

REQUEST FOR QUOTATION  
Air Bag Powered Dock Levelers

EXHIBIT A - Pricing Page

State of West Virginia Department of Agriculture  
Donated Foods Warehouse Dock Leveler Project  
4496 Cedar Lakes Drive, Ripley, WV

Name of Vendor:

Jeffers Corporation

The Vendor, being familiar with and understanding the Bidding Documents, and also having examined the site and having become familiar with all local conditions affecting the project hereby proposes to furnish all necessary and required labor, material, equipment, supplies and transportation, and to perform all work in accordance with the Bidding Documents within the time limit set forth for the sum of:

Total Bid Amount:

Department of Agriculture Donated Foods Warehouse Air Bag Powered Dock levelers:

(3) Air Powered Dock Levelers with installation & removal of existing equipment  
(\$ \$27,390.<sup>00</sup>/<sub>100</sub> Twenty-seven thousand three hundred and ninety dollars  
(Show Bid Amount in both words and numbers.)

(In the event of a difference between the written bid amount and the number bid amount, the written bid amount shall govern.)

RECEIVED

2018 SEP 20 AM 9:37

WV PURCHASING  
DIVISION



# JEFFERDS CORPORATION.....PROPOSAL CONTRACT

*MATERIALS HANDLING SPECIALISTS SINCE 1947*

514 29th STREET - P.O. BOX 1364 - PARKERSBURG, WV 26101

PHONE: (304) 422-6491 - TOLL FREE: (800) 511-5160 - FAX: (304) 422-6475 - EMAIL: www.jefferds.com - LICENSE #WV0002496

**BID CLERK**

Dept. of Administration, Purchasing Division  
2019 Washington St. East  
Charleston, WV 25305  
Ref: WVDA Ripley, WV Dock Levelers  
Solicitation No. CRFQ 1400 AGR1900000003

Proposal number: 0818-211-04106

Date: September 20, 2018

FOB: TX

Shipping: 4 weeks

WE PROPOSE TO FURNISH THE FOLLOWING EQUIPMENT SUBJECT TO THE TERMS AND CONDITIONS FOLLOWING THE BODY OF THIS PROPOSAL. *REPLACEMENT DOCK LEVELERS DOCKS 2, 3 & 5*

**Reference Receiving Dock 1; Shipping Docks 1 and 5**

**Three (3) new Kelley aFX 6x8-40 air powered dock levelers** with the following features:

Nominal Size 6' wide x 8' long

40,000 lbs. capacity

Includes brush weather seal

Semi-Automatic 60,000 lbs. structural dock level support legs

Lug Style Lip Hinge & Lambda beam system

High Volume, Low pressure Lifting system

Low Maintenance Design

Exclusive gravity lip

Automatic Lip extension

Exclusive SafeTframe design (front and rear frame)

NEMA 4X Non-Metallic Push Button Control Panel

120 Volt single phase power operations

Full Operating Toe Guards

Below-dock endloading capability

**20" lip to accommodate refrigerated trailers**

Integral maintenance strut & lip lock

**Includes New 6" thick x 10" High x 14" Dock Bumpers**

Reduced Lip Crown / Extended Lip Chamfer Standard

**Kelley's airDefense Stump-Out & Freefall Protection System**

**Clean Pit Kit for ease in cleaning out dock pit**

**Rated Lifetime Lip Hinge Warranty**

Weight of the aFX 6 x 8 - 40 is 1,955 lbs. each

Lead time at present is 4 weeks (subject to increase)

Ships from Pharr, TX

**Delivered Price aFX 6 x 8 -40 (ea.) ..... \$ 5,342.00 Price (3) ..... \$16,026.00**

Add Applicable Taxes

Due to instability in the metal markets please verify pricing at time of order placement

Price does not include installation quote on page 2

Continued page 2

**INSTALLATION**

1. Customer or his agent will unload the equipment on delivery, and will store it in a clean, dry place. The material must be accessible to the installers, and as near to the installation as possible.
2. Jefferds Corporation's non-union personnel will install the product during normal working hours of 7:00 AM to 5:00 PM, Monday through Friday. Premium time has not been calculated unless otherwise noted in the body of this quote.
3. Jefferds Corporation makes installation arrangements in advance with our customers. We expect to start our installation upon arrival at the job site with no delays. If delays are caused by the customer of 1/2 hour or more occur, Jefferds Corporation will bill an additional \$75.00 per man hour for each man on the job. This delay will be discussed with our contact on the project to verify that the delays are valid. Our lead installer will require a sign off form be signed verifying the delay and the hours to be invoiced.
4. Jefferds Corporation's WV Contractor's License Number is WV002496.
5. Quoted price does not include additional insurance fees, building fees, or taxes.
6. Customer responsible for disposal of old equipment and new equipment packaging. Old Dock levelers can be hauled away by Jefferds Corporation at no additional cost.
7. The scope of the work includes all labor, supplies, and equipment to perform this work, unless otherwise noted below.

**SCOPE OF WORK (Dock Levelers)**

**Customer**

1. To provide uninterrupted access to the docks being replaced at time of installation (one at a time)

**Jefferds Corporation**

1. Jefferds Corporation to hire a licensed electrician to supply three (3) new 120 Volt circuits for each dock leveler
2. Junction Box(s) will be "cut and tied in" as necessary
3. Jefferds Corporation to provide 3 new breakers for the existing 120 volt circuit service box
4. Jefferds corporation to provide 3 new disconnects for the each new dock leveler
5. Jefferds Corporation will remove existing dock levelers
6. Jefferds Corporation will remove existing dock bumpers
7. Jefferds Corporation to install the dock levelers in accordance to Kelley's Specifications
8. New Dock Levelers well be sat in place
9. Weld the unit into place in the back using existing pit angle
10. Level the unit using adjustments as needed
11. Weld shims to the front of pit angle as needed.
12. Set new junction box in the back of the dock pit
13. Install new conduit to side wall and in front of building to connect to new disconnects
14. Set New Push button station
15. Pull new wire from disconnect to push button station to junction box
16. Connect air bag blower to electric
17. Energize dock leveler and make necessary adjustments
18. Install New dock bumpers
19. Jefferds Corporation will clean up their work area everyday
20. Estimated time to complete is approximately 4 days (2 days electrical; 2 days for dock levelers)

Total Installation Price (3) .....\$11,374.00

**Price Three (3) aFX Air Bag Levelers Fully Functional and Ready to Use .....\$27,390.00**  
**ADD APPLICABLE TAXES**

Accepted: \_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
ADDRESS

By \_\_\_\_\_

**JEFFERDS CORPORATION**  
**TERMS: NET 10 DAYS**

*Daniel Christian*  
SALESMAN

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.

## CONDITIONS AND TERMS OF SALE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

State of West Virginia  
 Request for Quotation  
 09 — Construction

Proc Folder: 489840

Doc Description: Addendum No. 1 Air bag Powered Dock levelers

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version
2018-09-12	2018-09-20 13:30:00	CRFQ	1400 AGR1900000003	2

BID CLERK

DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON  
 US

WV 25305

**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

Addendum No. 1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

Central Request for Quotation

Construction

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the West Virginia Department of Agriculture, to establish a contract for the removal and replacement of Dock Levelers at the department's Food Distribution Warehouse located at 4496 Cedar Lakes Drive, Ripley, Jackson County, WV. The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services per the bid requirements, specifications, terms and conditions as attached to this solicitation.

PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US	AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM 4496 CEDAR LAKES RD RIPLEY WV 25271 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Air Bag Powered Dock Levelers	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
24101801			

Extended Description :  
 Air Bag Powered Dock Levelers

**SOLICITATION NUMBER: AGR1900000003**

**Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as AGR1900000003 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. To publish Vendor questions and Agency responses.
2. Bid opening remains 09/20/2018 @ 1:30 P.M. EST

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.



# Attachment A

CRFQ AGR1900000003  
Vendor Questions & Responses

In: General Construction Specifications:

**Q1. 2.7** “Automatic Lip” means that the lip extension is activated by an independent *hydraulic* lip cylinder”. The nature of an air bag leveler is that the lip extension is activated by a mechanical linkage. A hydraulic cylinder would require a hydraulic cylinder with a hydraulic pump.

**A1. 2.7** should read: “Automatic lip” means that the lip extension is activated by an independent mechanical linkage.

In EXHIBIT B – PROJECT PLANS

13. GENERAL REQUIREMENTS

Section 13.1.1.21 shows have a maximum width of 37.5”.

**Q2.** What is that dimension referencing?

**A2.** The width of opening for dock plate.

**Q3.** 13.1.1.19 list a height of 22 inches which is the height of the pit at the back and 13.1.1.20 shows a maximum length of 88” which is the length of the pit. I have measured the pit width at 74” wide, so I am not sure what 37.5” width dimension is referencing, can you please clarify?

