



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

Request for Quotation

RFQ NUMBER
ABC64

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY 804-558-8801

VENDOR

*709035519 304-755-8111
 JEFFERDS CORPORATION
 PO BOX 757US ROUTE 35 WEST

 ST ALBANS WV 25177

SHIP TO

ALCOHOL BEVERAGE CONTROL
 COMMISSION
 322 70TH STREET, S.E.

 CHARLESTON, WV
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/11/2008	NET 10	Jefferts Corp.	DESTINATION	Prepaid

BID OPENING DATE: 12/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS AND CONCERNS RAISED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 12/09/2008.						
ATTACHMENT: QUESTIONS AND RESPONSES						
THE BID OPENING REMAINS: 12/23/2008						
PLEASE SUBMIT THE ADDENDUM ACKNOWLEDGEMENT WITH BID.						
0001	2	EA		560-75	\$ 23,424.00	\$ 46,848.00
TRUCKS, FORK LIFT						
EXHIBIT 10						
REQUISITION NO.: ABC64						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1						
NO. 2						
NO. 3						

RECEIVED
 08 DEC 23 PM 1:18
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Monkey R Barnett</i>	304-755-8111	12/23/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
SALES Rep.	55-0336065		

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Purchasing Division
 2019 Washington Street East
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY
304-558-8801

PHOTOCOPIED

*709035519 304-755-8111
 JEFFERDS CORPORATION
 PO BOX 757US ROUTE 35 WEST

 ST ALBANS WV 25177

SHIP TO

ALCOHOL BEVERAGE CONTROL
 COMMISSION
 322 70TH STREET, S.E.

 CHARLESTON, WV
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/11/2008	NET 10	Jefferd's Corp.	DESTINATION	Prepaid

BID OPENING DATE: 12/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: right;"> <i>Monty R. Barnett</i> SIGNATURE <i>Jefferd's Corp.</i> COMPANY <i>12/23/08</i> DATE </p>						
	REV. 11/96					
----- END OF ADDENDUM NO. 1 -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Monty R. Barnett</i>	TELEPHONE 304-755-8111	DATE 12/23/08
TITLE Sales Rep.	FEIN 55-0336065	ADDRESS CHANGES TO BE NOTED ABOVE

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

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ABC64 Addendum No. 1

Question:

Komatsu offers 2 engines for this unit: the K21 model, which is 2.1L and 55HP; or the K25 model, which is 2.5L and 60HP. Your specs said at least 2.2L-should I quote the K25 model which is 2.5L?

Response:

YES, QUOTE THE 2.5L MODEL K25.

Questions:

Do you need a LPG tank quoted with unit (33# aluminum)?

Response:

No LPG TANK IS NEEDED.

Question:

Do you need a strobe light and backup alarm quoted with unit?

Response:

YES, BOTH SHOULD BE QUOTED.

Question:

Komatsu's standard mast has a maximum fork height of 188.5". Is this close enough to stated spec of 189", or do I need to quote the next highest fork height mast of 198.5"?

Response:

THE 188.5" FORK HEIGHT IS FINE FOR THIS APPLICATION.

Question:

Basic load capacity of standard Komatsu Model#FG25ST-16 or Model#FG25SHT-16 is 5000lbs.If equipped with 3-stage 188.5" mast and integral sideshift-rated capacity goes to 4800lbs.Is this sufficient to meet specs?

Response:

YES, IT IS SUFFICIENT.

NOTE: All manufacturers forklifts derate from stated basic capacity with addition of 3-stage mast and sideshift.

Question:

We will be quoting unit with integral sideshift rather than hang-on sideshift. Integral unit gives more derated capacity than hang-on sideshift (4800lbs vs 4650lbs). Will this be alright?

Response:

YES, THE INTEGRAL SIDESHIFT WILL BE FINE.

