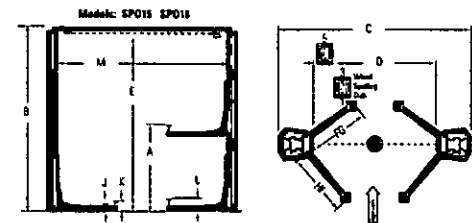
#### SYMMETRIC HEAVY DUTY SPO SERIES LIFTS FEATURE THREAD-UP ADAPTERS FOR EASY VEHICLE CONTACT



Lightweight, ultra-strong 10" and 5" aluminum stackable adapters come standard on 15,000 and 18,000 lbs. capacity lifts.

### LIFT SPECIFICATIONS 15,000 lbs. / 18,000 lbs. CAPACITIES

Model:	SPO15	SPO18
A. Rise*	76 7/8" / 86 7/8" (1953-2257mm)	76 7/8" / 86 7/8" (1953-2257mm)
Height Overall:	15' / 15' 6" (4572-4724mm)	15' / 15' 6" (4572-4724mm)
B. Standard Adjustments	16" / 16' 6" (4077-5029mm)	16" / 16' 6" (4077-5029mm)
Low Ceiling (LC)	13' 6" / 14' 6" (4115-4428mm)	13' 6" / 14' 6" (4115-4428mm)
C. Width Overall** (outside of base plate)	12' 11" (3937mm)	12' 11" (3937mm)
D. Drive-Thru Clearance	101 1/2" (2578mm)	101 1/2" (2578mm)
E. Floor To Overhead Switch	14' 5" - 15' 11" (4334-4851mm)	14' 5" - 15' 11" (4334-4851mm)
F. Reach (front arm min.)	38 1/2" (978mm)	38 1/2" (978mm)
G. Reach (front arm max.)	62" (1574mm)	62" (1574mm)
H. Reach (rear arm min.)	38 1/2" (978mm)	38 1/2" (978mm)
L. Reach (rear arm max.)	62" (1574mm)	62" (1574mm)
J. Min. Adapter Height	5 3/4" - 7 1/2" (146-190mm)	5 3/4" - 7 1/2" (146-190mm)
K. Low Step Height	10 3/4" - 12 1/2" (273-318mm)	10 3/4" - 12 1/2" (273-318mm)
L. High Step Height	15 3/4" - 17 1/2" (400-445mm)	15 3/4" - 17 1/2" (400-445mm)
M. Inside Columns	120 1/4" (3054mm)	120 1/4" (3054mm)
Lifting Capacity	15,000 lbs. (6804kg)	18,000 lbs. (8163kg)
Motors / Voltage***	2 HP / 208V-230V	2 HP / 208V-230V
Time of Full Rise	85 seconds	85 seconds
Ceiling Height Required:		
Standard	15' 1" min (4597mm)	15' 1" min (4597mm)
Low Ceiling (LC)	13' 7" min (4140mm)	13' 7" min (4140mm)
Max Load (per arm)	3,750 lbs. (1702kg)	4,500 lbs. (2041kg)
Min. Bay Size	15' x 30' (4572 x 9144mm)	15' x 30' (4572 x 9144mm)



\* Rise is measured from floor to adapter in highest position.  
On standard height models, cylinder height is higher than overall height.

\*\* Overall height and width reflect standard settings. Alternate settings may be available, refer to installation instruction manual or consult factory for details.

\*\*\* Optional 3-phase electrical available

Standard color of lifts are blue and red unless otherwise noted. Gray and black are available at no additional charge. Additional colors are available, consult your Rotary representative for details.

RAL5005 RAL3007  
RAL7040 RAL3005



# OPTIONAL LIFT ACCESSORIES

Increase bay productivity with these two-post lift accessories

### FA Flip-Up Adapter for 3-Stage TRIO™ Arms

Standard three-position flip-up adapter is perfect for quick positioning on a variety of pick-up points.



**KIT #T100274** for 10,000 lbs. (4536kg) capacity lifts

### RA Adapter for 3-Stage TRIO™ Arms

**KIT #T100272** Set of four (4) FJ6219 polymer pad round adapters. 10,000 lbs. (4536kg) capacity adapters thread-up to allow protection of the vehicle underbody components or undercoating for no metal to metal contact. For use when lifting unibody construction vehicles. Also available for use with stackable inserts.



**#FJ6219**

### RA Adapter for Conventional 3-Stage Arms

Set of four (4) FJ6202 polymer pad round adapters. **KIT #FJ6225** for 10,000 lbs. (4536kg) capacity lifts

### TA Thread-Up Adapter for 3-Stage TRIO™ Arms

Auxiliary adjustable thread-up truck adapter with rubber pads allow for protection of underbody vehicle components or undercoating. For raising certain vans or pickups. Also available for use with stackable inserts.



