



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

Request for Quotation

RFQ NUMBER
ABC64

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY 304-558-8801

VENDOR

*308134424 01 304-776-6900
 M H EQUIPMENT CO
 126 LAKEVIEW DR

 CHARLESTON WV 25313

SHIP TO

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

 CHARLESTON, WV
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/25/2008				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA		560-75	\$ 21,650.56	\$ 43,301.12
<p>THE WV PURCHASING DIVISION, FOR THE AGENCY, THE WV ALCOHOL BEVERAGE CONTROL ADMINISTRATION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH TWO (2) LPG POWERED FORK LIFT TRUCKS.</p> <p>INQUIRES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/09/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:</p> <p>SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: SHELLY.L.MURRAY@WV.GOV</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

RECEIVED
 08 DEC -8 PM 3:30
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304 776 6900	12/19/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Sales Rep	14-1858601		

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

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

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

INSTRUCTIONS TO BIDDERS

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY / FILE 31</p> <p>RFQ. NO.: ABC64</p> <p>BID OPENING DATE: 12/23/2008</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304 776 6900	12/9/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
SALES REP.	14-1858601		

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<p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ ABC64 ***** TOTAL: \$21,650.56 \$43,301.12</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304-776-6900	12/9/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
SATS Rep.	14-1858601		

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**STATE OF WEST VIRGINIA
DEPARTMENT OF REVENUE
ALCOHOL BEVERAGE CONTROL ADMINISTRATION**

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

JOE MANCHIN III
GOVERNOR

DALLAS S. STAPLES
COMMISSIONER

VIRGIL T. HILTON
CABINET SECRETARY

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

Unit Should Be Equal To The Toyota Model 8FGCU25

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: MH Equipment - Grg Spradling

Authorized Signature: [Signature] Date: 12/9/08

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

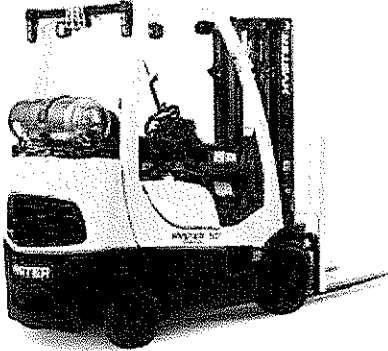
Bidder: _____ Signed: _____

Date: _____ Title: _____

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

MH EQUIP OF OHIO SOUTH
126 LAKEVIEW DRIVE
CHARLESTON, WV - 25313

Investment Proposal



BILL TO:

Dept. of Administration Purchasing
Building 15
2019 Washington St. east
Charleston, WV -25305-0130

SHIP TO:

Dept. of Administration Purchasing
Building 15
2019 Washington St. east
Charleston, WV -25305-0130

Quote To: Ms. Shelly Murray
Quote No: 76-15271976
Series: F187
Model: S50FT
Quantity: 2
Date: 08 Dec 2008
Expires: 31 Dec 2008

MODEL/OPTION DESCRIPTION

HYSTER FORTIS CUSHION TIRE FORKLIFT MODEL S50FT. Nominal 5000 lb capacity at 24" load center. Fortis trucks feature low operating costs, superior ergonomics, greater dependability, and exceptional productivity. Standard Equipment includes: Hyster Stability Mechanism, Integrated Dashboard Display, Operator Restraint System, Infinitely Adjustable Steering Column, Low Fuel Indicator and Duratread Floormat. Standard Warranty: 12 month / 2,000 hours on truck 24 month / 4,000 hours on powertrain (see warranty statement for details).

POWERTRAIN: Fortis. Mazda 2.2L LPG Engine provides outstanding fuel economy in a heavy-duty industrial design. Heavy duty Powershift 1-speed Transmission with long-life clutch packs, electronic inching and control. Standard drum brakes.

MONITORING: System Monitoring provides on-board monitoring of basic truck functions.

HOOD: Non-Vented

MAST: 3 Stage Full Free Lift. 189" Max Fork Ht / 83" Lowered / 60" Free Lift / 238" Ext Ht. (4800mm / 2085mm / 1545mm / 6025mm).

CARRIAGE: 38.5" (980mm) Class II Hook Integral Sideshifter

FORKS: 42" Long Class II Hook Type (1.6"x3.9") Standard Taper, 1067mm Long, (40mm x 100mm)

LOAD BACKREST EXTENSION: 48" High

MAST TILT: 5 Degrees Forward / 5 Degrees Back

HOSE GROUP: 1 Aux Function - Internal Mounted

HYDRAULIC CONTROLS: Cowl Mounted Levers

HYDRAULIC VALVE: 3 Function (1 Aux.) For Non-Clamping Attachments

ENGINE START: Keyswitch Start

RADIATOR: Standard Serpentine core

AIR INTAKE: High Mount Air Intake

DIRECTIONAL CONTROL: Left Hand Directional Lever

LPG TANK BRACKET: Swing Out

U.L. APPROVAL: Type G or LP

INCHING: Single Pedal Inch Brake

OVERHEAD GUARD: Tall - 84" High (2128mm)

TREAD WIDTH: Narrow Tread

DRIVE TIRES: Standard Compound Smooth Tread 21x7x15

MODEL/OPTION DESCRIPTION

STEER TIRES: Standard Compound Smooth Tread 16x5x10.5

SEAT: Vinyl, includes Operator Restraint with No-Cinch Seatbelt

VISIBLE ALARM: Amber LED Strobe Light, keyswitch activated, OHG Mounted - Increases Truck Height by 7 Inches (High Mount).

