



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

State of West Virginia  
 Request for Quotation

Proc Folder: 50250

Doc Description: 2 - TOYOTA MODEL 8FGCU25 FORK LIFT TRUCKS OR EQUAL

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-17	2015-01-20 13:30:00	CRFQ 0708 ABC1500000003	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

*Power Products, Inc.  
 P.O. Box 1163  
 3225 Greenup Avenue  
 Ashland, KY 41101  
 Ph# 606-329-2918*

01/12/15 09:48:51  
 West Virginia Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Evelyn Melton  
 (304) 558-7023  
 evelyn.p.melton@wv.gov

Signature X

*M.P. Melton*

FEIN #

*611001867*

DATE

*01/05/15*

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

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER ALCOHOL BEVERAGE CONTROL COMMISSION 4TH FLOOR 900 PENNSYLVANIA AVE CHARLESTON WV25302 US		ABCA WAREHOUSE HUB INDUSTRIAL PARK 97 INDEPENDENT AVE NITRO WV 25143 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TOYOTA FORK LIFT TRUCKS OR EQUAL	2.00000	EA	<i>\$19,994.00 ea.</i>	<i>\$39,988.00</i>

Comm Code	Manufacturer	Specification	Model #
24101603	<i>KOMATSU</i>	<i>5000lb. basic capacity LPG powered solid cushion tire forklifts</i>	<i>FG25SHF-16</i>

Extended Description :

2 - TOYOTA MODEL 8FGCU25 LPG POWERED FORK LIFT TRUCK OR EQUAL. *NOTE! See attached quote # WVPA-ABC1503 for complete specifications*

THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WV ALCOHOL BEVERAGE CONTROL COMMISSION TO ESTABLISH A CONTRACT FOR THE ONE TIME PURCHASE OF TWO (2) TOYOTA MODEL 8FGCU25 LPG (OR EQUAL) POWERED FORK LIFT TRUCKS.

*NOTE! See attached quote # WVPA-ABC1503 for complete specifications along with attached brochures*

<b>ABC1500000003</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> 2 - TOYOTA MODEL 8FGCU25 FORK LIFT TRUCKS OR EQUAL	<b>Page 3</b> <b>of 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 non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: JANUARY 6, 2014 - end of business

Submit Questions to: Evelyn P. Melton  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Evelyn.P.Melton@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:  
 SOLICITATION NO.:  
 BID OPENING DATE:  
 BID OPENING TIME:  
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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: JANUARY 20, 2015 - Tuesday @ 1:30 P.M.

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. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
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 only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
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.



**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. "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.
  - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "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.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

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

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

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

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

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

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

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

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

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

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

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

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ for \_\_\_\_\_.

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

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

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

21. **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.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **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.
24. **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.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **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.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**29. 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>.

**30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.



- 32. 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.
- 33. 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.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 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.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

---

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV ALCOHOL BEVERAGE CONTROL COMMISSION to establish a contract for the one time purchase of TWO (2) TOYOTA MODEL 8FGCU25 LPG (OR EQUAL) POWERED FORK LIFT TRUCKS.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means TWO (2) TOYOTA MODEL 8FGCU25 LPG (OR EQUAL) POWERED FORK LIFT TRUCKS as more fully described by these specifications.
  - 2.2 **“Pricing Section”** means the pages, contained in wvOASIS upon which Vendor should list its proposed price for the Contract Items.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 TWO (2) TOYOTA MODEL 8FGCU25 LPG (OR EQUAL) POWERED FORK LIFT TRUCKS WITH THE FOLLOWING SPECIFICATIONS:

Load Capacity	5000 LBS Minimum
Load Center	24 Inches Minimum
Powered	Propane (LP)
Operator Type	Sit-Down
Tires	Cushion - Smooth Tread
Mast	3-Stage
Maximum Fork Height	189 Inches Minimum
Engine	4-Cylinder (At Least 2.2 Liter)
Fork Size	1.50 X 4 X 42" Exact
Steering	Power
Service Break	Hydraulic Foot
Parking Break	Mechanical/Manual Hand
Transmission	Power Shift Automatic

Transmission Speed F/R	1/1
Hydraulic Pressure	2250 PSI Minimum
Mast Tilt Forward/Backward	Minimum 5 Degrees Forward/Backward
Load Back Rest	48 Inches Minimum
Wheels Front/Rear	2 X 2
Side Shifting Attachment	

**3.1.1.1** TWO (2) TOYOTA MODEL 8FGCU25 LPG (OR EQUAL) POWERED FORK LIFT TRUCKS MUST BE MODEL YEAR 2014 AND MUST BE NEW AND UNUSED.