**#T110564**

**KIT #T100273** includes (4) T110564 adapters. Required use when lifting trucks and other frame vehicles. For 10,000 lbs. (4536kg) capacity lifts

### TA Thread-Up for Conventional 3-Stage Arms

Auxiliary adjustable thread-up adapter with rubber pads. **KIT #FJ6197** includes (4) FJ6214 adapters for 10,000 lbs. (4536kg) capacity lifts

### Adapter Extensions

Provides additional lifting height when vehicles require additional clearance or use on front or rear to level vehicle on lift. Includes four 3 1/2" (89mm) and four 5" (127mm) adapter extensions, mounting rack and hardware.

Adapter kit **#T100271** fits TRIO models SPOA10 RA / TA

Adapter kit **#FJ7080BK** fits models SPO10 RA / TA and SPO12TA



### Adapter and Mounting Rack

Required for raising minivans with running boards. Includes four adapters, mounting rack and hardware.

- Adjustable range provides 4 7/8" (124mm) to 6 3/4" (171mm) additional height
- Capacity 1,750 lbs. (794kg) per adapter
- Rubber contact surface protects undercoated surfaces

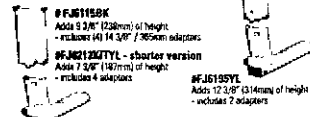


**#FJ6170BK**

### Auxiliary Adapters

Auxiliary adapters for use when raising certain vans or pickups. Includes four adapters, mounting rack and hardware.

- 2,500 lbs. (1134kg) capacity per adapter
- Adds 14 3/8" to 17 3/8" of additional overall adapter height (365 - 441mm)



**#FJ6115BK**

Adds 9 3/8" (238mm) of height - includes (4) 14 3/8" / 365mm adapters

**#FJ6119GYL** - shorter version

Adds 7 5/8" (193mm) of height - includes 4 adapters

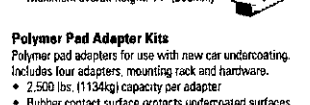
**#FJ6159YL**

Adds 12 3/8" (314mm) of height - includes 2 adapters

### Extended Height Adapter

Required to lift 1988 or newer General Motors® GMT400 pickup trucks. Includes four adapters, mounting rack and hardware.

- Capacity 2,500 lbs. (1134kg) maximum per adapter
- Maximum overall height: 14" (356mm)



**#FJ6118BK**

### Polymer Pad Adapter Kits

Polymer pad adapters for use with new car undercoating. Includes four adapters, mounting rack and hardware.

- 2,500 lbs. (1134kg) capacity per adapter
- Rubber contact surface protects undercoated surfaces



**#FJ6196BK**

(Adds 1/2" / 12mm)

**#FJ6190YL**

(Adds 1" / 25mm)

**#FJ6138BK**

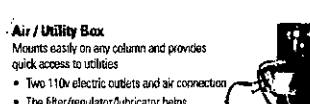
(Adds 2 1/2" / 63mm)

### Adapters and Organizer Rack

Accommodate more vehicles quickly and easily with more adapters plus keep them organized.

- Four FJ696, four FJ697 and four FJ698 adapters
- Two piece column or wall-mounted adapter organizer rack (FJ6108)

Also available in different configurations. **CONSULT FACTORY FOR OPTIONS**

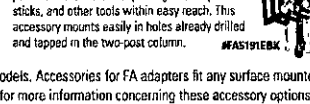


**#FJ6108BK**

### Air / Utility Box

Mounts easily on any column and provides quick access to utilities

- Two 110v electric outlets and air connection
- The filter/regulator/lubricator helps extend the life of your air tools



**#FA591BK**

### Tool Holder

To keep tools handy for the technician, this patented tool holder keeps air guns, torque sticks, and other tools within easy reach. This accessory mounts easily in holes already drilled and tapped in the two-post column.



**#FA5191BK**

### Extended Height Kits

Raise the overhead clearance on 10,000 and 12,000 lbs. capacity two-post lifts to service more vehicles at a comfortable working height. Kit includes column extensions and hardware.

**CONSULT FACTORY FOR OPTIONS**

### Jack Stands / 4,000 lbs. CAPACITY

The lift certified RS4 jack stand provides added assurance of vehicle lift safety. Maximum height: 84" (2133mm) Minimum height: 55 1/2" (1410mm) Fine thread-up height: 1 5/8" to 7 1/8" (41mm to 181mm)



### MW-200 Tire Lift

200 lbs. capacity air operated tire and wheel lift. Provides maneuverability and adjustable lifting and lowering speeds.

