



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

State of West Virginia
 Request for Quotation
 13 — Equipment

Proc Folder: 576948

Doc Description: New LPG Powered Sit-Down Counterbalance Forklift Truck

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-05-06	2019-05-20 13:30:00	CRFQ 0214 SUR1900000006	1

BID RECEIVING LOCATION

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

RECEIVED

2019 MAY 20 PM 12:59

WV PURCHASING
 DIVISION

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION:**Central Request for Quotation**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Agency for Surplus Property to establish a contract for the one-time purchase of a new LPG powered sit-down counterbalance Yale forklift truck (OR EQUAL) per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV25064-2236 US		ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV 25064 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Forklifts	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
24101603			

Extended Description :

New, Unused LPG Powered Sit-Down Counterbalance Forklift Truck as per attached specifications.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 05/10/2019 @ 3:00 P.M. EDT

Submit Questions to: Melissa Pettrey, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: melissa.k.pettrey@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Melissa Pettrey, Senior buyer
SOLICITATION NO.: CRFQ SUR1900000006
BID OPENING DATE: 05/20/2019
BID OPENING TIME: 1:30 P.M. EDT
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

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

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 05/20/2019 1:30 A.M. EDT

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

13. 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.

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. 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.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. 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.”

20. 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.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "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 that is published by the Purchasing Division.
 - 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
-
-
-
-

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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 WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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>.

31. 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.

32. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a 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.

34. 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.

35. 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.

36. 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.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.

41. 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.

Revised 01/24/2019

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

42. 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.

43. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

~~Jerry L. Adkins Jr~~ *Jerry L. Adkins Jr* - Contract Admin
(Name, Title)
Jerry L. Adkins Jr - Contract Admin
(Printed Name and Title)
2070 Winfield Rd, St. Albans, WV 25177
(Address)
304-755-8111 / 304-755-7544
(Phone Number) / (Fax Number)
JerryLeeAdkins@jefferds.com
(email address)

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

Jefferds Corporation
(Company)
K. Richard Sinclair, President
(Authorized Signature) (Representative Name, Title)

K. Richard Sinclair - President
(Printed Name and Title of Authorized Representative)

5/20/19
(Date)

304-755-8111 / 304-755-7544
(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION
LPG Powered Sit-Down Counterbalance Forklift Truck**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Agency for Surplus Property to establish a contract for the one-time purchase of a new LPG powered sit-down counterbalance Yale forklift truck Model: GC055SVX, Series C910 (OR EQUAL).
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means a new, unused LPG powered sit-down Yale forklift truck Model: GC055SVX, Series C910 (OR EQUAL) as more fully described by these specifications.
 - 2.2 **“LPG”** means Liquid Propane Gas.
 - 2.3 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.4 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.5 **“WVSASP”** means West Virginia State Agency for Surplus Property.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **One (1) LPG Powered Sit-Down Counterbalance Yale forklift truck Model: GC055SVX, Series C910 (OR EQUAL) according to the following specifications:**
 - 3.1.1.1 Must be Liquid Propane Gas (LPG) powered, 33-pound refillable LPG tank must be supplied.
 - 3.1.1.2 Must have 5,000 lbs. Minimum Load Capacity, and 24” Load Center with the attachments added (3.1.1.12, 3.1.1.19, etc.).
 - 3.1.1.3 Must have 2 Mono Cushion (MC) style Traction Tread Drive Tires with 2 Cushion Smooth Tread rear tires. Wheels 2 Front x 2 Rear.
 - 3.1.1.4 Must include 3-Stage Full Free Lift Mast with a Minimum 5 Degrees Forward and Backward Tilt with a 189” maximum fork height.

REQUEST FOR QUOTATION
LPG Powered Sit-Down Counterbalance Forklift Truck

- 3.1.1.5 Must include 42" Long Class II Hook Type Standard Taper Minimum Length Forks.
 - 3.1.1.6 Must have a 4 Cylinder Engine.
 - 3.1.1.7 Must include Power Steering.
 - 3.1.1.8 Transmission must be Powershift Automatic, Forward and Reverse or equal.
 - 3.1.1.9 Must have a Hydraulic Foot Service Break.
 - 3.1.1.10 Must have a Mechanical/Manual Hand Parking Break.
 - 3.1.1.11 Must include a 36" Minimum Load Back Rest.
 - 3.1.1.12 Must include a Side-Shifter Attachment.
 - 3.1.1.15 Must include a back-up alarm system.
 - 3.1.1.17 Must include front and rear mounted lights.
 - 3.1.1.18 Must include roof mounted strobe light.
 - 3.1.1.19 Must have a Fork Positioner Attachment – 4th lever for expanding and contracting forks.
 - 3.1.1.20 Must be new and unused.
 - 3.1.1.21 Must be delivered to WV State Agency for Surplus Property located at 2700 Charles Avenue, Dunbar WV 25064.
 - 3.1.1.22 Must provide on-site operator training to WVSASP staff (under ten employees, all employees work same shift – 8:30am to 4:30pm).
 - 3.1.1.23 Must have a minimum warranty period of five (5) years (comprehensive extended warranty).
- 3.1.2 Price shall be all inclusive, including delivery, training and warranty.