**3.1.1.2** MUST BE DELIVERED TO WVABCA DISTRIBUTION CENTER LOCATED AT 97 INDEPENDENT AVENUE, HUB INDUSTRIAL PARK, NITRO, WV 25143

**3.1.1.3** MUST PROVIDE OPERATION TRAINING AND CERTIFICATION TO WVABCA STAFF.

#### **4. CONTRACT AWARD:**

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

**4.2 Pricing Section:** Vendor should complete the Pricing Section in WV OASIS. Vendor should complete the Pricing Section in full as failure to complete the Pricing Section in its entirety may result in Vendor's bid being disqualified.

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

#### **5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within ninety (90) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at WV ABCA DISTRIBUTION CENTER, 97 INDEPENDENT AVENUE, HUB INDUSTRIAL PARK, NITRO, WV 25143.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
- Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 VENDOR DEFAULT:**

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.



**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, 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.

Power Products, Inc  
(Company)

Michael F. Williams - Michael F. Williams - President  
(Authorized Signature) (Representative Name, Title)

606-329-2418 606-329-7929 01/05/15  
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ\_ABC150000003

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

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

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

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Power Products, Inc.  
Company

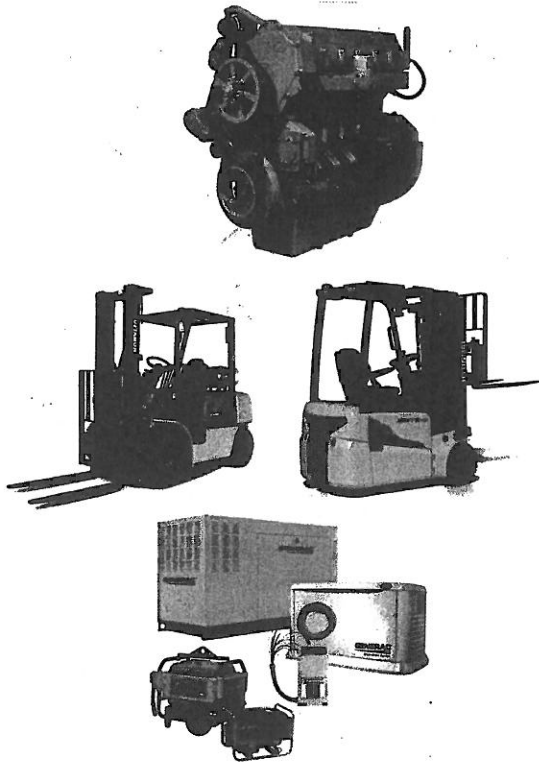
M. J. Williams  
Authorized Signature

01/05/15  
Date

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



**...Powering the Future.**



**Meeting all your Industrial  
Equipment & Diesel Engine needs.**

**POWER PRODUCTS INC.**  
Post Office Box 1163 • 3225 Greenup Avenue  
Ashland, Kentucky 41105-1163  
606.329.2418 • Fax: 606.324.7424  
[www.powerproductsky.com](http://www.powerproductsky.com)

## **Service Capabilities**

### **Complete Testing Capabilities at**

#### **Power Products Inc., locations:**

- ▶ Engine Dynamometer Testing
- ▶ Fuel Injection Testing
- ▶ Machine Shop Service
- ▶ Hydraulics Repair
- ▶ Complete Forklift Repair –all makes
- ▶ Complete Engine Rebuilding
- ▶ Complete Generator Repair

### **Service Maintenance Contracts**

Custom designed contracts to ensure that your equipment is operating at peak performance on a continuing basis.

### **Road and On-Site Service:**

Power Products Inc. offers a fleet of mobile service units to serve our customers 24 hours a day, 7 days a week.

## **ALLIED PRODUCTS**

- ▶ Kocsis Hydro Start Systems
- ▶ Garrett Turbochargers
- ▶ Exide Batteries
- ▶ Rockford/Twin Disc /WPTPTO's
- ▶ Murphy Gauges
- ▶ Felsted Cable Controls
- ▶ AMOT Shutdown Systems
- ▶ Stewart Warner Instruments
- ▶ Marathon Generator Sets
- ▶ Onan Generators
- ▶ Sentinel Shutdown Systems
- ▶ Magnum Water Pumps & Water Trailers
- ▶ Allison Transmission on/off Highway
- ▶ Pow-R-Quik Air & Hyd. Starting Sys.
- ▶ Funk Transmission
- ▶ Clark Transmissions
- ▶ Cascade Attachments
- ▶ Mitco Industrial Tires
- ▶ CFS Falkenroth Forks
- ▶ Bulldog Batteries & Chargers
- ▶ Donaldson Filters and Exhaust
- ▶ SMH All-Makes Forklift Parts
- ▶ Pro Diesel Injection Components
- ▶ FP Diesel Engine Parts
- ▶ IPD Heavy Duty Engine Parts
- ▶ Mahle-Clevite Turbos & Engine Parts
- ▶ Interstate-McBee Engine Parts
- ▶ BIG JOE Material Handling Equip.
- ▶ Mighty Lift Material Handling Equip.