- Quick transfers to tire balancers
- Easy positioning of the tire / wheel
- Includes air hose and auxiliary air tool connection



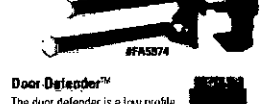
### MW-500

500 lbs. capacity model available

### Wheel Wing™ Tire Arm

Handy for tire rotations and brake jobs, the 100 lbs. capacity Wheel Wing tire arm mounts easily on any column arm and holds a tire at lift arm height. Folds away when not in use.

- Adjustable to fit various lift arms
- Includes set of 2 arms, 2 magnetic lug nut dishes, struts



**#FA5874**

### Door Defender™

The door defender is a low profile solid rubber guard designed to fit over the two-post lift carriage. Allows technicians to easily enter and exit the vehicle without vehicle damage. Includes one (1) padded defender, and adhesive.



**#A821**

### Column Base Plate Cover

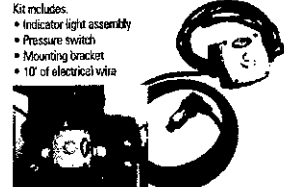
Refresh your shop's appearance with a unique accessory from Rotary Lift designed to cover the base plates on popular two-post lift models. Keep mounting hardware hidden, safely enclosed and protected. Base plate covers fit standard Rotary Lift SPOA10, SPOA9 and SPOA7 (200 series and above) lifts.



**#N339**

### Lock Light™ - patent pending

Provides an instant green light visual confirmation when lift is lowered to its locks. Compatible with most surface and high-pressure lifts that use an electric/hydraulic power unit providing an unused pressure port is available.

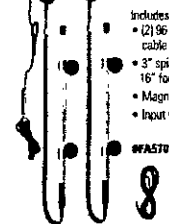


**#FA834 / 110V**

**#FA835 / 220V**

### TECH LIGHT™ Line Light 2

Attach the 2 ultra slim light wands to columns for effective, efficient 2-post lighting where you need it. Supplied with 4 magnetic clips for easy positioning.



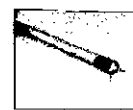
- Includes:
  - (2) 96 LED lights with 25' of cable and 25W power supply
  - 3" spiral cords - stretches to 16" for placement under vehicle
  - Magnetic junction box
  - Input voltage 100-240 V AC

**#FA5701**

### TECH LIGHT™ Line Light R

Rechargeable LED inspection hand lamp with top spot light. Supplied with flexible suspension clips holder with both hook and magnet for positioning the light exactly where you need it.

- Additional suspension solutions available as accessories.
  - 180 lumen in main light operates for up to 3 hours
  - 120 lumen in spot light operates for up to 6 hours
  - 4 hour charging time



**#FA5702**

## TWO-POST STANDARD / OPTIONAL LIFT FEATURES

FEATURE	Standard Feature	Optional Feature	AT07 7,000 lbs.	SPOA7 7,000 lbs.	SPO10 10,000 lbs.	SPOA10 10,000 lbs.	SPO12 12,000 lbs.	SPO15 15,000 lbs.	SPO18 18,000 lbs.
Lift column design			Asymmetric	Asymmetric	Symmetric	Asymmetric	Symmetric	Symmetric	Symmetric
ALL Certified			●	●	●	●	●	●	●
Surface mounted models			●	●	●	●	●	●	●
SHOCKWAVE™ Equipped models			N/A	○	○	○	○	N/A	N/A
3-stage TRIO™ arms			N/A	N/A	N/A	●	N/A	N/A	N/A
Conventional 3-stage arms			N/A	N/A	○	N/A	●	N/A	N/A
Multiple contact / adapter options			○	N/A	○	○	N/A	N/A	N/A
3-phase power units			○	○	○	○	○	○	○
Single point lock release			●	●	●	●	●	●	●
Multi-position locking systems			●	●	●	●	●	●	●
Original single piece "Double S" column construction			N/A	●	●	●	●	●	●
Hydraulic cylinders in each column			●	●	●	●	●	●	●
Overhead cables / clear floor design			●	●	●	●	●	●	●
Seismic rated column baseplate			N/A	○	○	○	N/A	N/A	N/A
Adjustable narrow column width			N/A	N/A	○	○	N/A	N/A	N/A
Adjustable wider column width			N/A	N/A	N/A	N/A	○	N/A	N/A
Extended higher rise option			N/A	N/A	○	○	○	N/A	N/A
Extended overhead height options			N/A	N/A	○	○	○	N/A	N/A
Low ceiling model available			N/A	N/A	N/A	N/A	○	○	○
Automatic arm restraints			●	●	●	●	●	●	●
Overhead padded switch bar			●	●	●	●	●	●	●
Multi-position wheel spotting dish			●	●	●	●	●	●	●

Accessories shown may be used with most frame contact models. Accessories for FA adapters fit any surface mounted, frame engaging Rotary Lift manufactured since October of 1973. Consult your Rotary Authorized Distributor for more information concerning these accessory options.