4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

REQUEST FOR QUOTATION
LPG Powered Sit-Down Counterbalance Forklift Truck

- 4.2 Pricing Page:** Vendor should complete the Pricing Page by entering a lump sum total cost into the commodity line of wvOASIS. If delivering a paper bid, enter the cost into the total bid cost line of Exhibit A – Pricing Page form. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall deliver the Contract Items within sixteen (16) weeks after receiving a purchase order. Contract Items must be delivered to Agency at **West Virginia State Agency for Surplus Property, 2700 Charles Avenue, Dunbar WV 25064**. Vendor must contact Agency Management; Elizabeth Perdue, Mathew Harper or Procurement Officer, Dana S. Hoffman at least five (5) calendar days prior to expected delivery date.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
LPG Powered Sit-Down Counterbalance Forklift Truck

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

EXHIBIT A – PRICING PAGE

REQUEST FOR QUOTATION

LPG Powered Sit-Down Counterbalance Forklift Truck

This is a lump sum bid for, one time purchase of a new LPG powered sit-down counterbalance forklift truck as per specifications.

West Virginia State Agency for Surplus Property
2700 Charles Avenue
Dunbar, WV 25064

Vendor's Company Name: Jefferts Corporation

Vendor's Address: 2070 Winfield Road
St. Albans, WV 25177

Phone Number: 304-755-8111

Fax Number: 304-755-7544

Email Address: Frankie.Ball@Jefferts.com

Total Bid Cost: \$ 29,437.00

\$ Twenty-nine thousand four hundred thirty-seven dollars
(Bid to be written in words and numbers.)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: JEFFERDS CORPORATION

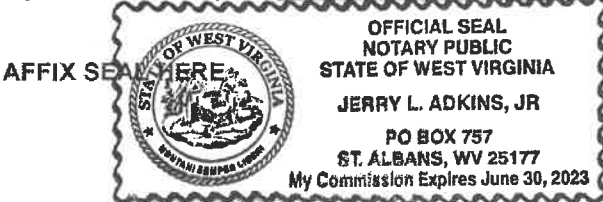
Authorized Signature: [Signature] Date: 5/20/19

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 20th day of May, 2019.

My Commission expires June 30, 2023



NOTARY PUBLIC [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

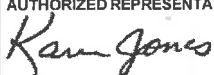
PRODUCER Scott Insurance - Lynchburg 1301 Old Graves Mill Road Lynchburg VA 24502	CONTACT NAME: Susan VanRemortel PHONE (A/C, No, Ext): 434-832-2298 E-MAIL ADDRESS: svanremortel@scottins.com	FAX (A/C, No): 434-455-8834
	INSURER(S) AFFORDING COVERAGE	
INSURED JEFFER1 Jefferds Corporation DBA Homestead Materials Handling Co. DBA Bobcat of Advantage Valley PO Box 757 Saint Albans WV 25177	INSURER A : The Phoenix Insurance Company (A++) NAIC # 25623	
	INSURER B : Travelers Property Casualty Company of America (A+) 25674	
	INSURER C : The Charter Oak Fire Insurance Company (A++) 25615	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 338933248 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		630-3J576918-PHX-19	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-3J627093-19-14-G	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3J677601-18-14	4/1/2019	4/1/2020	EACH OCCURRENCE \$ AGGREGATE \$ 25,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C A	Equipment Dealers Fitr Property-Special			QT-660-5H61050A-TIL-19 630-3J576918-PHX-19	4/1/2019 4/1/2019	4/1/2020 4/1/2020	Blanket Equipment 17,500,000 Blkt Buildings 24,352,576

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an additional insured as respects General Liability, when required by written contract.