**A3.** 13.1.1.19 show 23” inches not 22” inches. That is the width of opening for dock plate.





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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 489840

Doc Description: Air bag Powered Dock levelers

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
2018-09-06	2018-09-20 13:30:00	CRFQ 1400 AGR1900000003	1

**BID RECEIPT LOCATION**

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

**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**

**Construction**

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the West Virginia Department of Agriculture, to establish a contract for the removal and replacement of Dock Levelers at the department's Food Distribution Warehouse located at 4496 Cedar Lakes Drive, Ripley, Jackson County, WV. The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services per the bid requirements, specifications, terms and conditions as attached to this solicitation.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221		AUTHORIZED RECEIVER 304-558-0573	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES		AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM	
1900 KANAWHA BLVD E		4496 CEDAR LAKES RD	
CHARLESTON WV25305-0173		RIPLEY WV 25271	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Air Bag Powered Dock Levelers	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
24101801			

**Extended Description :**

**Air Bag Powered Dock Levelers**

AGR1900000003	<b>Document Phase</b> Draft	<b>Document Description</b> Air bag Powered Dock levelers	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **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: 09/11/2018 @ 10:00 A.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](mailto: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  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

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 of 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 NA 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:** 09/20/2018 @ 1:30 P.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:** 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 Ninety (90) calendar 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**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: 500,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: 500,000.00 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.
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2018

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 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).

<b>PRODUCER</b> Scott Insurance (Rke) 10 Franklin Road SE Ste. 550 Roanoke VA 24011	<b>CONTACT NAME:</b> Susan VanRemortel	
	<b>PHONE (A/C, No, Ext):</b> 434-832-2298	<b>FAX (A/C, No):</b> 434-455-8834
<b>E-MAIL ADDRESS:</b> svanremortel@scottins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> The Phoenix Insurance Company (A++)		25623
<b>INSURER B:</b> Travelers Property Casualty Company of America (A+)		25674
<b>INSURER C:</b> The Travelers Indemnity Company of America (A++)		25666
<b>INSURER D:</b> Travelers		
<b>INSURER E:</b>		
<b>INSURER F:</b>		


**INSURED** JEFFER1  
 Jeffers Corporation  
 DBA Homestead Materials Handling Co.  
 DBA Bobcat of Advantage Valley  
 PO Box 757  
 Saint Albans WV 25177

**COVERAGES**      **CERTIFICATE NUMBER:** 700211091      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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-18	4/1/2018	4/1/2019	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 - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			810-3J627093-TIL-18	4/1/2018	4/1/2019	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3J677601-18-14	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	UB-006J635479	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	Equipment Dealers Fltr Property-Special			QT-830-5H61050A-TIL-18 630-3J576918-PHX-18	4/1/2018 4/1/2018	4/1/2019 4/1/2019	Blanket Equipment 17,520,000 Bldg Buildings 23,552,576

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.

<b>CERTIFICATE HOLDER</b>  State of West Virginia Dept of Administration Purchasing Division 2019 Washington Street East Charleston WV 25305-0130	<b>CANCELLATION</b>  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 

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.

**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](mailto: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 06/08/2018



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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- 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.

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

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Jefferds Corporation  
Contractor's License No.: WV- WV 002496

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** WV002496

**Classification:**  
SPECIALTY

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

**Date Issued**

AUGUST 29, 2017

**Expiration Date**

AUGUST 29, 2018



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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

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

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

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

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

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

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

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

The work performed under this contract is federally funded in whole, or in part. Pursuant to 2CFR 200 Subpart F Appendix II (D), Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

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

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

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agency's Federal awards may include. Providing this information lets a potential applicant identify any requirements with which it would have difficulty complying if its application is successful. In those cases, early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

**3. Reporting—Required.** This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require. Federal awarding agencies must also describe in this section all relevant requirements such as those at 2 CFR 180.336 and 2 CFR 180.330.

If the Federal share of any Federal award may include more than \$500,000 over the period of performance, this section must inform potential applicants about the post award reporting requirements reflected in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters.

**G. FEDERAL AWARDING AGENCY CONTACT(S)—REQUIRED**

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal

awarding agency should consider approaches such as giving:

- i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and/or email, as well as regular mail).
- ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.
- iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

**H. OTHER INFORMATION—OPTIONAL**

This section may include any additional information that will assist a potential applicant. For example, the section might:

- i. Indicate whether this is a new program or a one-time initiative.
- ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.
- iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.
- iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.
- v. Include certain routine notices to applicants (e.g., that the Federal Government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal Government to the expenditure of funds).

[78 FR 78608, Dec. 26, 2013, as amended at 80 FR 48310, July 23, 2015]

**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.



(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12819, 12835, 3 CFR Part, 1964-1965 Comp., p. 329), as amended by Executive Order 11576, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,500 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 5, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3706). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12869)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1998 Comp., p. 189) and 12869 (3 CFR part 1999 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid

for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1362. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75883, Dec. 19, 2014]

**APPENDIX III TO PART 200--INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)**

**A. GENERAL**

This appendix provides criteria for identifying and computing indirect (or indirect (F&A) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

*1. Major Functions of an Institution*

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's

accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

(3) Only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs. Salary costs above statutory limits are not considered cost sharing.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.400 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other

**c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:**

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

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:**

Jefferts Corporation



Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

**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.

J. L. Adkins - 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)  
Jerry Lee Adkins @ 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)  
Robert P. Deown Corp Sec  
(Authorized Signature) (Representative Name, Title)  
Robert P. Deown Corp Sec  
(Printed Name and Title of Authorized Representative)  
9/19/18  
(Date)  
304-755-8111 / 304-755-7544  
(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION  
Air Bag Powered Dock Levelers**

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**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture to establish a contract for the following:

Project consists of the removal and replacement of Dock Levelers at the department's Food Distribution Warehouse located at 4496 Cedar Lakes Drive, Ripley, Jackson County, WV.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 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 and in the Project Plans as defined below.

**2.1 "Construction Services"** means removal and replacement of three (3) air Dock Levelers as more fully described in the Project Plans as more fully described in the Project Plans.

**2.2 "Pricing Page"** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

**2.3 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

**2.4 "Project Plans"** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

**2.5 "LBS"** means pound weight

**2.6 "Lug style lip hinge and lambda beam system"** means the lip hinge of the dock leveler comprises a plurality of deck lugs extending from underneath the deck and a plurality of lip lugs extending from the lip. Lugs can be welded or otherwise attached to their respective structure from which they extend.

**2.7 "Automatic lip"** means that the lip extension is activated by an independent hydraulic lip cylinder.

**REQUEST FOR QUOTATION  
Air Bag Powered Dock Levelers**

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- 2.8 "Toe guards"** means full operating range toe guard with two galvanized sliding guards providing on the side of the dock leveler.
- 2.9 "NEMA"** means National Electrical Manufacturers Association rating used as a standard to define the types of environments where an electrical device can be used.
- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least four (4) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting

**REQUEST FOR QUOTATION  
Air Bag Powered Dock Levelers**

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substitution requests should submit product brochures and product specifications during the official question and answer period.

**9. PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

**No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

**10. CONDITIONS OF THE WORK**

**10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be Monday - Friday 6:30 am to 4:00 pm excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

**10.3.1. State Holidays are identified as:**

- 10.3.1.1. New Year's Day (January 1)**
- 10.3.1.2. Martin Luther King Day (Third Monday in January)**
- 10.3.1.3. President's Day (Third Monday in February)**
- 10.3.1.4. Memorial Day (Last Monday in February)**
- 10.3.1.5. West Virginia Day (June 20)**
- 10.3.1.6. Independence Day (July 4)**
- 10.3.1.7. Labor Day (First Monday in September)**
- 10.3.1.8. Columbus Day (Second Monday in October)**
- 10.3.1.9. Veterans Day (November 11- Observed November 12)**
- 10.3.1.10. Thanksgiving (Fourth Thursday in November)**
- 10.3.1.11. Day After Thanksgiving (Fourth Friday in November)**
- 10.3.1.12. Christmas Day (December 25)**

**10.4. Project Closeout:** Project Closeout shall include the following:



**REQUEST FOR QUOTATION**  
**Air Bag Powered Dock Levelers**

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**10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

**10.4.1.1.** The removal of old dock plates

**10.4.1.2.** Clean the job site and return the warehouse to its original condition

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

**11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**11.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**REQUEST FOR QUOTATION  
Air Bag Powered Dock Levelers**