Question:

First, is the engine size. The bid lists "at least 2.2 Liter." Currently, the standard Komatsu equivalent is 2.1 Liters. There is a 2.5 Liter engine available, but would like to have clarification on whether or not this is a "requirement."

Response:

Quote the 2.5LT engine

Question:

Next is the "maximum fork height needed." Stated in the bid is 189 inches. Currently, the Komatsu equivalent is 188.5 inches. Is this going to be something that would prevent our bid from being accepted?

Response:

The 188.5 inch fork height is fine for this application



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ADDRESS

*709035519 304-755-8111
 JEFFERDS CORPORATION
 PO BOX 757US ROUTE 35 WEST
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ALCOHOL BEVERAGE CONTROL
 COMMISSION
 322 70TH STREET, S.E.
 CHARLESTON, WV
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/25/2008	NET 10	JEFFERDS Corp.	DESTINATION	PREPAID

BID OPENING DATE: 12/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA		560-75	\$23,424. ⁰⁰	\$46,848. ⁰⁰
<p>THE WV PURCHASING DIVISION, FOR THE AGENCY, THE WV ALCOHOL BEVERAGE CONTROL ADMINISTRATION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH TWO (2) LPG POWERED FORK LIFT TRUCKS.</p> <p>INQUIRES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/09/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:</p> <p>SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, E CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: SHELLY.L.MURRAY@WV</p> <p>RECEIVED 08 DEC 11 AM 9:31 PURCHASING DIVISION STATE OF WV</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Marty R. Barnett	TELEPHONE	304-755-8111	DATE	12/5/08
TITLE	SALES REPRESENTATIVE	FEIN	55-0336065	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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11/25/2008	NET 10	JEFFERDS Corp.	DESTINATION	PREPAID

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY / FILE 31</p> <p>RFQ. NO.: ABC64</p> <p>BID OPENING DATE: 12/23/2008</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Anthony R. Barnett</i>	304-755-8111	12/15/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
SALGS REPRESENTATIVE	55-0336065	

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 25304-2900 558-2487

DATE PRINTED 11/25/2008	TERMS OF SALE NET 10	SHIP VIA JEFFERDS CORP	F.O.B. DESTINATION	FREIGHT TERMS DESTINATION
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BID OPENING DATE: 12/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-755-7544						
CONTACT PERSON (PLEASE PRINT CLEARLY): Monty R. BARNETT						
***** THIS IS THE END OF RFQ					ABC64 ***** TOTAL:	\$46,848. ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Monty R. Barnett</i>	TELEPHONE 304-755-8111	DATE 12/5/08
TITLE Sales Representative	FEIN 55-0336065	ADDRESS CHANGES TO BE NOTED ABOVE

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



STATE OF WEST VIRGINIA
DEPARTMENT OF REVENUE
ALCOHOL BEVERAGE CONTROL ADMINISTRATION

322 70th Street, SE
Charleston, West Virginia 25304-2900

JOE MANCHIN III
GOVERNOR

DALLAS S. STAPLES
COMMISSIONER

VIRGIL T. HILTON
CABINET SECRETARY

Specifications For LPG Powered Fork Lift Truck ✓ (2) Units Needed

Unit Should Be Equal To The Toyota Model 8FGCU25 ✓

- ✓ Load Capacity 5000LBS
- ✓ Load Center 24 Inches
- ✓ Powered Propane (LP)
- ✓ Operator Type Sit-Down
- ✓ Tires Cushion - Smooth Tread
- ✓ Mast 3-Stage
- ✓ Maximum Fork Hgt Needed 189 Inches
- ✓ Engine 4-Cylinder (At Least 2.2 Liter)
- ✓ Fork Size At Least 1.50 X 4 X 42"
- ✓ Steering Power
- ✓ Service Break Hydraulic Foot
- ✓ Parking Break Mechanical/Manual Hand
- ✓ Transmission Power Shift Automatic
- ✓ Transmission Speed F/R 1/1
- ✓ Hydraulic Pressure 2250 PSI
- ✓ Mast Tilt Forward/Backward At Least 5 Degrees Forward/Backward
- ✓ Load Back Rest 48 Inches
- ✓ Wheels Front/Rear 2 X 2
- Side Shifting Attachment

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require 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 drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

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

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

LICENSING:


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

CONFIDENTIALITY:

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

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

Vendor's Name: JEFFERDS CORPORATION

Authorized Signature:  Date: 12/5/08

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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: 
 Date: 12/5/08 Title: SA/EC Rep.