3225 GREENUP AVE  
PO BOX 1163  
ASHLAND, KY 41105-1163



PHONE: 606-329-2418  
FAX: 606-324-7424  
E-mail: powerproductsky@yahoo.com

WV Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130  
ATTN: Evelyn Melton  
Email: evelyn.p.melton

QUOTATION # WVPD-ABC1503  
DATE: 01/06/2015  
TERMS: Net 10 Days  
SALESMAN: Mike Williams

**QTY**      **MAKE**      **MODEL**  
2-New      KOMATSU      FG25SHT-16

**DESCRIPTION**  
**5,000 LB. BASIC CAPACITY  
LPG POWERED FORKLIFTS**

**STANDARD EQUIPMENT**

UL Approval  
EPA Emission Compliant Fuel System  
K21 Gasoline Engine (FG)  
with Electronic Control System  
Anti-Restart Ignition Switch  
Single Speed Power-shift Transmission (T)  
Torque Converter Oil Cooler (T)  
Horn & Hour Meter  
Water Temperature Gauges  
Warning Lights for Oil Pressure and Battery Charge  
Three-Way Hydraulic Control Valve  
Overhead Guard with High Air Intake  
Closed Loop Exhaust System (FG)  
with Three-Way Catalytic Converter  
Komatsu Operator Presence System PLUS (KOPS PLUS)  
ANSI / ITSDF B56.1 – 7.21.10/11  
Compliance PLUS Lift / Lower / Tilt lock

Engine Protection System (FG only)  
with Two-stage Prevention of Excessive Coolant Heat  
Fully Hydrostatic Power Steering (FHPS)  
Tilting Steering Console  
Headlights, OHG Mounted  
Rear LED Stop, Tail and Backup Lights  
"Komfort" Non-Suspension Seat – Vinyl  
Operator Restraint System with Retractable Lap Belt  
Full Floating Operator Compartment (HSC) and Powertrain  
Parking Brake with Double Action Release  
Self Adjusting Service Brakes  
Draw Bar Pin  
Publications – English  
EZ Lift Tandem Pump Hydraulic System  
Staff Operation Training and Certification Included  
LPG Fuel System

**CAPACITY AS EQUIPPED**  
4,800 LB @ 24" LOAD CENTER

**MAST – 3 STAGE FULL FREE VIEW**  
MAX FORKLIFT 188.5", LOWERED 85.5"  
FREELIFT 37.5" – HOOK TYPE  
INCLUDES 37" ITA CLASS III CARRIAGE  
WITH 48" LOAD BACKREST

**FORKS**  
42"L x 4"W x 1.50T STD

**ENGINE**  
NISSAN K25 MODEL, 2.5L – 60 HP @ 2700 RPM

**SMOOTH SOLID CUSHION TIRES**  
DRIVE TIRE SIZE – 21" x 7" x 15"  
STEER TIRE SIZE – 16.25" x 5" x 11.25"

**TRANSMISSION**  
SINGLE SPEED POWERSHIFT AUTOMATIC

**SIDESHIFT**  
37" WIDE INTEGRAL

**UNIT PRICE \$19,994.00 EA DELIVERED**

**TOTAL PRICE \$39,988.00 QUANTITY 2 DELIVERED**

**THE KOMATSU BASIC WARRANTY COVERS THE ENTIRE TRUCK EXCLUDING CONSUMABLES, TIRES, AND NORMAL WEAR FOR 24 MONTHS OR 3,000 HOURS, 60 MONTHS OR THE FIRST 6,000 HOURS ON THE POWER TRAIN ONLY.**

**DELIVERY: 10-12 WEEKS**

**NOTE: PRICE VALIDITY 30 DAYS**

# BX50



**KOMATSU**<sup>®</sup>



*The Forklift With Proven Ability.™*

**CUSHION & PNEUMATIC TIRE FORKLIFTS**

4,000 – 6,500 LBS. CAPACITY | GAS, LPG & DIESEL



## OUR FORKLIFTS ARE ENGINEERED TO RAISE THINGS. INCLUDING THE BAR.

**BUILDING ON MORE THAN 80 YEARS OF EXPERIENCE**, the Komatsu BX50 redefines the forklift once again. Featuring high performance, low maintenance, total operator comfort and outstanding reliability, its innovative engineering can handle your most demanding applications. The BX50 is available in cushion-tire models with capacities from 4,000 through 6,500 pounds, and with pneumatic tires from 4,000 through 6,500 pounds. Find out how superior design can deliver improved productivity — and raise your expectations of what a forklift can be. The Komatsu BX50.