CERTIFICATE HOLDER State of West Virginia Dept of Administration Purchasing Division 2019 Washington Street East Charleston WV 25305-0130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

TO : Department of Administration
2019 Washington St E
Charleston , WV 25305

Date : 5/20/2019
Quotation : FB 00104

Attention : Melissa Pettrey



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

(1) Clark S30C 6,000 lb. Capacity, I.C. Cushion Tire Forklift

Actual Capacity, based on quoted specifications – 5,850lbs @ 24” Load Center to 189” MFH

Standard Equipment:

- Single Speed Powershift Transmission
- Force-Cooled Wet Disc Brakes
- Automatically-Applied Parking Brake
- Two Overhead Guard Mounted LED Headlights
- Power Steering
- Tilt Steering Wheel
- Rear Grab Handle with Horn Button
- Steering Wheel Spinner Knob
- Drink Holder
- Convenience Console
- Speed Limiter
- Traction Disable Seat Switch

- Operator Presence System
- Raised Air Intake
- Copper Open-Core Radiator and High Capacity Cooling System
- 5" Color LCD Digital Full Featured Instrument Display with Digital and Audible Warnings of Engine Functions
- Automatic Engine Shutdown System
- Low Fuel Warning
- Automotive Style Fuse Box
- Draw Bar Pin
- Standard Warranty is 1 Year / 2,000 Hours on Basic Truck, 3 Years / 6, 000 Hours on Major Components (See Owner Protection Warranty Certificate for complete details)

Continue to page 2

JEFFERDS CORPORATION

Accepted: _____
CUSTOMER NAME

SALESMAN

ADDRESS

By _____

This proposal is offered for your acceptance within thirty days of date. It shall constitute a contract of sale after being accepted by the buyer and the seller from St. Albans office acknowledges acceptance. Your attention is invited to the "Conditions and Terms of Sale" which are attached hereof and which are a part of this contract.

Engine	FORD 2.5L LPG - Balanced, Multi-port LPG Fuel Injection
Upright Height	Triple Stage MFH 189" OHL 83.3" FL 35.3"
Carriage	41" Wide Hook Type Class III
Sideshifter	41" Class III Fork Positioner with 8" Total Sideshift
Load Backrest	48" High
Forks	42" x 5" x 1.75" Class III
Mast Tilt	5° Back / 6° Forward
Hose Adaptations	Double - 4 Hoses (Internal)
Auxiliary Control Valve	4 Spool Valve, 2 Additional Levers
Drive Tires	Lug Traction Type 21 x 8 x 15
Steer Tires	Smooth Type 16 x 6 x 10.5
Overhead Guard	Standard Height
Seat	Safety Seat - Full Suspension Vinyl
Seat Belt	Orange Seat Belt
Front Work Lights	LED Headlights (OHG Mounted)
Combination Lights	LED Rear Combination Light (Brake, Tail, and Back-up)
Speed Limiter	Maximum Travel Speed
Warning Light	LED Strobe Light (Yellow)
Travel Alarm	Audible Back-Up Alarm
Paint	Clark Green
Warranty	CLARK "Carriage to Counterweight" Warranty - 5 Year / 8,000 Hours (See Owner Protection Warranty Certificate for Details)

Other Clark Equipment

33lb Steel Refillable LP Tank
Convenience Console
Hip Restraints
Rear Handle with Horn Button
Spinner Knob - Steering Wheel
Includes On Site Operator Training for up to 10 employees

TOTAL SALE PRICE.....\$ 29,437.00

FOB : Delivered
TERMS: NET 10 DAYS

THIS PROPOSAL DOES NOT INCLUDE APPLICABLE SALES TAX

**THANK YOU FOR CONSIDERING JEFFERDS CORPORATION FOR YOUR
MATERIAL HANDLING NEEDS!**



Saint Albans

652 Winfield Road
St. Albans, WV 25177
304-755-8111
800-735-8111

Huntington

1025 10th St. West
Huntington, WV
800-735-8111

Parkersburg

514 29th Street
Parkersburg, WV
26101
304-422-6491
800-511-5160

Clarksburg

Stonewood Ind. Park
409 Water Street
Stonewood, WV 26301
304-623-6541
800-300-4020

S SERIES™



CUSHION



S25C

20/25/30/32

Max Load Capacity
4000 / 5000 / 6000 / 6500 lbs.
(2000 / 2500 / 3000 / 3200 kg)

CLARK

S SERIES™

SMART • STRONG • SAFE

Building on over 100 years of lift truck innovations, design and industry firsts. The evolution continues... the CLARK S-Series, the next generation of lift trucks.

• SMART

Our design standards have historically led the industry in innovation and firsts; the S-Series represents the next phase of lift truck design.

- Interactive Dash
- Built-In Reporting of Truck and Operator Performance via Optional Telemetry
- Engine/Powertrain Protection
- Integrated Systematic Service Tools
- On-Board Reporting of Operator Controlled Functions



• STRONG

CLARK trucks are "Built to Last"; from our industrial designs to our legacy Dealers our combined strengths ensure a strong performance to your bottom line and overall lower cost of ownership.