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

Jefferds Corporation

CONDITIONS AND TERMS OF SALE

Seller's responsibility ceases as soon as the goods are delivered in good order and condition at the shipping point and a receipt taken from the carrier. Material will be routed over most convenient lines from Seller's shipping point, unless routing is specified elsewhere in this proposal.

Promises of shipments are estimated as closely as possible, but delivery date cannot be guaranteed. No charges for delays or damages to other trades will be made or considered, because of delay in shipment.

Only material as specifically set out in the proposal will be furnished. Reference to plans and specifications is for means of identification only.

Claims for errors must be made in writing immediately on receipt of goods. It is understood that no back charges for labor performed or material furnished by others shall be made to Seller, unless such labor is performed or materials furnished on Seller's written order. No expense incurred by Purchaser in expediting shipments shall be charged to Seller.

Contracts are made and accepted with the distinct understanding that they are not subject to cancellation, and that any cancellation on the part of the Purchaser shall in no way invalidate the right of Seller to collect in full for all materials on which drawings have been started, material in process of manufacture, fabrication, or delivery, or delivered on the work. Expense due to revision of drawings or changes of material after work is started, shall be paid by Purchaser.

Jefferds Corporation will not be held responsible for any modifications of existing buildings or structures unless such work is specifically covered on the face of this contract. Jefferds Corporation will not be responsible for determination of floor capacities, column and beam strengths or other architectural or structural details unless the contract specifically so states.

Where shop drawings, prepared by the seller or firms for which the Seller acts in the capacity of agent, have been approved by the Purchaser, or Purchaser's supervising architect or engineer in charge of work, such approved drawings shall be deemed correct interpretation of all work to be performed or material furnished.

Reasonable doubt of Buyer's financial responsibility shall entitle Seller to stop operations, decline shipment, or stop material in transit without liability until satisfactory credit arrangements have been made.

Unless otherwise noted, prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments. Buyer shall be responsible for all such taxes and shall promptly reimburse Seller for any such taxes paid thereon and save Seller harmless therefrom.

It is agreed that the Seller shall at its option have the right to avail itself of the benefits of the local lien laws.

It is understood and agreed that Jefferds Corporation has the option of furnishing the articles herein enumerated, either from its warehouse or by shipment direct from fabricators and materials houses for which Jefferds Corporation acts as agent, and that upon instruction of Jefferds Corporation, Purchaser will make payments in full accordance with the provisions of this contract to the principal furnishing materials. It is further agreed that the materials of each principal constitute a separate agreement of sale and that payment will not be withheld from any principal because of failure of another to fulfill his contract.

All material will be shipped and billed when fabricated or completed unless deferred shipment is arranged for. Partial invoices shall be paid without waiting for shipment of the balance of the material on the job. When the contract includes the erection of material, the erection portion of the contract may be assigned or subcontracted by Seller. Payment of the balance of the contract price will not be held because of deferred erection unless specific arrangements are covered by the contract.

Purchaser understands and agrees that Jefferds Corporation is the dealer or agent for the manufacturers, fabricators, and materials houses furnishing the articles described herein, and Jefferds Corporation makes no warranty, express or implied which extends beyond the description of the article sold on the face hereof. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS, OF TITLE OR AGAINST INFRINGEMENT. In no event will Jefferds Corporation be liable for consequential or special damages. A description of the warranty of the manufacturer, fabricator or materials house will be furnished to purchaser upon request.