# MAKE YOUR JOB SITE A CLEANER, QUIETER WORKING ENVIRONMENT



**THE NEW BX50 SERIES** helps create a workplace that's easier to work and be productive in. Sound levels drop with the BX50 because the drive train generates high operating torque at low engine speeds.

Engine emissions in gasoline and LPG engines are managed by a new Engine Control Module (ECM) that produces exceptionally low emissions levels because it more accurately regulates air-fuel ratios for optimum combustion. The result: the BX50 beats even the tough Tier II regulations for gasoline and LPG engine exhaust emissions set by the U.S. Environmental Protection Agency (EPA).

## FUEL ECONOMY IS BUILT INTO EVERY BX50

Multi-port fuel injection on gasoline engines, and single-port, throttle body injection on LPG engines are controlled by an Electronic Concentrated Control System (ECCS) and Sophisticated Optimized Fuel Injection System (SOFIS). These advanced controls boost fuel economy for both gasoline and LPG. An available dual-fuel system delivers optimum performance on either fuel, for extra job-site flexibility.

BX50 four-cylinder diesel models use four-stroke-cycle technology and direct injection to produce high performance with excellent fuel economy.

The BX50's fuel economy is further boosted by the EZlift™ hydraulic system, which uses a tandem pump to supply independent power for lifting and steering. The tandem pump eliminates the flow divider between the pump and control valve. EZlift hydraulics give you smooth lifting without revving up the engine, which reduces fuel consumption. It also keeps the engine from stalling when steering and lifting, produces less temperature buildup, and delivers better control in tight areas.



## MODELS

### BX50 Series

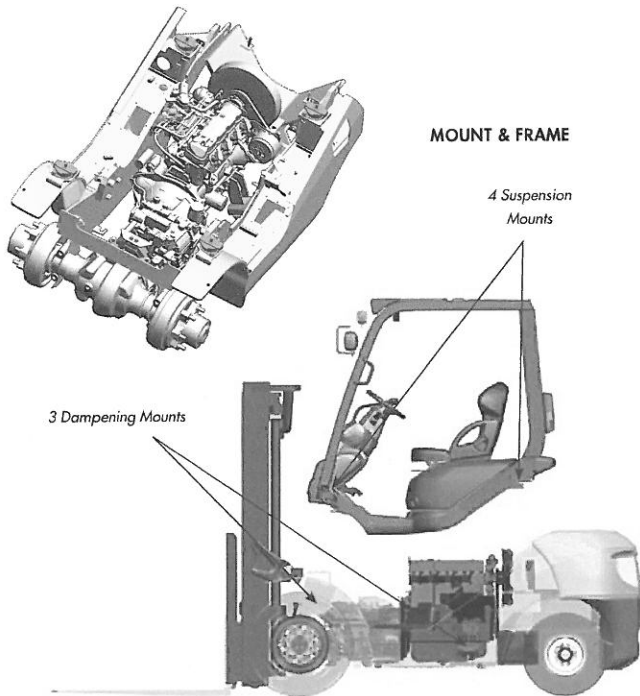
LPG Engine Forklifts  
Gasoline/LPG Dual Fuel Engine Forklifts  
Diesel Engine Forklifts

Capacity, lbs.	4,000	5,000	6,000	6,500
Cushion Tire	•	•	•	•
Pneumatic Tire	•	•	•	•

CLEANER WORKING ENVIRONMENT

# KOMFORT ZONE™

## CARES FOR YOUR OPERATORS



### COMFORTABLE – AND RUGGED

At Komatsu Forklift, we know that operator comfort is critical to reducing fatigue and increasing productivity. We take pride in providing total operator comfort with the Komatsu Komfort Zone: a dual floating structure that protects operators through advanced ergonomic design. The Komfort Zone reduces the effects of engine vibration, noise and heat.

The Komfort Zone fights vibration in several ways. First, vibration-dampening mounts separate the engine and transmission from the forklift's frame. Next, additional suspension mounts isolate the operator compartment from the frame. Vibration transmitted from the differential is also reduced by an advanced drive train design.

Besides operator comfort, the BX50 also provides superior durability that shows the influence of Komatsu's construction division. The heavy-gauge steel frame, front axle and heavy front fender connect to deliver high strength – critical for high lifting heights and heavy loads. Operators will appreciate the BX50's reliable, day-after-day capability.

### LOW-MAINTENANCE STEERING AND WIRING

The BX50 steer axle is controlled by a double-acting, double-ended cylinder that eliminates drag links and tie rods that wear and require maintenance. Added durability comes from high-capacity king-pin needle bearings with heavy-duty seals.

The BX50 dashboard wiring harness takes wet environments in stride. The engine wiring and steering control system all use the latest generation of waterproof connections for improved reliability.





#### EASY STEERING EVEN AT REST

Even when the BX50 is standing still, its Fully Hydrostatic Power Steering (FHPS) system allows easy steering. The FHPS system also reduces operator fatigue by eliminating kickback. Operator feel and control are improved by a small-diameter steering wheel, and an optional spinner knob allows easier one-handed steering.