- Force-Cooled Wet Disc Brakes
- Fully Welded Heavy Gauge Frame
- Nested I-Beam Upright
- 6-Roller Carriage
- External Side-Thrust Rollers
- Proven Steer Axles and Cooling Systems

• SAFE

CLARK makes your safety our priority. Safety is and has been a cornerstone of CLARK design standards for over 100 years. Our standards became the industry standards. The S-Series innovates again with standard features including:

- Automatically Applied Parking Brake
- Speed Limit Control
- Increased Visibility
- Optional Rear View Camera
- High-Visibility Orange Seat Belt
- Designed with Optimal Center-of-Gravity to Enhance Truck Stability



SMART • STRONG • SAFE

Operator Comfort and Productivity



- Minimal Vibration and Noise to the Operator via a Balanced Engine and Isolated Transmission
- Adjustable Full-Suspension Seat
- Hood-Mounted Levers with Low Input Force
- Large Floor Board Improves Leg Room and Boot Clearance
- Small Diameter Steering Wheel with Low Steering Effort
- Reduced Brake and Inching Pedal Effort
- Steering Column Adjustable Tilt Range of 30°
- Optimized Step Height

Smart Dash



- 5" Color LCD Display
- On-Board Diagnostics
- CANbus Communication
- Password Protected Engine Start Through Dash
- Powertrain Protection Monitoring System

S SERIES™



Low Cost of Ownership



- 500 Hour Oil Service Interval on Ford Engines
- 2,000 Hour Oil Service Interval on Transmission (for General Warehouse Applications)
- Optimized Hydraulic Operating Pressure Reduces Fuel Consumption
- Separate Transmission and Axle Simplify Servicing
- Open Core Radiator is Standard
- Engine Efficiency/Performance Reduces Fuel Consumption
- Force Cooled Wet Disc Brakes

High Performance Engine



FORD 2.5L LPG Tier-4

- Balanced Engine
- 4-Cylinder Dual Overhead Cam Design
- VVT (Variable Valve Timing)
- Sequential Multi-Port Fuel Injection
- Timing Chain-Driven Camshaft
- Automatic Belt Tensioners

SMART • STRONG • SAFE

Upright Table

Maximum Fork Height	Overall Height ¹		Free Lift ³		Standard Tilt Spec ² B°/F°	
	in	mm	in	mm		
S20/25/30C Standard						
83	2120	60.0	1525	4.3	110	6/10
117	2980	77.0	1955	4.3	110	8/10
• 130	3300	83.3	2115	4.3	110	10/8
138	3500	88.8	2255	4.3	110	10/8
147	3725	94.7	2405	4.3	110	10/8
152	3860	97.6	2480	4.3	110	10/8
164	4165	108.3	2750	4.3	110	5/6
172	4380	116.1	2950	4.3	110	5/6
182	4620	125.2	3180	4.3	110	5/6
204	5170	135.6	3445	4.3	110	5/3

S32C Standard						
112	2845	77.0	1955	4.5	115	8/10
125	3165	83.3	2115	4.5	115	10/8
• 132	3365	88.8	2255	4.5	115	10/8
141	3590	94.7	2405	4.5	115	10/8
147	3725	97.6	2480	4.5	115	10/8
159	4030	108.3	2750	4.5	115	5/6

S20/25/30C Triple Stage³						
170	4320	77.0	1955	29.0	736	5/6
177	4500	79.3	2015	31.3	796	5/6
• 189	4800	83.3	2115	35.3	896	5/6
205	5210	88.8	2255	40.8	1036	5/3
217	5520	94.7	2405	46.7	1186	5/3
226	5740	97.6	2480	49.6	1261	5/3
240	6100	103.9	2640	55.9	1421	5/3
251	6370	108.3	2750	60.3	1531	3/3
269	6830	116.1	2950	68.1	1731	3/3
288	7315	125.2	3180	77.2	1961	3/3

S20/25C						
• 163	4140	77.0	1955	29.0	736	5/6
182	4620	83.3	2115	35.3	896	5/6
198	5030	88.8	2255	40.8	1036	5/3
210	5340	94.7	2405	46.7	1186	5/3
219	5560	97.6	2480	49.6	1261	5/3
244	6190	108.3	2750	60.3	1531	5/3

S20/25C						
115	2935	77.0	1955	29.0	736	5/6
128	3255	83.3	2115	35.3	896	5/6
• 139	3530	88.8	2255	40.8	1036	5/6
148	3760	94.7	2405	46.7	1186	5/6
154	3910	97.6	2480	49.6	1261	5/6

ANSI/ITSDF and Insurance Classification

Standard truck meets all applicable mandatory requirements of Part III-ANSI/ITSDF B56.1 Safety Standard for Powered Industrial Trucks and Underwriters Laboratories requirements as to fire hazard only for D and LP classifications. For further information contact a CLARK representative.

Users should be aware of, and adhere to, applicable codes and regulations regarding operator training, use, operation and maintenance of powered industrial trucks, including:

- ANSI/ITSDF B56.1
- NFPA 505, fire safety standard for powered industrial trucks - type designations, areas of use, maintenance and operation.
- Occupational Safety and Health Administration (OSHA) regulations that may apply.