The manufacturer certifies that this unit will meet all current safety regulations and OSHA standards applicable to the manufacture and use of this unit over which the manufacturer has control.

This proposal, when accepted, constitutes the entire contract between the purchaser and Jefferds Corporation, and is intended as a complete and exclusive statement of the terms of their agreement.



JEFFERDS CORPORATION

December 9th, 2008

Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25311

Proposal # 128-0333-21
F.O.B. Delivered
Availability: 12 – 14 weeks

Attn: Ms. Shelly Murray

We propose to furnish the following equipment subject to the terms and conditions attached to this proposal.

Toyota Industrial Equipment

(2) – Two Toyota Industrial Forklift Trucks

- Capacity: 5,000 lbs. at a 24" loadcenter and raised to a maximum fork height of 189" or 4,500 lbs. with sideshifter attachment.
- Maximum fork height: 189"
- Overall lowered height of mast: 83.3"
- Free lift: 57.9"
- Load backrest: 48"
- Tilt (degrees): 6 FWD/ 5 Back
- Forks: 42" pallet
- Engine: 4 cylinder gasoline
- Fuel type: LP Gas
- Safety features: SAS (System of Active Stability)
- Transmission: single speed power shift automatic
- Power steering
- Hydraulic foot service brake
- Lights & alarms: Back-up alarm, amber strobe light
- Attachments: sideshifter
- Warranty: 1 year or 2000 hours on basic truck and 2 years or 4000 hours on drivetrain transmission.

Your Investment Each is: \$ 23,424.00

Your Total Investment for 2 units is: \$ 46,848.00

*This price does include freight.
This price does not include sales tax.*

THANKS FOR THE OPPORTUNITY!

Jefferds Corporation

CONDITIONS AND TERMS OF SALE

Seller's responsibility ceases as soon as the goods are delivered in good order and condition at the shipping point and a receipt taken from the carrier. Material will be routed over most convenient lines from Sellers shipping point, unless routing is specified elsewhere in this proposal.

Promises of shipments are estimated as closely as possible, but delivery date cannot be guaranteed. No charges for delays or damages to other trades will be made or considered, because of delay in shipment.

Only material as specifically set out in the proposal will be furnished. Reference to plans and specifications is for means of identification only.

Claims for errors must be made in writing immediately on receipt of goods. It is understood that no back charges for labor performed or material furnished by others shall be made to Seller, unless such labor is performed or materials furnished on Sellers written order. No expense incurred by Purchaser in expediting shipments shall be charged to Seller.

Contracts are made and accepted with the distinct understanding that they are not subject to cancellation, and that any cancellation on the part of the Purchaser shall in no way invalidate the right of Seller to collect in full for all materials on which drawings have been started, material in process of manufacture, fabrication, or delivery, or delivered on the work. Expense due to revision of drawings or changes of material after work is started, shall be paid by Purchaser.

Jefferds Corporation will not be held responsible for any modifications of existing buildings or structures unless such work is specifically covered on the face of this contract. Jefferds Corporation will not be responsible for determination of floor capacities, column and beam strengths or other architectural or structural details unless the contract specifically so states.

Where shop drawings, prepared by the seller or firms for which the Seller acts in the capacity of agent, have been approved by the Purchaser, or Purchaser's supervising architect or engineer in charge of work, such approved drawings shall be deemed correct interpretation of all work to be performed or material furnished.

Reasonable doubt of Buyer's financial responsibility shall entitle Seller to stop operations, decline shipment, or stop material in transit without liability until satisfactory credit arrangements have been made.

Unless otherwise noted, prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments. Buyer shall be responsible for all such taxes and shall promptly reimburse Seller for any such taxes paid thereon and save Seller harmless therefrom.

It is agreed that the Seller shall at its option have the right to avail itself of the benefits of the local lien laws.

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