#### « FULL INSTRUMENTATION

The BX50 console keeps the operator fully informed with displays including:

- » Neutral Indicator
- » Engine Oil Pressure Gauge
- » Low Battery/Alternator
- » Fuel Gauge
- » Hour Meter
- » KOPS (Komatsu Operator Presence System) Plus Hydraulic Lock Indicator
- » Check Engine Indicator (Gas & LPG Models)
- » Maintenance Error Code Display (Gas & LPG Models)
- » Sediment Warning Lamp (Diesel Models)
- » Glow Indicator (Diesel Models)
- » Engine Temperature Gauge

#### EZview®

With the excellent visibility window on the EZview mast, the BX50 operator has an unrestricted view of the fork tips and surroundings. Towards the front, the newly designed EZview mast and console, and a new, low-profile dash display give maximum visibility. To the rear, the upper corners of the counterweight are angled for clear sightlines in reverse.



#### EASY, INTUITIVE CONTROLS MAXIMIZE EFFICIENCY

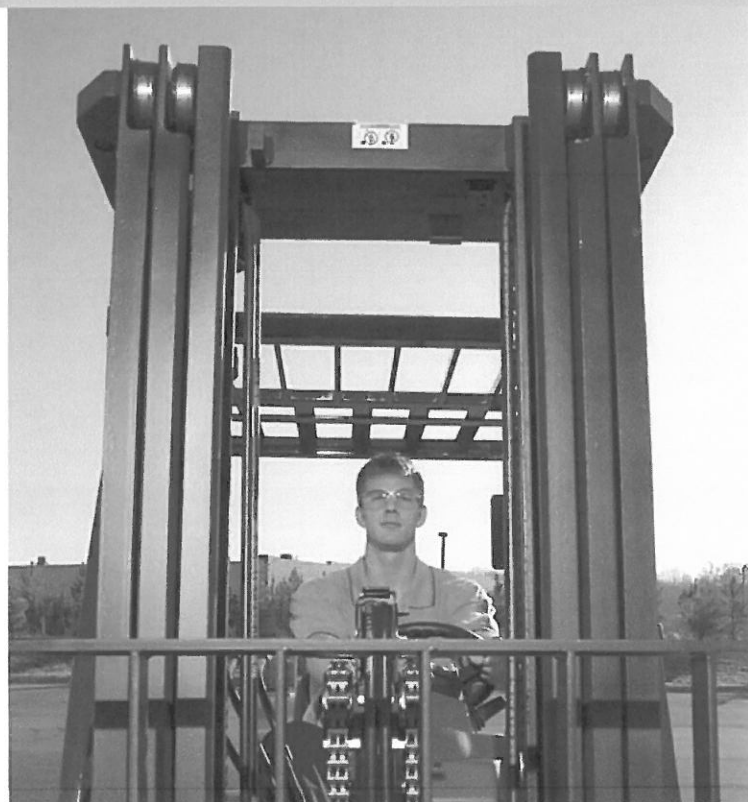
Forklifts are constantly changing direction. The BX50's forward/reverse lever provides smooth, low-effort shifting. Automotive-style levers for headlights and turn signals work with simple, familiar actions. These easy, intuitive operating controls maximize efficiency, reduce fatigue and shorten learning time.

#### TALL OR SHORT, OPERATORS LIKE THE BX50

Tall, average, or short, your operators will find the BX50 comfortable. Start with extra headroom in the overhead guard. Then add foot room and floor space with dash-suspended pedals and tilt cylinders tucked out of the way under the floor. The BX50 accommodates operators of all sizes.

#### OPERATORS STAY COOL

Hot engine air doesn't bother operators when the BX50 travels in reverse. Angled exit ports for engine air and low-mounted exhaust vents direct air away from the operator compartment – and away from the floor. Operators stay cool, and less dust is stirred into the air.



# EXPERTISE AND EXPERIENCE ARE BUILT IN



## 80 YEARS OF EXPERIENCE BRINGS YOU HIGH RELIABILITY

With the Komatsu BX50, we relied on our 80 years of experience to deliver exceptional performance and reliability. You can trust Komatsu's advanced engineering to deliver long life in tough applications.

- » Sophisticated air-flow design helps control the BX50's under-hood cooling. Fan-shroud contours increase engine-compartment air flow from a high-velocity, low-noise ten-blade fan. Air moves straight through the radiator and across the exhaust system. The radiator housing controls air movement to keep the hood cool and prevent hot air from circulating back into the engine compartment.
- » Engine overheating protection automatically limits BX50 engine speed if coolant temperature rises. A two-stage temperature sensing system will shut the engine down to protect it if coolant temperatures exceed safe operating limits.