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**12. MISCELLANEOUS:**

**12.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Jerry L. Adkins Jr

**Telephone Number:** 304-755-8111

**Fax Number:** 304-755-7544

**Email Address:** JerryLee Adkins@jefferds.com

**REQUEST FOR QUOTATION  
Air Bag Powered Dock Levelers**

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**EXHIBIT B - PROJECT PLANS**

**13. GENERAL REQUIREMENTS:**

**13.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

**13.1.1 Three (3) Air-Powered Dock Levelers**

**13.1.1.1 Three (3) Air bag powered dock levelers must fit current and existing pits of the warehouse. Vendors must verify measurements during the Mandatory Pre- Bid meeting and before ordering any equipment.**

**13.1.1.2 Each air bag powered dock levelers must be a minimum capacity of 40,000lbs.**

**13.1.1.3 Air bag powered dock levelers must include brush weather seals.**

**13.1.1.4 Air bag powered dock levelers must be 60,000 lbs. structural dock level with support legs.**

**13.1.1.5 Must have an engineered beam that is fully welded to front header assembly and are designed to conform to out of level trucks.**

**13.1.1.6 Must have a minimum 10-amp High Volume Fan with single speed, Low pressure airbag lifting system.**

**13.1.1.7 Must be a 110-volt single phase power operation.**

**13.1.1.8 Must have Automatic Lip extension with a 20-inch lip to accommodate refrigerated trailers and gravity lip.**

**13.1.1.9 Must be maintenance free. Limited grease lugs where it can easily be cleaned out with a water hose.**

**13.1.1.10 Must have a frame design incorporated adjustable front and rear leveling system that does not require shims to be placed during installation**

**REQUEST FOR QUOTATION  
Air Bag Powered Dock Levelers**

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- 13.1.1.11** Must have full operating Toe guards.
- 13.1.1.12** Must have a Below-dock end loading capability to load and unload trailers of varying height, including trailers that are below the level of the dock.
- 13.1.1.13** Must have a NEMA certified 4x Non- Metallic Push button Control Panel to be installed beside the following doors: shipping door 1 on the right, shipping door 2 on the left and shipping door 3 on the right.
- 13.1.1.14** Must have an Integral maintenance strut & lip lock.
- 13.1.1.15** Must have a reduced lip crown/extended lip chamber.
- 13.1.1.16** Must have a lifetime lip hinge warranty. Documentation to be presented to Agency upon completion of the installation of the project.
- 13.1.1.17** Must have a protection system which prevents forklift from falling all the way down after plate is placed into truck if trailer is unexpectedly pulled away from the dock during loading.
- 13.1.1.18** Must include all Electrical work for this project, including the wiring of dock levelers into the push button control panel and the breaker box.
- 13.1.1.19** Must have a maximum height of 23" inches.
- 13.1.1.20** Must have a maximum length of 88" inches.
- 13.1.1.21** Must have a maximum width of 37.5" inches.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

*(Check the box next to each addendum received)*

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Jeffords Corporation  
Company

Rodol P. Junz  
Authorized Signature

9/19/18  
Date

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



State of West Virginia  
**PURCHASING DIVISION**  
Construction Bid Submission Review Form

*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

**Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

**Errors that May Be Reason for Bid Disqualification Before Contract Award**

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

State of West Virginia  
Purchasing Division

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**CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET**

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In accordance with *West Virginia Code § 21-1D-7b*, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: JEFA2  
Contract Purpose: Random Administrator (Foley Services)  
Agency Requesting Work: \_\_\_\_\_

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code § 21-1D-5* was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: Jefferds Corporation Vendor Telephone: 304-755-8111  
Vendor Address: 2070 Winfield Road Vendor Fax: 304-755-8858  
St. Albans WV 25177 Vendor E-Mail: Terri.Pattou@jefferds.com



**Foley Services, Inc.**  
*Your Single Source for Drug and Alcohol Testing*

## JEFFERDS CORPORATION

652 Winfield Road  
St. Albans, WV 25177

## CONTROLLED SUBSTANCES AND ALCOHOL POLICY FOR EMPLOYEES IN THE STATES OF VIRGINIA & WEST VIRGINIA

EFFECTIVE IMPLEMENTATION DATE: 4/1/09

Primary Contact/Designated  
Program Administrator (DAPM):

**Name: Ann Schoolcraft**

**Telephone: 304-755-8111 x 332**

**Fax: 304-755-8130**

Secondary Contact:

**Name: Sherry Caruthers**

**Telephone: 304-755-8111**

**Fax: 304-755-8130**



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## LICENSE AGREEMENT

By opening this package and/or using the materials provided, Licensee (Client) agrees to abide by the terms and conditions of the foregoing Licensing Agreement with Licensor (Foley Services, Inc. of Glastonbury, CT 06033).

I. LICENSE GRANT - Licensor hereby grants to Licensee, subject to the terms and conditions of this agreement, a license to use Licensed Products (forms, manuals, documents, and any drug and alcohol testing policies of any title or form (herein policy), etc. in any media) for implementing, a drug and alcohol testing program. Requirements and protections provided in this agreement are in addition to the rights, responsibilities and obligations under any applicable copyright laws. Licensee has no ownership rights to the licensed materials.

II. PERMITTED USES - Licensee may duplicate blank forms, policies, and other documents and use as applicable for then-current employees and contractors (herein employees). Licensee may put their business name on materials, but Licensor copyright and license information may not be removed.

III. PROHIBITED USES - Licensee may not use any materials to derive replacement materials for use after program termination. Any and all derived products become the intellectual property of Licensor and the use of these derived products is governed by this agreement. Licensee may not remove any copyright notice and/or license agreement notice from any derived products and to provide evidence upon written notice.

IV. OBLIGATIONS UPON PROGRAM TERMINATION OR IF LICENSEE IS NOT IN GOOD STANDING - 1.

COMPLETED FORMS MAY BE MAINTAINED AFTER PROGRAM TERMINATION – Forms, policies, etc. that have been completed by Licensee's employees may be maintained by licensee and/or employees to prove that they meet or have met the requirements. This right is granted after Licensee is no longer in good standing for any Licensee agreement with Licensor or any agreement has been terminated for any reason. Licensee may subsequently duplicate these *completed* forms as necessary to meet DOT requirements, to provide information to subsequent employers, upon request of employees as required or permitted by regulation, and to provide evidence that regulatory requirements were met. All other uses are prohibited.

2. ANY AND ALL POLICIES MUST BE RETRACTED WITHIN TEN DAYS AFTER PROGRAM TERMINATION -

Licensee must cease using licensed materials, retract the drug and alcohol testing policy from all individuals covered by any licensed policy, and obtain a written notice from each individual retracting the policy within 10 days when Licensee is no longer in good standing with Licensor for any reason. Upon written notice by Licensor, Licensee must provide licensor copies of completed retraction forms to assure that this requirement has been met.

3. DRUG AND ALCOHOL PROGRAM MANUAL MATERIALS MUST BE RETURNED OR DESTROYED AFTER PROGRAM TERMINATION - Licensee agrees to return or destroy the Drug and Alcohol Program Manual, diskettes, blank policies, computer files, and copies in any media within ten days when Licensee is no longer in good standing with Licensor.

V. INFRINGEMENT RESOLUTION – License violation, at Licensor's option, may utilize Commercial Dispute Resolution Procedures, including Supplementary Procedures for Online Arbitration or Mediation, of the American Arbitration Association. Licensee will reimburse Licensor all reasonable costs (including attorney's fees) incurred by Licensor if Licensor obtains a court or arbitration award for violations of this licensing agreement and/or copyright violations in addition to damages awarded.

VI. LICENSING AGREEMENT MODIFICATIONS – Licensor may modify this License Agreement by providing Licensee written notice three months in advance of the effective date.

# 1. GENERAL INFORMATION

## A. INTENTIONS AND EXPECTATIONS

### **Subject Summary**

**Employees are responsible for being aware of all the information contained in this policy.**

**This policy covers the types of test you are subject to and consequences for violations. It is not an employment contract and shall not be construed as such.**

**As Independently Authorized, and allowed by state law, employee may be an "Employee at will" of employer.**

Our company is committed to providing a safe, healthy, and productive work environment for our employees and customers. That commitment is jeopardized when any one of our employees is under the influence of alcohol or drugs while at work or possesses, distributes or sells drugs or alcohol in the workplace. Everyone shares responsibility for maintaining a safe and Drug-Free Workplace.

The goal of this policy is to balance our respect for individuals and their right to privacy with the need to maintain a safe and productive work environment. The intent of this policy is to show that our company supports a Drug-Free Workplace. It is also the intent of this policy to send a clear message that drug and alcohol use in the workplace is incompatible with employment at our company. This policy covers the types of testing you will be required to submit to as well as the actions which may be taken against you in the event of a policy violation.