Contact your authorized CLARK forklift truck dealer for further information including operator training programs and auxiliary visual and audible warning systems, fire extinguishers, etc., as available for specific user applications and requirements.

Specifications, equipment, technical data, photos and illustrations are based on information at time of printing and are subject to change without notice. Some products may be shown with optional equipment.

Upright Table

Maximum Fork Height	Overall Height ¹		Free Lift ³		Standard Tilt Spec ² B°/F°	
	in	mm	in	mm		
S30C Hi-Lo						
115	2935	77.0	1955	29.0	736	5/6
• 128	3255	83.3	2115	35.3	896	5/6
139	3530	88.8	2255	40.8	1036	5/6
148	3760	94.7	2405	46.7	1186	5/6
154	3910	97.6	2480	49.6	1261	5/6

S20/25/30C Hi-Lo						
240	6100	83.0	2115	35.3	896	5/3
• 258	6560	89.0	2260	41.0	1041	3/3
276	7015	95.0	2413	47.0	1194	3/3
294	7480	101.0	2566	53.0	1347	3/3
312	7935	107.0	2718	59.0	1499	3/3

Quad³						
• 240	6100	83.0	2115	35.3	896	5/3
258	6560	89.0	2260	41.0	1041	3/3
276	7015	95.0	2413	47.0	1194	3/3
294	7480	101.0	2566	53.0	1347	3/3
312	7935	107.0	2718	59.0	1499	3/3

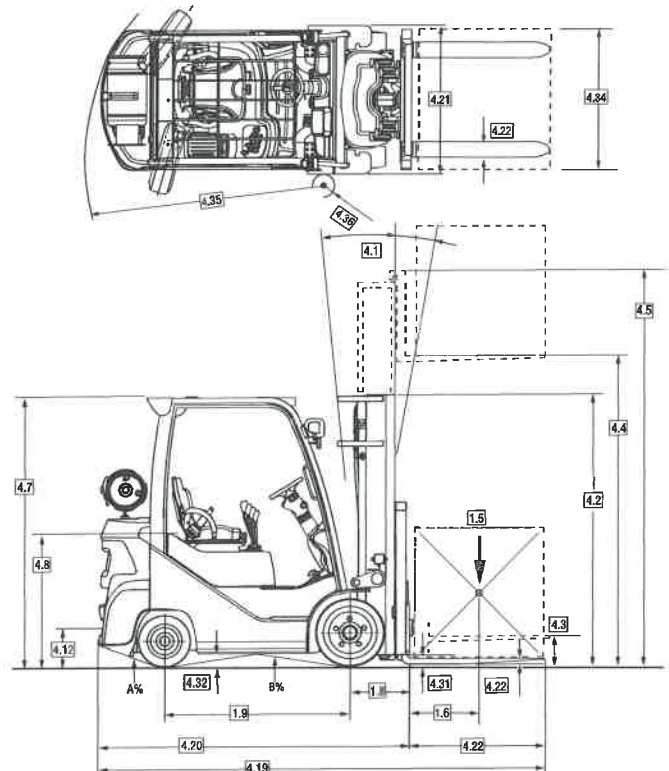
Grade Clearance		
Model	A%	B%
S20	60.1	42.0
S25	50.0	42.0
S30	57.7	46.8
S35	57.7	48.6

• Indicates preferred common specification.

- 1 For overall height raised with load backrest, add 48 in. (1220 mm) to maximum fork height.
 - 2 Standard tilt shown. Contact CLARK representative for information on optional tilt.
 - 3 Freelif dimensions shown are without load backrest.
- Other uprights available, contact a Clark representative.

Notes

Production engines and driveline components may vary in output and/or efficiency by ±5%. The performance shown represents nominal values which may be obtained under typical operating conditions of a machine.