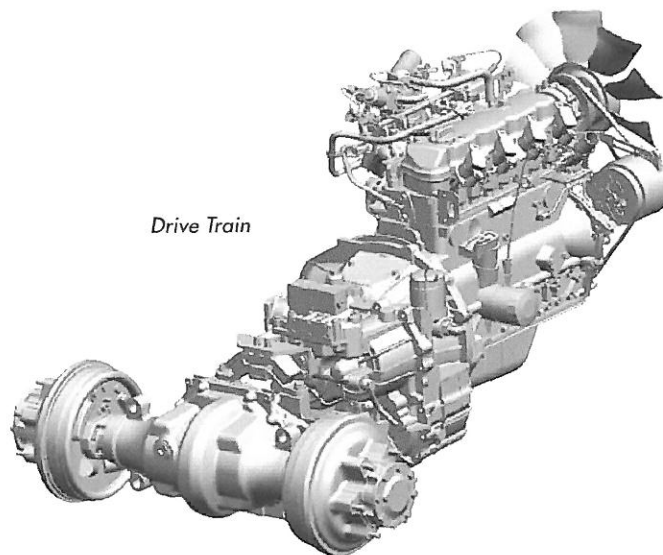
## KOPS PLUS PROTECTS YOUR WORKPLACE

The BX50 features KOPS Plus to protect people and equipment if the operator leaves the seat. If the seat is vacant for more than three seconds, KOPS Plus automatically locks out all lift, lower, tilt and travel functions. The operator must return to the seat to unlock the system. A flashing yellow warning light alerts the operator when KOPS Plus is activated. In addition, the BX50 forks cannot be lowered with the key in the off position.

## NEW DRIVE TRAIN HANDLES HIGH TORQUE

The high torque delivered by the BX50's powerful K21 and K25 engines is channeled through a new transmission designed and manufactured by Komatsu. This rugged new drive train features an aluminum alloy transmission case for improved heat dissipation, a high-capacity oil cooler or torque converter, and O-ring face seals to greatly reduce the possibility of leaks.

Komatsu's extensive experience with demanding construction machinery applications led to a highly reliable, highly dust-resistant, double-seal universal joint design in the full floating BX50 drive train.



Drive Train

# SIMPLIFIED MAINTENANCE MEANS LOWER COST OF OWNERSHIP

## SIMPLIFIED MAINTENANCE IMPROVES YOUR BOTTOM LINE

BX50 extended service intervals, simplified maintenance, and rapid service access can reduce downtime and operating costs. Expect reduced BX50 life-cycle costs to improve your bottom line.

## RAPID ACCESS FOR DAILY CHECKS

The BX50 saves minutes with every daily check. Quickly check brake fluid by lifting a single cover by the steering wheel. Get rapid access to engine components with a durable, one-piece, light-weight, steel engine cover and a lift-out floorboard. The gas cylinder-assisted engine cover easily opens with a single latch, and a locking device holds the cover open.

## EASY-MAINTENANCE BRAKES SELF-ADJUST

BX50 drum-and-shoe brakes are self-adjusting, reliable and easy to maintain. Brake linings are non-asbestos, for extended lining life and a healthier working environment. Extra thick brake drums improve heat resistance in severe duty applications.

## DIAGNOSTIC SYSTEM SPEEDS TROUBLESHOOTING

Inspection and maintenance operations are simplified by a single, conveniently-located fuse box and wiring harness. Reliable operation in harsh environments is assured by waterproof connectors in critical areas. If trouble does occur, the BX50's on-board diagnostic system makes troubleshooting with a hand-held diagnostic tool quick and easy.

## KOMATSU BX50

Whether your application calls for an agile and maneuverable cushion tire model for indoors, or the flexibility and power of a pneumatic model for outdoors, the BX50 series is sure to meet your needs.

The BX50's superior performance can increase productivity, minimize operator fatigue, reduce operating costs and improve the working environment. Boost your bottom line now – put a BX50 to work in your application today.



*Building on our 80 year history of superior engineering, the BX50 delivers improved performance, unbeatable strength, greater reliability, and lower life-cycle costs while handling your most demanding applications.*

# BX50

## CUSHION & PNEUMATIC TIRE FORKLIFTS

### STRONG CUSTOMER SATISFACTION

Komatsu Forklift has a strong corporate commitment to produce, deliver and support quality products, and we have always made customer satisfaction our top priority. We will work to the best of our ability to help you maximize your operation's productivity while minimizing costs.

### QUALITY PRODUCTS & SERVICES

Komatsu Forklift offers an expanding product line of over 120 electric and internal combustion engine forklift models with capacities from 2,000 to 35,000 pounds. We back them with a complete warranty program, superior service, and genuine OEM parts.