Nothing in this policy shall require the company to undertake drug and alcohol testing as a prerequisite to disciplinary action or restrict our discretion to base disciplinary action solely on evidence of behavior, personal observations, or other evidence or information customarily relied upon in making employment and disciplinary decisions.

This policy is not an employment contract and shall not be construed as such. *As Independently Authorized*, and allowed by state law, an employee may be an "Employee at will" of employer.

## B. SUPPLEMENT TO EMPLOYER'S GENERAL POLICY

### **Subject Summary**

**If your employer issued a general policy and there is a conflict – this policy shall be controlling.**

Employees remain subject to the prohibitions, rules, and benefits of employer's General Policy, whether in force now, or implemented in the future, and should view this *Controlled Substances and Alcohol Policy for Employees* as a supplement to employer's General Policy.

To the extent that there may be a conflict between any provision of the General Policy and a provision of this policy, this *Controlled Substances and Alcohol Policy for Employees* and applicable federal and/or state regulations shall be controlling.

## C. CERTIFICATE OF RECEIPT

### **Subject Summary**

**Employee is required to certify that he/she received and reviewed the policy.**

Each employee is required to certify that he/she has received a copy of these materials. The ACKNOWLEDGEMENT OF RECEIPT AND REVIEW OF EMPLOYER'S CONTROLLED SUBSTANCES AND ALCOHOL POLICY is the last page of this document. The DAPM will answer any questions an employee may have about signing the form.

## D. WHO IS SUBJECT TO THIS POLICY

### **Subject Summary**

**All employees are subject to the requirements of this policy.**

This policy applies to all employees of this company

## E. REQUIRED HOURS OF COMPLIANCE

### **Subject Summary**

***An employee is not allowed to use:***

***Drugs - at any time on or off the job (unless under doctor's care).***

***Alcohol - 4 hours prior to working, while working, or up to 8 hours after an accident requiring testing.***

The required hours of compliance for controlled substances and alcohol are as listed below:

**Controlled Substances:** An employee shall not use controlled substances at any time on or off the job unless that use is pursuant to the instructions of a licensed medical practitioner who has advised the employee that the substance will not adversely affect his/her ability to perform his/her job function.

**Alcohol:** An employee shall not use alcohol:

- Four hours prior to reporting for duty.
- At any time while on duty.
- Up to eight hours following an accident requiring post-accident testing or until the employee undergoes a post-accident alcohol test, whichever occurs first.

## F. VALID MEDICAL PRESCRIPTION

### **Subject Summary**

***Employees must ensure that their physician is aware of employee's duties and that prescribed medication will not adversely affect those duties.***

An employee using a Schedule I drug under the direction of a licensed medical practitioner shall ensure that the physician is aware of the employee's duties and acknowledges that the employee's fitness for fulfilling the responsibilities is not compromised by the medication.

If using a prescribed Schedule I drug, the employee is to notify the DAPM of that fact prior to performing job functions.

The following medicines may alter or affect a drug test. Be advised that this list is in no way comprehensive, and other medications may alter or affect the result of a drug test. Always speak with your doctor when starting a new medication program.

- Alcohol: All liquid medications containing ethyl alcohol (ethanol). Read the label for alcohol content.
- Amphetamines: Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex. Cannabinoids: Marinol (Dronabinol, THC).
- Cocaine: Cocaine HCl topical solution.
- Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin.
- Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Florinal, Floricet, Esgic, Butisol, Mebaral, Butabital, Butabarbitai, Phrenilin, Triam.
- Benzodiazepines: Ativan, Axene, Clonopin, Dalmane, Diazepam, Librium, Serax, Tranzene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

- **Methadone:** Dolophine, Methadose. **Propoxphene:** Darvocet, Darvon N, Doline.

## II. DEFINITIONS

### **Subject Summary**

*This section explains the meaning of many terms used in this policy. The terms defined here are not all used in this policy.*

*There are specific definitions that we feel the employee should review in detail. We have noted those definitions with an arrow (➔)*

**Adulterated Specimen** is a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine. Once verified by the MRO, this is reported as a "refusal-to-test".

**Air Blank** is a reading by an Evidential Breath Testing device (EBT) of ambient (circulating) air containing no alcohol. (In EBT's using gas chromatography technology, a reading of the device's internal standard.)

**Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Alcohol Concentration (herein AC)** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.

**Alcohol Confirmation Test (Confirmation Test for Alcohol Testing)** is a subsequent test using an EBT that provides quantitative data of alcohol concentration which is administered following a screening test that had a result of 0.02 AC or greater.

**Alcohol Screening Device (ASD)** is a breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

**Alcohol Testing Form (ATF)** is the form used by the Breath Alcohol Technician to document an alcohol test.

**Alcohol Testing Site** is where the individual presents himself/herself for the purpose of providing a specimen for alcohol testing. The site must provide visual and aural privacy, sufficient to prevent unauthorized persons from seeing or hearing the test results.

**Alcohol Use** means the drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication), containing alcohol.

**Blind Specimen or Blind Performance Test Specimen** is a urine specimen submitted to a laboratory for quality control testing purposes. It has a fictitious identifier, so the laboratory cannot distinguish it from an employee specimen.

**Breath Alcohol Technician (BAT)** is an individual who instructs and assists in the alcohol testing process and operates an evidential breath testing device (EBT).

**Cancelled Test** is a drug or alcohol test that has a problem identified that cannot be or has not been corrected or otherwise requires it to be cancelled. A cancelled test is neither a positive nor a negative test.

**Chain of Custody** refers to the procedures used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is destroyed. This procedure uses the non-Federal Drug Testing Custody and Control Form (CCF).

**Collection Container** is the container into which the employee urinates to provide the urine sample used for a drug test.

**Collection Site** is a place designated by the employer where individuals present themselves for the purpose of providing a urine specimen to be analyzed for the presence of controlled substances.

**Collector** is a person who instructs and assists employees at a collection site and who receives and makes an initial inspection of the urine specimen provided by those employees, and who initiates and completes the CCF.

**Confirmation (or Confirmatory) Drug Test** means a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.

**Confirmed Drug Test** is the test result received by the MRO from the laboratory.

**Confirmed Alcohol Test Result** refers to the result of the confirmation test conducted by a BAT on an EBT.

**Consortium/Third-Party Administrator (C/TPA)** means a service agent that provides or coordinates one or more drug and/or alcohol testing service(s). C/TPAs typically coordinate the provision of a number of such services and perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs.

**Controlled Substances (Drugs)** are the following substances or derivatives thereof:

Marijuana

Cocaine

Amphetamines

Opiates (expanded panel to include: Oxycodone, Oxymorphone, Hydrocodone, Hydrophone)

Phencyclidine (PCP)

Barbiturates

Methadone

Methaqualone

Propoxyphene

Benzodiazepines

**Covered Employee [see Employee (Covered)]**

**Custody and Control Form (CCF)** is the laboratory form used to track the chain of custody of a urine specimen that has been collected for drug testing.

**Drug and Alcohol Program Administrator (DAPM)** is the individual responsible for the implementation of the drug and alcohol testing program. The DAPM is an individual identified by the employer as able to receive communications and test results from service agents and to make required decisions in the testing and evaluation processes. This individual must be an employee of the company. Service agents cannot serve as DAPMs.

**Dilute Specimen** means a specimen with creatinine and specific gravity values that are lower than expected for human urine.

**Drugs (See "Controlled Substances").**

**EBT (Evidential Breath Testing Device)** is a device which has been approved by the National Highway Traffic Safety Administration (NHTSA) for

the testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL), and identified on the CPL as conforming with the model specifications available from NHTSA, Office of Alcohol and State Programs.

**Employee** means any person who is employed by this company. This includes, but is not limited to: full time, regularly employed employees; casual, intermittent or occasional employees.

**Employee (Covered)** is any employee who is covered by this policy. Coverage is determined by West Virginia State Law and by the decision of this employer.

**Employer** is the person or entity employing one or more employees that is subject to this policy. As used in this part, employer means the entity responsible for overall implementation of the drug and alcohol program requirements, including individuals employed by the entity who take personnel actions resulting from violations of this part. The term includes an employer's officers, representatives, and management personnel. Service agents are not considered employers.

**HHS** is The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

**Initial Drug Test** is the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

**Invalid Drug Test** is the result of a drug test for a urine specimen that contains an unidentified interfering substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.

**Laboratory** is the facility where the actual testing of a urine specimen takes place.

**Licensed Medical Practitioner** means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

**Medical Review Officer (MRO)** means a licensed physician (Medical Doctor or Doctor of Osteopathy) who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

**Prohibition** refers to the actual conduct that is prohibited under this controlled substance and alcohol policy. Any violation of these prohibitions will result in the individual not being able to work until the return-to-duty requirements are met. See Section VI. Employer's Independently Authorized Consequences and Requirements.