For corresponding data see Specification Chart

Standard Specifications S-Series Cushion L.P.Gas Engine



		S-Series Cushion L.P.Gas Ford Tier4					
Specifications	1.1	Manufacturer					
	1.2	Manufacturer's designation	S20CL	S25CL	S30CL	S32CL	
	1.3	Drive unit Diesel, L.P. Gas	L.P.Gas	L.P.Gas	L.P.Gas	L.P.Gas	
	1.4	Operator type stand on / driver seated	Driver Seated	Driver Seated	Driver Seated	Driver Seated	
Weight	1.5	Load capacity / rated load	lbs(kg)	4000 (2000)	5000 (2500)	6000 (3000)	6500 (3200)
	1.6	Load center distance	in(mm)	24 (500)	24 (500)	24 (500)	24 (500)
	1.8	Load center distance, center of drive axle to fork face	in(mm)	16.1 (409)	16.1 (409)	16.1 (409)	16.3 (414)
Tires	1.9	Wheelbase	in(mm)	56.3 (1430)	56.3 (1430)	56.3 (1430)	56.3 (1430)
	2.1	Service weight	lbs(kg)	7562 (3430)	8380 (3801)	9301 (4219)	9764 (4429)
	2.2	Axle loading, loaded front / rear ⁶	lbs(kg)	9,907 / 1,655 (4658 / 772)	11,383 / 1,997 (5370 / 932)	13,098 / 2,203 (6188 / 1031)	13,977 / 2,287 (6526 / 1102)
Dimensions	2.3	Axle loading, unloaded front / rear	lbs(kg)	3,058 / 4,504 (1387 / 2043)	2,822 / 5,558 (1280 / 2521)	2,824 / 6,477 (1281 / 2938)	2,824 / 6,940 (1281 / 3148)
	3.1	Tire type, P = pneumatic, SE = solid pneu ¹		C	C	C	C
	3.2	Tire size, front		21x7	21x7	21x8	21x9
	3.3	Tire size, rear		16x5-10.5	16x5-10.5	16x6-10.5	16x6-10.5
	3.5	Wheels, number front/rear (x = drive wheels)		2x / 2	2x / 2	2x / 2	2x / 2
	3.6	Tread, front	in(mm)	34.8 (884)	34.8 (884)	35.7 (909)	36.5 (926)
	3.7	Tread, rear	in(mm)	35.2 (895)	35.2 (895)	36.2 (920)	36.2 (920)
	4.1	Tilt of upright/fork carriage, back / forward	deg.	10B / 8F	10B / 8F	10B / 8F	10B / 8F
	4.2	Height, upright lowered	in(mm)	83.3 (2115)	83.3 (2115)	83.3 (2115)	83.3 (2115)
	4.3	Freelift	in(mm)	4.3 (110)	4.3 (110)	4.3 (110)	4.5 (115)
	4.4	Lift height ¹	in(mm)	130 (3300)	130 (3300)	130 (3300)	125 (3165)
	4.5	Height, upright extended ⁵	in(mm)	151.7 (3854)	151.7 (3854)	153.7 (3903)	150.6 (3824)
	4.7	Height overhead guard	in(mm)	82.9 (2105)	82.9 (2105)	82.9 (2105)	82.9 (2105)
	4.8	Seat height	in(mm)	43.8 (1113)	43.8 (1113)	43.8 (1113)	43.8 (1113)
	4.12	Coupling height	in(mm)	12.2 (310)	12.2 (310)	12.2 (310)	12.2 (310)
	4.19	Overall length	in(mm)	132.4 (3364)	134.4 (3414)	136.5 (3468)	137.8 (3501)
	4.20	Length to face of forks	in(mm)	90.3 (2294)	92.3 (2344)	94.4 (2398)	95.7 (2431)
	4.21	Width_Tires	in(mm)	41.7 (1060)	41.7 (1060)	43.9 (1114)	45.5 (1155)
	4.22	Fork dimensions	in(mm)	1.75x4x42 (45x100x1070)	1.75x4x42 (45x100x1070)	1.75x4.8x42 (45x122x1070)	2.0x5x42 (50x125x1070)
4.23	Fork carriage, ITA		CLASS II	CLASS II	CLASS III	CLASS III	
4.24	Fork carriage width	in(mm)	37 (940)	37 (940)	41 (1041)	41 (1041)	
4.31	Ground clearance minimum, loaded	in(mm)	3.3 (85)	3.3 (85)	3.3 (85)	3.3 (85)	
4.32	Ground clearance center of wheelbase	in(mm)	4.3 (110)	4.3 (110)	4.3 (110)	4.3 (110)	
4.34	Right Angle Stack (Add Load Length and Clearance)	in(mm)	95.6 (2429)	97.2 (2470)	99.1 (2518)	100.8 (2561)	
4.35	Turning radius (truck)	in(mm)	79.5 (2020)	81.1 (2061)	83.0 (2109)	84.5 (2147)	
4.36	Inside turning radius	in(mm)	21.5 (545)	21.5 (545)	21.5 (545)	21.5 (545)	
Performance	5.1	Travel speed loaded / unloaded	mph(km/h)	11.2 (18.1) / 11.5 (18.5)	11.2 (18.1) / 11.5 (18.5)	11.1 (17.9) / 11.4 (18.4)	11.2 (18.0) / 11.5 (18.6)
	5.2	Lift speed loaded / unloaded	fpm(m/s)	102.4 (0.52) / 106.3 (0.54)	102.4 (0.52) / 106.3 (0.54)	102.4 (0.52) / 106.3 (0.54)	84.6 (0.43) / 88.6 (0.45)
	5.3	Lowering speed loaded / unloaded	fpm(m/s)	108.2 (0.55) / 98.4 (0.50)	108.2 (0.55) / 98.4 (0.50)	108.2 (0.55) / 98.4 (0.50)	92.5 (0.47) / 84.6 (0.43)
	5.6	Max. drawbar pull loaded / unloaded ^{2,3}	lb(N)	4643 (20,653) / 1867 (8,306)	4628 (20,584) / 1724 (7,669)	4603 (20,475) / 1609 (7,157)	4555 (20,261) / 1579 (7,024)
	5.8	Max. gradeability loaded / unloaded ^{2,3}	%	39.8 / 22.1	33.8 / 18.8	29.0 / 16.1	27.3 / 14.8
5.10	Service brake		WET	WET	WET	WET	
Drive Line	7.1	Manufacturer / Type		FORD / FORD2.5	FORD / FORD2.5	FORD / FORD2.5	FORD / FORD2.5
	7.2	Rated output acc. to SAE J 1349	HP(kW)	69.7 (52)	69.7 (52)	69.7 (52)	69.7 (52)
	7.3	Rated speed	rpm	2500	2500	2500	2500
	7.4	No. of cylinders / displacement	/in ³ (cm ³)	4 / 152 (2488)	4 / 152 (2488)	4 / 152 (2488)	4 / 152 (2488)
8.2	Operating pressure for attachments	bar	Adjustable	Adjustable	Adjustable	Adjustable	
8.4	Sound level, driver's ear ⁴	dB (A)	79	79	79	79	