## SM18 Heavy Duty Four-Post Lift

18,000 lbs. CAPACITY

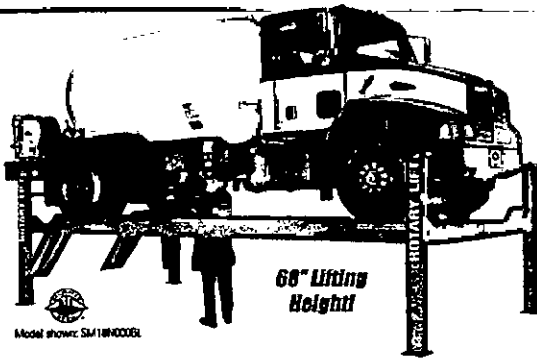
SERVICE CARS, VANS AND  
COMMERCIAL VEHICLES WITH EASE

Easily converts to a Drive-Thru Lift!

### 18,000 lb. Drive-On Four-Post Lifts

Heavy Duty Drive-On Four Post Lifts*	SM18H00BL SM18H00RD	SM18H01BL SM18H01RD
Capacity	18,000 lbs.	
Rise	68"	
Maximum Wheelbase	194"	230"
Overall Length	22' 11-3/16"	25' 11-3/16"
Overall Width	11' 5-3/4"	
Drive-thru Width	10' - 1/8"	
Motor/Voltage	2 HP, 208-230v, 1Ø	
Min. Bay Size	16' x 27'	16' x 30'

\*BL = Blue and RD = Red



Model shown: SM18H00BL



Model shown: RJ5000Y-18K

### SM18 Four Post Features:

- Patented dual function Sentinel Lock™ System
- Single point air-lock release
- Hydraulic cylinder located under runway
- Adjustable lock bar - runways are level at any lock position
- Power unit on front column
- Multiple runway lengths
- Air / Filter / Lubricator
- Optional Internal airline kit
- ALI Certified

## SM30 Heavy Duty Four-Post Lift

30,000 lbs. CAPACITY

SERVICE A VARIETY OF VEHICLES  
WITH MAXIMUM PRODUCTIVITY

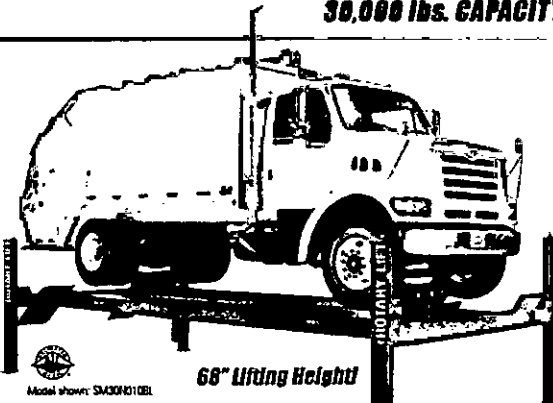
Easily converts to a Drive-Thru Lift!

### 30,000 lb. Drive-On Four-Post Lifts

Heavy Duty Drive-On Four Post Lifts*	SM30H010BL SM30H010RD	SM30H011BL SM30H011RD	SM30H017BL SM30H012RD
Capacity	30,000 lbs.**		
Rise	68"		
Max Wheelbase	235"	271.2"	307"
Overall Length	25' 8-1/8"	28' 8-1/8"	31' 8-1/8"
Overall Width	12' 4-13/16"		
Drive-thru Width	11' 13"		
Motor/Voltage	4 HP, 208-230v, 1Ø		
Min. Bay Size	16' x 30'	16' x 33'	16' x 36'

\*BL = Blue and RD = Red

Service a wheelbase range up to 307"



Model shown: SM30H010BL



Model shown: RJ150BK

### SM30 Four Post Features:

- Patented dual function Sentinel Lock™ System
- Single point air-lock release
- Hydraulic cylinder located under runway
- Adjustable lock bar - runways are level at any lock position
- Internal airline kit
- Air / Filter / Lubricator
- Multiple runway lengths
- ALI Certified

## MACH™ Series Mobile Column Lifts

### MCH13 13,000 lbs. Capacity

EASY TO USE!