**Primary Specimen** is the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of validity testing. The primary specimen is distinguished from the split specimen, defined in this section.

➔ **Refusal (or Refuse) to Submit** means a specific action taken by an employee to interfere with the controlled substances and/or alcohol testing process. The following criteria constitute a refusal to submit under these regulations.



## Controlled Substances Testing

When the employee:

- Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer after being directed to do so by the employer.
- Fails to remain at the testing site until the testing process is complete.
- Fails to provide a urine specimen for any drug test required by this policy.
- Fails to provide sufficient quantity of urine within the three-hour time limit and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Fails or declines to take a second test the employer, MRO, or collector has directed the employee to take.
- Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DAPM as part of the “shy bladder” procedures.
- Fails to cooperate with any part of the testing process (e.g. refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, etc.)
- Fails to remain readily available for post-accident testing or fails to report, without a valid reason, that he/she was in a post-accident situation that required testing.
- If the MRO reports to the employee that he/she has a verified adulterated or substituted test result.

## Breath Alcohol Testing

When the employee:

- Fails to appear for any test (except a pre-employment test) within a reasonable amount of time, as determined by the employer, after being directed to do so by the employer.
- Fails to remain at the testing site until the testing process is complete.
- Fails to provide a saliva or breath specimen, as applicable, for any required test.
- Fails to provide a sufficient breath specimen and a physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Fails to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures
- Fails to sign the certification at Step 2 of the alcohol testing form (ATF)

**Safety Sensitive Position** is defined as one in which impairment caused by drug use would threaten the health or safety of any person.

**Screening Test** (also known as Initial Test)

- In alcohol testing, it means an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.
- In drug testing, it means a test to eliminate “negative” urine specimens from further analysis or to identify a specimen that requires additional testing for the presence of drugs/drug metabolites.

**Screening Test Technician (STT)** is a person who instructs and assists employees in the alcohol testing process and operates an Alcohol Screening Device (ASD).

**Shipping Container** is a container that is used for transporting and protecting urine specimen bottles and associated documents from the collection site to the laboratory.

**Specimen Bottle** is the bottle that, after being labeled and sealed, is used to hold the urine specimen during transportation to the laboratory.

➔ **Split Specimen** is applicable only in drug testing. It is a part of the urine specimen that is sent to a first laboratory and retained unopened. It is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive, adulterated or substituted test result of the primary specimen.

**Substance Abuse Professional (SAP)** means a person who evaluates employees who have violated a drug and alcohol policy and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

**Substituted Specimen** is a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine. Once verified by the MRO, this is reported as a “Refusal-to-test”.

#### **Validity Testing:**

- **Initial Validity Test** is the first test used to determine if a specimen is adulterated, diluted, or substituted.
- **Confirmation (or Confirmatory) Validity Test** is the second test performed on a urine specimen to further support a validity test result.

**Verified Test Result** is a drug test result or validity testing result from a HHS-certified laboratory that has undergone review and final determination by the MRO.

# III. CIRCUMSTANCES FOR CONTROLLED SUBSTANCES AND/OR ALCOHOL TESTING

Employees must submit to alcohol and/or controlled substances tests in the circumstances listed below. An employee is also subject to alcohol testing any time during the required hours of compliance for: post-accident, random, reasonable-suspicion and follow-up testing

## A. POST-ACCIDENT TESTING

### **Subject Summary**

***Employees are subject to a post-accident drug and alcohol test following an on-the-job accident.***

Post-accident drug and alcohol testing is required when an employee is involved in an on-the-job accident/incident which may have involved human error that results in a fatality, serious injury, or apparent property damage.

### **Subject Summary**

***All employees are subject to random drug and alcohol testing. The random selections are computer-generated by Foley Services, Inc. without bias. An individual may be selected multiple times or not at all during any given year.***

Employees are subject to unannounced random controlled substances and alcohol testing. Foley Services, Inc. generates the random selections using a computer-based random number generator that is matched to an individual's ID number (social security number or employee ID). Once the selections are generated, Foley Services then notifies employer's DAPM as to who has been selected for a random alcohol and/or controlled substances test. Employer's DAPM then notifies the employee to proceed immediately to the designated collection site. Employees are required to proceed immediately to the collection site. Failure to appear at the collection site within a reasonable time period may result in a Refusal to Submit, which carries the same consequences as a failed test. (See Refusal to Submit, Section V.)

Random selections are to be spread reasonably throughout the calendar year. The probability of an individual being randomly selected in the future is not changed by prior random selections. A characteristic of the random selection process is that an employee may be selected for random testing multiple times, or not at all, during any given year.

## C. REASONABLE-SUSPICION TESTING

### **Subject Summary**

***A reasonable-suspicion alcohol and/or drug test is required to be conducted when a trained supervisor determines that an individual appears to be impaired.***

Employer requires an employee to submit to a controlled substances and/or alcohol test if the employer has reasonable suspicion to believe that the employee has violated the drug and alcohol prohibitions.

The employer's determination shall be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The required observations shall be made by a company official or supervisor who has been trained to identify actions, appearance, and conduct.

Reasonable-suspicion alcohol testing is authorized only if the required observations are made during, just preceding, or just after the period of the workday that the employee is required to be in compliance with this section.

## D. RETURN-TO-DUTY TESTING

### **Subject Summary**

***Return-to-duty testing is required after an employee has complied with the SAP's recommended treatment and/or education following a policy violation.***

An employee who violates this policy cannot perform work for this employer until complying with the required elements of the return-to-duty process. Once the SAP has determined, during the follow-up evaluation, that the employee has successfully complied with prescribed education and/or treatment, the SAP shall inform employer's DAPM that the employee may now have the return-to-duty test. See Section VI. EMPLOYER'S INDEPENDENTLY AUTHORIZED CONSEQUENCES AND REQUIREMENTS.

## E. FOLLOW-UP TESTING

### **Subject Summary**

***There are to be a minimum of two tests conducted within 24 months of returning to duty. These tests are to be conducted for current /subsequent employer if employee returns to duty.***

After a violation of the drug and alcohol testing prohibitions and following successful return-to-duty testing, an employee is subject to follow-up testing after returning to duty. The SAP establishes a follow-up testing plan that defines the number and frequency of the follow-up tests to be conducted.

The employer will schedule the test dates and ensure that the appropriate tests are conducted within the two-year period after completion of the program, as well as any subsequent testing requirements.

Tests may be for both controlled substances and/or alcohol, regardless of whether the prohibition violation concerned either specific substance. There is no limit to the number and frequency of the follow-up tests. Only the SAP may modify the follow-up plan he/she developed.

## IV. PROCEDURES USED TO ENSURE THE INTEGRITY OF THE TESTING PROCESS

### A. CONTROLLED SUBSTANCES

#### **Subject Summary**

*There are many safeguards to ensure the integrity of the collection/testing process.*

*They include:*

- *Chain of custody documentation*
- *Split specimen collection*
- *MRO review of results*
- *Collector training*
- *Blind specimen testing*

Employer, and service agents utilized in connection with controlled substances testing, will comply with all State laws intended to ensure the privacy, as well as the fair and respectful treatment, of the individuals being tested, the security of the specimens, and the accuracy, and confidentiality of test results.

All individuals submitting to required testing must be identified via picture identification or by an authorized employer representative to ensure that the individual being tested is the correct person. A donor's social security number or employee identification number is used to track the specimen through the testing process.

Collection and testing procedures, including the "chain of custody" and split-specimen method of collection, have been established to safeguard the integrity of the collection and testing process. Individuals are in direct visual contact with their urine specimen container/bottles until the collection process is complete. Tamperproof seals on the specimen bottles, initialed by the donor, along with the appropriate chain of custody paperwork provide additional security in the collection/testing procedure.

The actual controlled substances test analysis will be conducted only at laboratories that are certified by the Department of Health and Human Services (HHS).

Foley MRO Services has a "Blind Specimen" testing program in which known positive, negative and adulterated and/or substituted drug specimens are periodically sent to the laboratories to check the integrity of their testing process.

### B. ALCOHOL

#### **Subject Summary**

*Trained technicians perform alcohol testing using approved equipment. If the initial test result is higher than 0.02AC, a confirmation test is performed. The confirmation test is conducted on an EBT that goes through calibration checks to test its accuracy and actually prints out the test result.*

Only trained individuals, using equipment that is listed on NHTSA's conforming products list, conduct alcohol testing. An initial alcohol screening test, conducted on an approved screening device, measures the AC of the employee. This result may be handwritten by the technician, printed directly on the alcohol testing form (ATF) by the testing equipment, or affixed to the ATF with tamper-evident tape. Any test result that is less than 0.02AC becomes the actual test result and no further testing is required.