1. Further lift heights see upright table
 2. Loaded with 1.6 km/h
 3. At friction coefficient $\mu=0.6$

4. Equivalent permanent sound-pressure level L
 pAeq, T in accordance with DIN EN 12053
 5. Without load backrest

6. Pounds calculated at 24" LC and Kilograms
 calculated at 500mm LC



S SERIES™

& Don't Forget... Safety Starts With You!

Before operating a lift truck, an operator must:

- Be trained and authorized
- Read and understand operator's manual
- Not operate a faulty lift truck
- Not repair a lift truck unless trained and authorized

- Have the overhead guard and load backrest extension in place
- Perform daily inspections

During operation, a lift truck operator must:

- Wear a seat belt
- Keep entire body inside truck cab
- Never carry passengers or lift people

- Keep truck away from people and obstructions
- Travel with lift mechanism as low as possible and tilted back
- Allow safe stopping distance and come to a complete stop before leaving operator compartment

To park a lift truck, an operator must:

- Completely lower forks or attachments
- Shift into neutral
- Turn key off



100 YEARS OF MATERIAL HANDLING INNOVATION

A Centennial is an important milestone which not only celebrates longevity, but testifies to the strength of the CLARK brand across generations. This is reflected in the more than one million lift trucks manufactured by CLARK Material Handling Company over the past 100 years. Even more powerful than the number of trucks built is the company's legacy of innovation. It began in 1917 when employees of CLARK Equipment Company constructed a simple three-wheeled shop buggy to haul sand and castings between buildings at their Buchanan, Michigan plant. The "Tructractor" as the shop buggy was named, became



the first internal combustion material handling truck and was a great success. The industrial truck was born and in the process CLARK developed the first hydraulic lift. Through the years, many extraordinary inventions followed, among them the nested I-beam upright, overhead guard and operator restraint system. The founding principles of Eugene B. Clark are still true: "Aim always to build the best; never be content with just as good." Today the company remains focused on a bright future and the technologies and trends driving the material handling industry around the world. One Purpose, One Brand, One Legacy, One Century.



CLARK MATERIAL HANDLING COMPANY
North American Headquarters
700 Enterprise Drive • Lexington, KY 40510
866-252-5275 • www.clarkmhc.com

S-SERIES S25C BROCHURE
59-894-0350 Printed in USA OTP01185M
© 2018 CLARK Material Handling Company

S SERIES

S25C



20/25/30/32

IC-CUSHION LPG
4000 / 5000 / 6000 / 6500 lbs.
(2000 / 2500 / 3000 / 3200 kg)

STANDARD SPECIFICATIONS

20/25/30/33

Manufacturer's Designation		S20C	S25C	S30C	S35C
Load Capacity / Rated Load	lbs(kg)	4000 (2000)	5000 (2500)	6000 (3000)	6500 (3200)
Height Overhead Guard	in(mm)	82.9 (2105)	82.9 (2105)	82.9 (2105)	82.9 (2105)
Width	in(mm)	41.7 (1060)	41.7 (1060)	43.9 (1114)	45.5 (1155)
Right Angle Stack (Add Load Length and Clearance)	in(mm)	95.6 (2429)	97.2 (2470)	99.1 (2518)	100.8 (2561)
Outside Turning Radius	in(mm)	79.5 (2020)	81.1 (2061)	83.0 (2109)	84.5 (2147)
Travel speed Loaded & Unloaded	mph (kph)	11.2 (18.1) / 11.5 (18.5)	11.2 (18.1) / 11.5 (18.5)	11.1 (17.9) / 11.4 (18.4)	11.2 (18.0) / 11.5 (18.6)
Power Unit	HP(KW) @rpm	FORD 2.5 69.7 (52) @ 2500	FORD 2.5 69.7 (52) @ 2500	FORD 2.5 69.7 (52) @ 2500	FORD 2.5 69.7 (52) @ 2500