- Exclusive intuitive control console - lift is controlled from any column
- Lifts with two, four or six columns at multiple capacities
- Easily adjusts to accommodate a variety of tire sizes
- Inverted, concealed hydraulic cylinder
- Surface mounted and portable - no excavation or site preparation
- Battery operated with an onboard charger that uses only 110v electricity to charge - no power cords to clutter service bays
- Automatic steering / braking system



MCH13  
4 Column Configuration  
52,000 lbs. CAPACITY

Model shown: MCH13U1A00RDYL



Model shown: MCH213U1A00RDYL  
with M14079 Truck Frame Kit  
12,000 lbs. capacity

MCH213  
2 Column Configuration  
12,000 lbs. CAPACITY

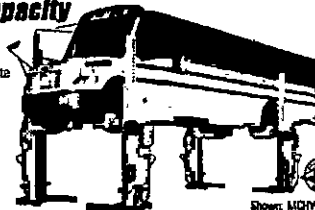
	13,000 lb. MOBILE COLUMN LIFT		
	MCH213 2 COLUMN CONFIGURATION #MCH213U1A00RDYL	MCH413 4 COLUMN CONFIGURATION #MCH413U1A00RDYL	MCH613 6 COLUMN CONFIGURATION #MCH613U1A00RDYL
Capacity	12,000 lbs.*	52,000 lbs.	78,000 lbs.
Rise	68" (1750mm)		
Lifting cycles	12-14 per charge at full capacity		
Column width	43" (1092mm)		
Approximate tire size	9" to 24" (229 - 610mm) truck road tires		
Clearance-fork to column	10" (254mm)		
Speed of rise	68 seconds		
Charging voltage	110v-240v / 50/60Hz charger**		
Battery type	NG - 24 (2 per column)		

\* Cell factory for alternate voltage \*\* 5,800 lbs. capacity per column with M14079 Frame Kit  
\*\* Size down to 12" with optional reducer sleeves \*\*\* Batteries not included - requires 2 per column

### Additional Products Available from RotaryLift

#### MCH18 Mobile Column Lift 18,000 lbs. Capacity

- Battery operated with onboard 110v charger
- Patented controls - operate from any column
- Wireless column communication available - no cords to clutter bays
- Two, four, six or eight column configurations accommodate passenger vehicles and heavy duty trucks up to 144,000 pounds
- ALI Gold Certified

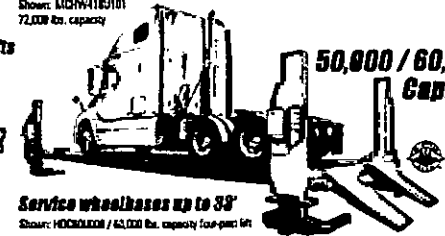


Model shown: MCH18U101  
72,000 lbs. capacity

Faster and easier to use  
than similar competitor's lifts

#### HDC 50/60 Four-Post Drive-On Lift

- Battery operated with onboard 110v charger
- Available in two capacities and lengths
- Patented controls - operate from any column
- ALI Gold Certified

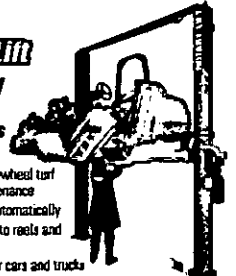


Model shown: HDC50BL / 62,000 lbs. capacity four-post lift

#### TLO7 Two-Post Lift 7,000 lbs. Capacity

Symmetrical two-post lift  
designed to lift turf vehicles  
for maintenance repair.

- Accommodates both three and four-wheel turf equipment and also golf cart maintenance
- Wheel engaging - chocks wheels automatically
- Unique design permits easy access to rails and hydraulic systems
- Easily be converted to lift passenger cars and trucks



Model shown: TLO7H50BL  
7,000 lbs. capacity

50,000 / 60,000 lb.  
Capacities

Sealed Bid 1/11/16

ARFQ 0803 007 16 000000 10.4

TO WVDOT  
 Bldg 5 RM A-220  
 1900 Kan Blvd E  
 Charleston WV 25302  
 Bid Date 1/11/16  
 13:30:00  
 RETURN POSTAGE GUARANTEED

---

**JEFFERDS CORPORATION**  
 652 Winfield Rd, P.O. Box 757  
 ST. ALBANS, WEST VIRGINIA 25177

RECEIVED  
 JAN 08 2016  
 FINANCE DIVISION  
 KW

Sealed Bid 1/11/16

Bid Date 1/11/16  
 Time 13:30:00

Sealed Bid 1/11/16

Sealed Bid    Open Date    1/11/16