If an initial alcohol screening test is 0.02AC or greater, a second (confirmation) test is performed on an evidential breath testing device (EBT) and the confirmation test result becomes the result of record (not the initial screening test result). Before this confirmation test is conducted, a 15- to 30-minute waiting period is required to reduce the impact of mouth alcohol. The confirmation testing process may only be performed on an EBT utilizing air blanks to ensure that surrounding air conditions are not negatively affecting the testing process. The confirmation test result is either printed directly on the ATF by the testing device or is affixed to the form with tamper evident tape. The employee is given a copy of the ATF.

## C. MRO VERIFICATION

### **Subject Summary**

***The program utilizes a certified Medical Review Officer (MRO).***

***The MRO must be a licensed physician and it is the MRO's responsibility to ensure that the chain of custody documentation is preserved.***

***The MRO will investigate test results and question you about problematic results.***

This program utilizes a certified Medical Review Officer (MRO), who is a licensed physician (Medical Doctor or Doctor of Osteopathy) who has appropriate knowledge and medical training to interpret and evaluate an individual's initial confirmed non-negative test result with his or her medical history and any other relevant biomedical information.

The MRO's responsibility includes providing a review of the laboratory's "chain of custody" documentation to ensure that it properly tracked the handling and storage of the urine specimen.

Before determining that a non-negative test result is a verified positive, a canceled test, a refusal to submit due to a diluted or substituted specimen, or a verified negative test result, the MRO will give you an opportunity to discuss the test result, review your medical records, and will rule out alternate medical explanations.

If you are notified to return a call to the MRO, it is your responsibility to return a telephone call to the MRO within 72 hours upon receiving a message from either the MRO or your DAPM. Failure to contact the MRO within this timeframe will result in the MRO making a final determination of the non-negative drug test result without any input from you.

## D. MAINTENANCE AND RELEASE OF CONFIDENTIAL INFORMATION

### **Subject Summary**

***All results and associated records dealing with this program are maintained in a confidential manner. Only individuals with a "need to know" have access to this information.***

***An employee may receive copies of his/her records upon written request.***

***In certain administrative or legal proceedings, an employee's confidential information may be released without his/her permission.***

All controlled substances and alcohol test results, as well as related medical records and information, will be maintained in a confidential manner and released only as permitted by State and Federal laws. Their disclosure shall be strictly limited to those with a need to know.

Each employee has the right to have a copy of his/her controlled substances and/or alcohol test result(s), as well as any associated reports, upon written request.

Employers, as well as local, state, or federal authorities may obtain information on possession and consumption. It is important that an employee understand that when an employer obtains drug and/or alcohol test results that were conducted by local, state or federal authorities, for any purpose, the employer can use these results to support actions taken by employer.

## E. LABORATORY TESTING

Once the specimen arrives at the laboratory it undergoes a series of tests:

**Screening test** – The screening test eliminates negative specimens or identifies specimens that require additional testing for the presence of drugs or validity. The screening test is performed using a technique called immunoassay.

**Validity test** – The specimen is tested and analyzed to determine the levels that initially indicated that the specimen was not consistent with human urine. Validity testing will determine if a specimen has been adulterated, diluted or substituted.

**Confirmatory test** – If the screening test identifies a specimen as positive for one or more drugs, a confirmation test is performed on the specimen using a highly accurate testing technology called gas chromatography/mass spectrometry, or GC/MS. Only if the specimen has a positive result on both the screening and confirmation test will it be identified and reported as a confirmed positive to the MRO.

## F. SPLIT SPECIMEN TESTING OPTION

Should the MRO verify your test result as non-negative, you will have the option to have the split specimen portion tested, at your expense, at another certified laboratory of your choosing. You will recall that the specimen you provided was divided into two specimen bottles during the collection procedure. The primary specimen was used to determine your initial result and the second specimen bottle was retained in the event you questioned the initial verified results. Once you elect, in writing, to have your split specimen tested it will be shipped to a second certified laboratory for testing.

This option can be selected up to 72 hours from the written notification of a positive test result by the MRO.

If you choose to have the split portion of your specimen tested, you must notify the MRO in writing of your request and send written notification, via

Email: [MRO@FoleyServices.com](mailto:MRO@FoleyServices.com)

Confidential Fax: (860) 659-6253. If faxing, it is your responsibility to call the MRO at (877) 676-7384 ext. 714 to verify receipt of the fax.

You must provide the DAPM with a copy of this request.

### IMPORTANT NOTES

There is no threshold during the reconfirmation for the presence of a prohibited substance. Any detectable presence of a drug will reconfirm the original non-negative test result. If the split specimen test fails to reconfirm the original non-negative, the MRO will cancel the non-negative test result.

After a non-negative drug test result, there is no opportunity to have a second collection that negates the first non-negative test result.

It's important to note that a request for a test of the split portion will not delay any disciplinary action. [See Section VI: VI. EMPLOYER'S INDEPENDENTLY AUTHORIZED CONSEQUENCES AND REQUIREMENTS]

You are responsible for the cost of the split specimen test, [See Section VII. EMPLOYER'S INDEPENDENTLY AUTHORIZED FINANCIAL RESPONSIBILITIES] unless the split specimen test does not reconfirm the non-negative test result.

## V. POLICY PROHIBITIONS

### **Subject Summary**

*This section outlines the various prohibitions of this policy.*

Listed below is conduct that is prohibited by this policy. Specific to each prohibition, no employer having actual knowledge that an employee has violated a prohibition shall permit the employee to continue to perform his/her job function. The consequences of these violations are defined in Section VI. EMPLOYER'S INDEPENDENTLY AUTHORIZED CONSEQUENCES AND REQUIREMENTS.

### A. ALCOHOL CONCENTRATION

No employee shall report for duty or remain on duty while having an AC of 0.04 or greater.

### B. ON-DUTY USE

No employee shall use alcohol while performing job functions.

### C. PRE-DUTY USE

No employee shall perform job functions within four hours after using alcohol.

### D. CONTROLLED SUBSTANCES USE

No employee shall report for duty or remain on duty when he/she uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the employee that the substance will not adversely affect the employee's ability to perform job responsibilities.

### E. CONTROLLED SUBSTANCES TESTING

No employee shall report for duty or remain on duty if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.

### F. REFUSAL TO SUBMIT TO REQUIRED TESTING

#### **Subject Summary**

*A refusal to submit has the same consequences as a positive drug test result.*

*It is imperative that you understand all of the situations that are considered a refusal to submit so that you do not inadvertently get yourself into a situation that violates the prohibitions.*

*Since this issue is so important, this refusal-to-submit section has been included in this policy.*

It is important that an employee knows and understands what constitutes a refusal-to-submit since he/she could inadvertently put himself/herself in a position to be deemed a refusal-to-submit.

No employee shall refuse to submit to a post-accident alcohol or controlled substances test, random drug or alcohol testing, a reasonable-suspicion alcohol or controlled substances test required by this policy or a follow-up alcohol or controlled substances test required under this policy. SEE SECTION V. POLICY PROHIBITIONS.

An individual with a "refusal-to-submit" is subject to the same consequences as an individual who tests positive for controlled substances or alcohol. The individual cannot perform job functions for employer until the requirements of the return-to-duty process have been met.

The definition of a Refusal (or Refuse) to Submit means a specific action taken by a employee to interfere with the controlled substances and/or alcohol testing process required under this policy.

The following criteria constitute a refusal to submit under this policy:



## CONTROLLED SUBSTANCES TESTING

### When the employee:

- Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer after being directed to do so by the employer.
- Fails to remain at the testing site until the testing process is complete.
- Fails to provide a urine specimen for any drug test required by this policy.
- Fails to provide sufficient quantity of urine within the three-hour time limit and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Fails or declines to take a second test the employer, MRO, or collector has directed the employee to take.
- Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DAPM as part of the "shy bladder" procedures.
- Fails to cooperate with any part of the testing process (e.g. refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, etc.)
- Fails to remain readily available for post-accident testing or fails to report, without a valid reason, that he/she was in a post-accident situation that required testing.
- If the MRO reports to the employee that he/she has a verified adulterated or substituted test result.

## BREATH ALCOHOL TESTING

### When the employee:

- Fails to appear for any test (except a pre-employment test) within a reasonable amount of time, as determined by the employer, after being directed to do so by the employer.
- Fails to remain at the testing site until the testing process is complete.
- Fails to provide a saliva or breath specimen, as applicable, for any required test.
- Fails to provide a sufficient breath specimen and a physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Fails to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures
- Fails to sign the certification at Step 2 of the alcohol testing form (ATF)

## G. "SHY BLADDER"

If you cannot provide at least 45 milliliters of urine at the time of collection, the insufficient specimen will be discarded and a new collection will begin.