Standard Features

• FORD 2.5L Balanced Engine • EPA Compliant • Standard, Triple, Hi-Lo and Quad Uprights • Full Range of Lift Heights • High Visibility "Silent Staging" Uprights • Two-Pedal Inch-Brake System • Single Speed Transmission • Force-Cooled Wet Disc Brakes • Automatically-Applied Parking Brake • Hood Mounted Control Levers • LED Headlights OHG Mounted • Speed Limiter • Traction Disable Seat Switch • Operator Presence System • Raised Air Intake • Copper Open Core Radiator • High Capacity Cooling System • 5" Color LCD Digital Display • Automatic Engine Shutdown System • Low Fuel Warning Light • Power Steering • Tilt Steering Wheel • Grab Bar Handle with Horn Button • Steering Wheel Spinner Knob • Full Suspension Vinyl Seat with Hip Restraints • Orange Seatbelt • Drink Holder • Convenience Console



For more information on this model and the full line of CLARK Forklifts, find your local CLARK Dealer at www.clarkmhc.com.

Counterweight to Carriage Owner Protection Warranty

This Certificate Covers All Models Included In
ITA CLASS I, CLASS II, CLASS IV and CLASS V

**NOTE: PLANNED MAINTENANCE CONTRACT
REQUIRED AT TIME OF INSTALLATION**

FIVE-YEAR/8000 HOUR PROTECTION

When you buy or lease the new CLARK Product listed above from CLARK or an authorized CLARK dealer, CLARK warrants that its dealers will correct defects in material or workmanship as follows:

FOR SIXTY MONTHS: For the first sixty months after the product has been delivered to you, the CLARK dealer will, without charge, provide genuine CLARK parts, labor to replace or repair any covered part furnished by CLARK and found to be defective in material or workmanship, provided truck use has not exceeded 8000 hours. The service call will also be provided for the first twelve months. The customer will be responsible for the service call and/or cartage of the forklift for the remaining forty eight months.

TRUCKS EQUIPPED WITH WET DISC BRAKES:

For 36 months after the product has been delivered to you the CLARK dealer will, without charge, provide new or repaired brake linings, seals and piston components of the Wet Disc Brake system on the CLARK model trucks so equipped; and labor to install, provided truck use has not exceeded 10,000 hours.

CONDITIONS, EXCLUSIONS AND LIMITATIONS:

During the above warranty periods, CLARK requires that the product receives normal use and recommended regular maintenance, that you provide CLARK or an authorized CLARK dealer reasonable notice of the defect, and that you permit the dealer to return defective parts to CLARK. Recycling and foundry applications are excluded.

Naturally, this warranty does not apply to damage arising from accident, misuse or neglect, use of non-CLARK parts, or from alterations not authorized by CLARK; nor does it cover replacement of normal service items such as filters, motor brushes, contactor tips, brake pads/shoes, seals, O-rings, packings, belts, hoses, cable assemblies, seats, light bulbs, batteries, chargers, attachments, quad uprights not manufactured by CLARK. Also not covered are adjustments, including initial field set-up. Adjustments are considered normal maintenance procedures. The cost of rental units are also not covered.

CLARK may make design changes in the interest of improving the efficiency of its products, but shall not incur any obligation to incorporate such improvements in any products that have been shipped or are in service.

This warranty plan does not apply to tires, batteries, battery chargers, attachments, quad uprights not manufactured by CLARK. These products are covered instead by the existing warranties, if any, of the manufacturers of the product.

This warranty is based on the machine serial number listed below and will remain valid for new owners or lessees until the end of the warranty periods set forth in this certificate.

Unless CLARK otherwise agrees in writing, this warranty is in lieu of all other warranties (except the warranty of title) and states CLARK's entire obligation with respect to defects in new products made or sold by CLARK.

THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CLARK BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

As used in this warranty, "CLARK" means CLARK Material Handling Company for products sold or leased in the USA or Canada.

Machine Serial Number

Company

Installed at (city, state)

Date installed (m-d-y)

Delivering Dealer

Authorized Dealer Signature

CLARK[®]
THE FORKLIFT

C551-8 C2C January 2, 2019