### CONTACT YOUR DEALER TODAY

Your nearby Komatsu Forklift dealer is ready to assist you. Ask about financing and leasing programs that can be tailored to your business plan. Forklifts for your specific applications and workplace are waiting for you now.

### KOMATSU DEALER NETWORK

Komatsu Forklift has over 195 dealer locations throughout the United States, Canada, Mexico, the Caribbean, and Central and South America. Komatsu dealers are staffed with dedicated teams of professionals who are trained to meet your forklift needs.

### THE KOMATSU HERITAGE

As part of the Komatsu family, we have a proud heritage of excellence in equipment design and manufacturing. Since 1921 Komatsu has been a global leader in the construction and mining equipment industry. And since 1945, we have built upon that heritage by producing innovative, high-quality, durable forklifts to meet and exceed the needs of our customers.



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# KOMATSU®

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## **BX50 Series**

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## Competitive Comparison

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### Features

## **BX50 Series** *IC Cushion*

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### Dual Floating Structure

The Komatsu Komfort Zone is a dual floating structure that protects operators through advanced ergonomic design and reduces the effects of engine vibration, noise and heat. Vibration-dampening mounts separate the engine and transmission from the forklift's frame. Additional suspension mounts isolate the operator compartment from the frame. The heavy-gauge steel frame, front axle and heavy front fender connect to deliver high strength—critical for high lifting and heavy loads.

---

### EZ View Mast System

With the excellent visibility window on the EZview mast, the BX50 operator has an unrestricted view of the fork tips and surroundings. Towards the front, the newly designed EZview mast, console and low-profile dash give maximum visibility. To the rear, the upper corners of the counterweight are angled for clear sightlines in reverse.

---

### Fully Hydrostatic Power Steering

Even when the BX50 is sitting still, its Fully Hydrostatic Power Steering (FHPS) system allows east steering. The FHPS system also reduced operator fatigue by eliminating kickback. Operator feel and control are improved by a small-diameter steering wheel and an optional spinner knob allows easier, one-handed steering.

---

## Angled Exhaust Ports

Hot engine air and exhaust gases are tiring to the operator. On the BX50, angled ports aim hot engine air away from the operator while traveling in reverse. Exhaust vents located low on the counterweight keep exhaust gases away from the operator and also away from the floor to avoid stirring up dust.

---

## High Efficiency Drive Train

The high torque delivered by the BX50's powerful K21 and K25 engines is channeled through a new transmission designed and manufactured by Komatsu. This rugged new drive train features an aluminum alloy transmission case for improved heat dissipation, a high-capacity oil cooler or torque converter, and O-ring face seals to greatly reduce the possibility of leaks. Komatsu's extensive experience with demanding construction machinery applications led to a highly reliable, highly dust-resistant, double-seal universal joint design in the full floating BX50 drive train.

---

## KOPS Plus Komatsu Operator Presence System

KOPS Plus – standard on the BX50 – locks out lift, lower, tilt and traveling functions when the operator leaves the seat for more than three seconds. They do not resume until the operator returns to the seat and resets the controls. A flashing yellow warning light alerts the operator when the KOPS lock is activated. In addition, the forks cannot be lowered while the key is in the off position.

---



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## Specifications

### **BX50 Series** *IC Cushion*

#### General

GENERAL	FG20ST-16	FG25ST-16	FG25SHT-16	F
Power Type	LPG	LPG	LPG	L
Operation Type	Sit-Down	Sit-Down	Sit-Down	S
Capacity @ 24 in. (600mm) Load Center	4,000 lbs	5,000 lbs	5,000 lbs	€
Load Distance From Center Axle (2 Stage)	16.9 in	16.9 in	16.9 in	1
Wheelbase	55.1 in	55.1 in	55.1 in	€



#### Weight

WEIGHT		FG20ST-16	FG25ST-16	FG25SHT-16	F
Service Weight		7,300 lbs	8,180 lbs	8,180 lbs	€
Axle Loading	Loaded Front	9,820 lbs	11,330 lbs	11,330 lbs	1
	Loaded Rear	1,480 lbs	1,850 lbs	1,850 lbs	2
	Unloaded Front	2,820 lbs	2,600 lbs	2,600 lbs	2
	Unloaded Rear	4,480 lbs	5,580 lbs	5,580 lbs	€



#### Tires

TIRES		FG20ST-16	FG25ST-16	FG25SHT-16	F
Tire Type		Cushion	Cushion	Cushion	C
Tire Size	Front	21 x 7 x 15 in	21 x 7 x 15 in	21 x 7 x 15 in	2

	Rear	16 .25 x 5 x 11.25 in	16 .25 x 5 x 11.25 in	16 .25 x 5 x 11.25 in	1
Number of Wheels, Front/Rear		2x / 2	2x / 2	2x / 2	2
Tread	Front	34.6 in	34.6 in	34.6 in	3
	Rear	35.4 in	35.4 in	35.4 in	3