There is then a three-hour period during which time you may consume up to 40 fluid ounces of fluid, which will be reasonably distributed. You must remain at the collection site. You may decline to drink fluids if you wish without it being considered a refusal-to-test. However, if you cannot provide the required amount of urine by the end of the three-hour period, you will be in what is called a "shy bladder" situation.

If this occurs, you will be directed to obtain, within five days, an evaluation concerning your inability to provide an adequate amount of urine. The evaluation must be performed by a licensed physician who is acceptable to the DAPM. The physician will provide the MRO with his or her conclusions. The MRO will make a final determination and provide a written report of his/her findings to the DAPM. If the MRO determines, in his or her reasonable medical judgment, that there was a valid medical reason for the shy bladder, the test is cancelled. If the MRO determines that there is no medical explanation, the test will be recorded as a Refusal-to-Test and you will be responsible for the cost of the medical evaluation.

## H. "SHY LUNG"

If you fail to provide an adequate amount of breath during the collection procedure, you will be in what is called a "shy lung" situation. The collector will note that fact in the remarks section on the form and notify the Drug and Alcohol Program Manager.

If this occurs, you will be directed to obtain, within five days, an evaluation concerning your inability to provide an adequate amount of breath. The evaluation must be performed by a licensed physician who is acceptable to the DAPM. The physician will provide the DAPM with his or her conclusions. If the physician determines that there is no medical explanation, the test will be recorded as a Refusal-to-Test and you will be responsible for the cost of the medical evaluation.

## VI. EMPLOYER'S INDEPENDENTLY AUTHORIZED CONSEQUENCES AND REQUIREMENTS

The consequences defined herein are not part of an employee agreement. As *Independently Authorized*, employer may take disciplinary actions, *up to and including termination*, for any violation of this policy.

### A. FIRST VIOLATION OF A PROHIBITION

#### **Subject Summary**

***1<sup>st</sup> Violation - Employer retains employee and allows him/her to complete return-to-duty requirements.***

This employer affords an employee who violates this policy, for the first time, the opportunity to complete the return-to-duty requirements. Once the DAPM has received a written report from the SAP that the employee has demonstrated successful compliance with the SAP's education and/or treatment recommendations, it is at the discretion of the DAPM to direct the employee to have the return-to-duty test(s) completed.

- The return to duty process involves the following:
- A preliminary meeting with a SAP who will recommend a rehabilitation program.
- Upon completion of the rehabilitation program, an employee must attend a second meeting with the SAP to evaluate if the employee has complied with the program.
- When the SAP is confident the employee has successfully complied with the recommended rehabilitation program, the SAP will contact the DAPM.
- The DAPM will instruct the employee to submit to return-to-duty testing and produce negative test result(s).
- Upon receipt of the negative return-to-duty test result(s), the employee may resume his job function and shall adhere to the SAP's follow-up testing plan.
- The employee will be subject to follow-up testing.

### B. SECOND VIOLATION OF A PROHIBITION

#### **Subject Summary**

***2<sup>nd</sup> Violation - Employee is terminated.***

Should an employee violate this policy a second time, his/her employment will be terminated.

### C. OTHER EMPLOYER AUTHORIZED REQUIREMENTS

The following items are required by Employer:

#### **Negative-Dilute Drug Test Result**

Employer requires an employee who has a negative-dilute pre-employment, return-to-duty or follow-up drug test result to submit to a second specimen collection.

## Subject Summary

### **Employer requires:**

- **Employee with a negative-dilute pre-employment, return-to-duty, or follow-up drug test result to submit to a second collection.**
- **Employee to accept independent transportation home after a reasonable-suspicion test.**
- **Employee to fully cooperate with the SAP and MRO if required.**
- **Employee to have the return-to-duty testing completed (after SAP states the return-to-duty test may be conducted) within the time parameters stated to the right.**
- **Employee to report a felony conviction involving drugs.**

## After Reasonable-Suspicion Testing

An employee brought for a reasonable-suspicion controlled substances test or a reasonable-suspicion alcohol test with a test result of 0.02AC or greater, will be required to accept employer-arranged transportation, or arrange for independent transportation home, whichever is acceptable to employer. *Refusal to accept independent transportation may result in disciplinary actions, up to and including, immediate termination.*

## Cooperation

An employee is required to fully cooperate with the SAP or the MRO including, but not limited to, meeting any required education and/or treatment, whether in-patient or out-patient. *Failure to cooperate fully may result in disciplinary action up to and including termination.*

## Timely Return-to Duty Testing

Employer has a time limit for an employee to complete successful return-to-duty testing. Once the SAP has conducted the follow-up evaluation and notified the DAPM that the individual has successfully complied with the education and/or treatment recommendations, the DAPM will require that return-to-duty testing take place.

## Conviction of a Felony

An employee who has been convicted of a felony involving the possession of, or a transaction in, illegal controlled substances (regardless of where the unlawful activities took place) *is subject to disciplinary action, up to and including, termination.*

## Reporting drug convictions

Employees must report any conviction under a criminal drug statute, including a plea of "no contest," occurring on or off employer premises while conducting employer business. This notification must be provided to the employer within thirty days of the conviction; it must be in writing and contain the specifically requested information and be signed by the employee.

## VII. EMPLOYEE'S FINANCIAL RESPONSIBILITIES

### **Subject Summary**

**1<sup>st</sup> Violation – An employee with a non-negative test result will have his/her employment terminated.**

This section identifies situations that affect the employee financially. Listed are services that if availed by the employee, he/she would be responsible for the associated fees incurred. The employee would also be financially affected if he/she was on an unpaid leave of absence.

### A. COST OF MEDICAL EXAMINATION FOR SHY BLADDER OR SHY LUNG

**Employee Responsible for Cost** - If an employee is required to have a medical examination for a shy bladder or shy lung situation, this is at his/her expense. The employee is to pay the licensed medical practitioner directly, if it is not otherwise covered by employee's health care coverage. If the medical evaluation finds there was a valid medical reason for the inability of the employee to provide adequate urine or breath for testing, the employer will reimburse the employee for the cost of the medical evaluation.

### B. UNPAID LEAVE OF ABSENCE

After a first violation of the prohibitions, the employer has the option to have the employee placed on an unpaid leave of absence until the he/she has met all return-to-duty requirements.

### C. COST OF SPLIT SPECIMEN TEST

**Employee Responsible for Cost** - If an employee, reported to have a verified non-negative controlled substances test result, or a refusal-to-test due to adulteration or substitution of a specimen, requests the split specimen to be conducted, it will be at his/her expense. Employee agrees to reimburse employer for this test fee.

If the split specimen test does not reconfirm the original non-negative test result, or the adulterant was not found within the criteria, or the specimen was not consistent with the substitution criteria, the employee will not be charged for this test fee. If requested, the test will be conducted.

#### If the Split Specimen Test Result Does Not Reconfirm the Original Result

**Employer Responsible for Back Pay** - If the split specimen test does not reconfirm the original non-negative test result, or the adulterant was not found within the criteria, or the specimen was not consistent with the substitution criteria, the employee will be reimbursed back pay if he/she was on an unpaid leave of absence.

### D. EXPENSES ASSOCIATED WITH THE RETURN-TO-DUTY PROCESS

Following a first violation of the prohibitions, employer will allow the employee to remain an employee and go through the return-to-duty process. The employee is responsible for all fees associated with the return-to-duty process that are not covered by the employee's insurance, if any.

### **Initial SAP Evaluation**

The employee will be responsible for the expense of the initial SAP evaluation to prescribe recommended education and/or treatment for a employee who violated the prohibitions. Employee agrees to reimburse employer for the expense of this service.

### **Follow-up SAP Evaluation**

The employee will be responsible for the expense of the follow-up SAP evaluation to determine whether he/she was compliant in meeting the SAP's recommendations. Employee agrees to reimburse employer for the expense of this service.

### **Cost of Treatment**

Employee will be responsible for the expense of any education and/or treatment not covered by insurance. Employee will make own arrangements to pay the education and/or treatment provider directly.

*End of Policy*

# ACKNOWLEDGMENT OF RECEIPT AND REVIEW OF EMPLOYER'S CONTROLLED SUBSTANCES AND ALCOHOL POLICY

I acknowledge that I have received a copy of the Employer's Drug-Free Workplace Employee Drug and Alcohol Testing Policy.

I have been made aware of the following components of Employer's Policy

- Identity of the Drug and Alcohol Program Manager (DAPM)
- Prohibitions
- Circumstances for controlled substances and alcohol testing
- Collection procedures and safeguards
- The requirement to submit to testing
- What constitutes a refusal-to-submit and the attendant consequences
- Consequences of violating the prohibitions
- Employer provided me with an additional General Policy that is issued to all employees.

Receipt and Review of Policy

Employee's Full Name (printed): \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*

DAPM Full Name (printed): \_\_\_\_\_

DAPM Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**JEFFERDS CORPORATION  
MANAGEMENT MEMORANDUM**

**PERSONNEL MANUAL  
P-1-3 ADDENDUM NO. 1  
PERSONNEL PRACTICES  
DRUG FREE WORKPLACE  
PROGRAM**

To: All Managers  
All Bookholders

4-01-02 (Replaces issue of 2-25-99)

From: President

Resp: Personnel Department

The objective of the Drug Free Workplace Act of 1988 (effective 3-18-89) is to maintain a safe and productive work environment free of consequences of drugs, unlawful and lawful, and of alcohol use among employees in positions which include responsibility involving public safety or the safety of others.

For purposes of assuring compliance with company policy (Our policy concerning drug testing is spelled out in some detail by Controlled Substances and Alcohol Policy, Controlled Substances and Alcohol - Drivers and Pre-Employment Drug Testing) as well as the Drug Free Workplace Act, a substance detection screening program has been established and implemented where necessary. This involves pre-employment, pre-assignment testing, periodic non-discriminatory random testing and suspected impairment/ reasonable cause testing.

The substance detection screening program is administered in such a way as to protect and respect each individual's privacy. All screening results are kept confidential and available only to those persons authorized to have the data. The records are maintained in separate confidential files at all times. Summary reports necessary for certification may be kept in personnel or DOT driver files only if no specific medical/lab data is entered.

It is imperative that the individual applicant or employee be advised of our screening program, his/her responsibilities, tests, and the consequences of positive testing. The company will provide the individual with a consent or release form authorizing collection and analysis of urine specimens by a certified laboratory as well as release of the results to Jefferds Corporation. The release may also authorize Jefferds Corporation to release the positive results to an approved customer.

Company policy requires that all employees in safety sensitive positions, supervisors and managers participate in an "Employee Assistance Program (EAP)." The EAP program for non-DOT positions will follow the same guidelines as the DOT program.

**Applicants:** Refusal to submit to screening makes it impossible to classify an applicant for a position defined as "sensitive"; failure to completely and truthfully answer each mandatory questions and/or a positive substance screening will result in termination of the employment process.

**Employees:** Refusal to submit to screening or use of an adulterant (products that mask the presence of illegal drugs in the urine) in urine specimen will be considered to be a violation of company policy and/or an act of insubordination and therefore subject to immediate termination of employment.

**Compliance Control:**

Applicants for employment, as well as employees who are, or may be assigned to a safety or environmentally sensitive position performing work at a customer's location, operating and maintaining equipment, or operation of a Department of Transportation (DOT) regulated commercial vehicle, will be required to participate in the substance detection program as a term and condition of holding such position. Initially, positions involved are mechanics, installers, sales personnel, truck drivers and others as required by governmental regulations, court decisions, or a customer's safety program.

**All** employees are subject to urine drug screen testing for suspected impairment/reasonable cause, as well as corrective or disciplinary action, up to and including termination of employment.



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Controlled substance testing for DOT/CDL drivers will be performed according to 391, Subpart H, and Part 382 FHWA/DOT Regulations for Drug and Alcohol Control, utilizing Labcorp (NIDA approved) Progressive Urine Drug Screen. See MM V-1-6 for DOT regulations and collection sites.

Substance testing for all safety sensitive position applicants and employees will be coordinated and performed by the same DOT consultant and laboratory, Pembroke Occupational Health and Labcorp and Pembroke's MRO (Medical Review Officer). Labcorp supplies the drug screen kits, as well as the chain of custody (COC) forms. The drug screen panel No. 071175 will be the test for non-DOT safety sensitive positions. Positive results will be subject to confirmatory (GC/MS) testing. The MRO reviews and interprets positive test results; conducts a medical interview with the participant tested reviewing history or other relevant biomedical factors, prior to final determination.

Selection of random urine drug screen testing: Upon receipt of selection from consultant, personnel will notify the participant within the appropriate test period. Participation is to be unannounced. As soon as notified, the participant is to proceed immediately to the Labcorp collection site, or a collection site designated in those areas without Labcorp. "Immediately" means that all actions, after notification, lead to the expeditious submission of the specimen. Any activity that does not directly lead to submitting the specimen should be deferred by the participant until the specimen is collected. Whenever there is reason to believe that a particular participant has altered or substituted the specimen, a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person, the participant having been escorted to the collection site by a company representative. Refusal to be tested is considered the same as if screening was positive.

Any participant testing positive for substances tested for on DOT or non-DOT screen will be placed on suspension for 30 days and will not be allowed to drive any company vehicle and will be pulled from any safety sensitive positions until such time as he/she tests negative and has completed a certified rehabilitation program.

A participant determined to be using drugs will be encouraged to participate in a certified substance abuse rehabilitation program and may be reinstated in the safety sensitive position upon completion of such a program. Individuals who refuse rehabilitation will not be retained; employment will be terminated. The Personnel Department will, upon request, advise the employee regarding any insurance coverage available for substance abuse rehabilitation expenses.

Testing for alcohol will follow the guidelines implemented under the U. S. DOT regulations, Part 382, Controlled Substance & Alcohol Use and Testing.

For purposes of assuring compliance, all employees who perform work on customers' premises may be subject to substance screening and inspection in the same circumstances as required for employees of the customer.

**JEFFERDS CORPORATION  
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Controlled substances to be included in the detection program are:

	<u>Labcorp #071175</u>	<u>DOT/NIDA #707000</u>
Marijuana Metabolites	X	X
Cocaine Metabolites	X	X
Opiate Metabolites	X	X
Morphine		
Codeine		
Phencyclidine (PCP)	X	X
Amphetamines	X	X
Amphetamine		
Methamphetamine		
Barbiturates		
Benzodiazepines	X	Later
Methaqualone	X	Later
Creatinine, Urine	X	Later
Alcohol (Separate Specimen)		X
Breathalyzer		
Blood		
Urine (Not Confirmatory)		

Attachment: EAP Certification

**JEFFERDS CORPORATION  
MANAGEMENT MEMORANDUM**

**PERSONNEL MANUAL  
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DRUG FREE WORKPLACE  
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**ATTACHMENT**

**EMPLOYEE ASSISTANCE PROGRAM E.A.P.  
CERTIFICATE OF TRAINING**

I have participated in the one-hour employee assistance program as required by company policy.

I have received, or have available, a copy of the corporate management memorandum, P-1-3, with addenda and attachment, which contain the policy and procedures on substance abuse and drug screen testing.

---

Employee

---

Date



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,  
COUNTY OF Putnam, TO-WIT:

I, Frankie Ball, after being first duly sworn, depose and state as follows:

1. I am an employee of Jeffferds Corporation; and,  
(Company Name)
2. I do hereby attest that Jeffferds Corporation  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D.**

The above statements are sworn to under the penalty of perjury.

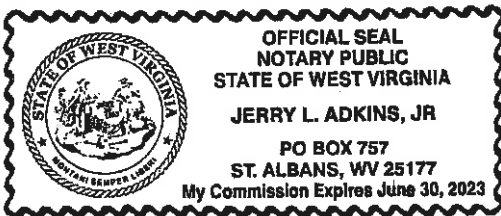
Printed Name: Terri Patton  
 Signature: [Handwritten Signature]  
 Title: HR Manager  
 Company Name: Jeffferds Corporation  
 Date: 9/19/18

Taken, subscribed and sworn to before me this 19<sup>th</sup> day of September, 2018.

By Commission expires June 30, 2023

(Seal)

[Handwritten Signature]  
 (Notary Public)



**BID BOND PREPARATION INSTRUCTIONS**

AGENCY (A)  
RFQ/RFP# (B)

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D) of (E) as Principal, and (F) of (G) (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of (K) (\$ (L) ) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for \_\_\_\_\_

(M)

**NOW THEREFORE**

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Oblige may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20(P).

Principal Seal

(R)

(Q)  
(Name of Principal)

By (S)  
(Must be President, Vice President, or Duly Authorized Agent)

(T)  
Title

Surety Seal

(U)

(V)  
(Name of Surety)

(W)  
Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

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

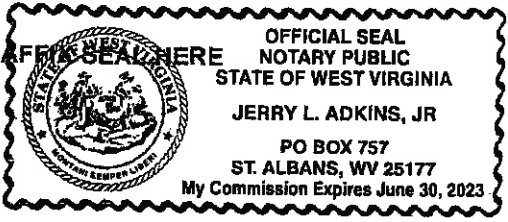
Authorized Signature: [Signature] Date: 9/19/18

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 19<sup>th</sup> day of September, 2018.

My Commission expires June 30, 2023.



NOTARY PUBLIC [Signature]