## Dimensions

DIMENSIONS		FG20ST-16	FG25ST-16	FG25SHT-16	F
Tilting Angle, Forward/Backward		6 / 8 deg	6 / 8 deg	6 / 8 deg	6
Mast Height	Lowered	85.5 in	85.5 in	85.5 in	8
	Extended	176 in	176 in	176 in	1
Free Lift Height		5.5 in	5.5 in	5.5 in	5
Maximum Fork Height		128 in	128 in	128 in	1
Height Overhead Guard		80.9 in	80.9 in	80.9 in	8
Length, with Standard Forks		132.9 in	135.4 in	135.4 in	1
Length to Fork Face		90.8 in	93.3 in	93.3 in	9
Overall Width at Drive Tires		42.1 in	42.1 in	42.1 in	4
Forks, Thickness x Width x Length		1.6 x 3.9 x 42 in	1.6 x 3.9 x 42 in	1.6 x 4 x 42 in	2
Carriage Width/ITA Class		37 in / II	37 in / II	37 in / II	3
Ground Clearance, Under Mast		5.5 in	5.5 in	5.5 in	5
Ground Clearance, Center of Wheelbase		3.9 n	3.9 n	3.9 n	3
Right Angle Stacking Aisle		92.5 in	94.5 in	94.5 in	9
Turning Radius, Outside		75.6 in	77.6 in	77.6 in	8



## Performance

PERFORMANCE		FG20ST-16	FG25ST-16	FG25SHT-16	F
Travel Speed, Loaded/Unloaded		10.6 / 10.6 mph	10.6 / 10.6 mph	10.6 / 10.6 mph	1
Lifting Speed, Loaded/Unloaded		120 / 124 fpm	120 / 124 fpm	120 / 124 fpm	1
Lowering Speed, Loaded/Unloaded		98 / 98 fpm	98 / 98 fpm	98 / 98 fpm	9
Maximum Drawbar Pull, Loaded		4,343 lbs	4,343 lbs	5,513 lbs	5
Maximum Gradeability		36%	30%	39%	3
Service Brake, Operation/Control		Foot / Hydraulic	Foot / Hydraulic	Foot / Hydraulic	F
Parking Brake, Operation/Control		Hand / Mechanic	Hand / Mechanic	Hand / Mechanic	F

Steering Type	FHPS	FHPS	FHPS	F
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## Drive

DRIVE	FG20ST-16	FG25ST-16	FG25SHT-16	F
Engine Manufacturer / Engine Model	GCT / K21	GCT / K21	GCT / K25	C
Rated Output (SAE Net)	56 HP @ 2,700 rpm	56 HP @ 2,700 rpm	60 HP @ 2,700 rpm	6
Maximum Torque (SAE Net)	119 lb-ft @ 1,600 rpm	119 lb-ft @ 1,600 rpm	142 lb-ft @ 1,600 rpm	1
# of Cylinders / Displacement	4 / 126 cu in	4 / 126 cu in	4 / 152 cu in	4



## Other

OTHER	FG20ST-16	FG25ST-16	FG25SHT-16	F
Relief Pressure, Maximum	2,650 psi	2,650 psi	2,650 psi	2
Transmission	Powershift	Powershift	Powershift	F
Sound Level	82 dB	83 dB	83 dB	8





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## Standard

**BX50 Series** *IC Cushion*

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Full Floating Transmission
Self Adjusting Brakes
EZview Mast
KOPS Plus lift/travel interlock
Low Profile Dash Display
Drawbar Pin in Counterweight
Electronic Ignition, Anti-Restart Ignition Switch
Fully Hydrostatic Power Steering
Long-life Headlights (OHG Mounted)
High-mount Air Intake
Horn with Actuator on Center of Steering Wheel
3 Piece Overhead Guard
Komfort Seat and Operator Restraint with Lap Belt
3-function Hydraulic Control Valve
Parking Brake with Double-action Release
Large, Open Floor Space with Operator Compartment Suspended-mount Pedals
Transmission Torque Converter Oil Cooler
Load Backrest
Engine Protection System
Critical Wiring Harness Connectors are Waterproof
Contoured, Easy-to-Grip, Hydraulic Control Lever Knobs



# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

**1. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Power Products, Inc

Signed: Mark D. Walling

Date: 01/05/15

Title: President

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: Power Products, Inc.

Authorized Signature: M. D. Williams Date: 1-5-15

State of Kentucky

County of Boyd, to-wit:

Taken, subscribed, and sworn to before me this 5<sup>th</sup> day of January, 2015

My Commission expires 5-4, 2016

**AFFIX SEAL, HERE**

**NOTARY PUBLIC**

Kimberly C. Williams

*Purchasing Affidavit (Revised 07/01/2012)*