LIGHTS: Dual Front Headlights/Dual Brake, Tail & Back-up Lights Single Rear Work Light

STEERING WHEEL: Steering Wheel without Wheel Spinner Knob

AUDIBLE ALARM: Reverse direction activated. Self-adjusting between 82-102 dB(A).

ACCESSORIES: Mirrors - Dual Sideview (LH & RH OHG mounted)

WARRANTY: 12 Months/2,000 Hours Manufacturer's Warranty 24 Months/4,000 Hours Manufacturer's Powertrain Warranty

Total Selling Price(Each): \$21,650.56
Total Selling Price(Extended): \$43,301.12

SIGNATURE



DATE

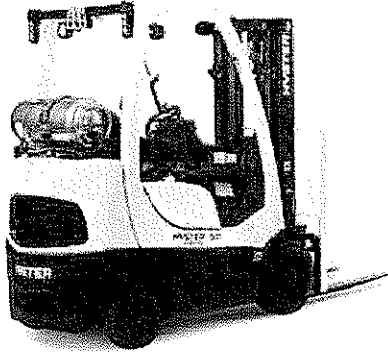
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Investment Proposal



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Quote To: Ms. Shelly Murray
Quote No: 76-15271976
Series: F187
Model: S50FT
Quantity: 2
Date: 08 Dec 2008
Expires: 31 Dec 2008

MODEL/OPTION DESCRIPTION

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HOOD: Non-Vented

MAST: 3 Stage Full Free Lift. 189" Max Fork Ht / 83" Lowered / 60" Free Lift / 238" Ext Ht. (4800mm / 2085mm / 1545mm / 6025mm).

CARRIAGE: 38.5" (980mm) Class II Hook Integral Sideshifter

FORKS: 42" Long Class II Hook Type (1.6"x3.9") Standard Taper, 1067mm Long, (40mm x 100mm)

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HOSE GROUP: 1 Aux Function - Internal Mounted

HYDRAULIC CONTROLS: Cowl Mounted Levers

HYDRAULIC VALVE: 3 Function (1 Aux.) For Non-Clamping Attachments

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U.L. APPROVAL: Type G or LP

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SEAT: Vinyl, includes Operator Restraint with No-Cinch Seatbelt

VISIBLE ALARM: Amber LED Strobe Light, keyswitch activated, OHG Mounted - Increases Truck Height by 7 Inches (High Mount).

LIGHTS: Dual Front Headlights/Dual Brake, Tail & Back-up Lights Single Rear Work Light

STEERING WHEEL: Steering Wheel without Wheel Spinner Knob

AUDIBLE ALARM: Reverse direction activated. Self-adjusting between 82-102 dB(A).

ACCESSORIES: Mirrors - Dual Sideview (LH & RH OHG mounted)

WARRANTY: 12 Months/2,000 Hours Manufacturer's Warranty 24 Months/4,000 Hours Manufacturer's Powertrain Warranty

Total Selling Price(Each): \$21,650.56
Total Selling Price(Extended): \$43,301.12

SIGNATURE



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12/9/08

APPROVAL

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY 304-558-8801

PURCHASER

*308134424 01 304-776-6900
 M H EQUIPMENT CO
 126 LAKEVIEW DR

 CHARLESTON WV 25313

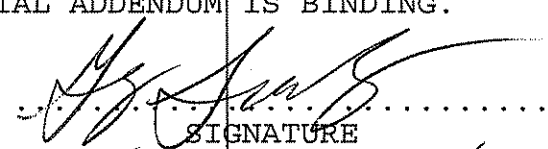
SHIP TO

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

 CHARLESTON, WV
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/11/2008				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE M.H. Equipment COMPANY 12/15/08 DATE </p>						
REV. 11/96						
----- END OF ADDENDUM NO. 1 -----						

RECEIVED
 08 DEC 17 PM 3:06
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

ABC64
Addendum No. 1

Question:

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

Response:

YES, QUOTE THE 2.5L MODEL K25.

Questions:

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

Response:

No LPG TANK IS NEEDED.

Question:

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

Response:

YES, BOTH SHOULD BE QUOTED.

Question:

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

Response:

THE 188.5" FORK HEIGHT IS FINE FOR THIS APPLICATION.

Question:

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

Response:

YES, IT IS SUFFICIENT.

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

Question:

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

Response:

YES, THE INTEGRAL SIDESHIFT WILL BE FINE.

Question:

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

Response:

Quote the 2.5LT engine

Question:

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

Response:

The 188.5 inch fork height is fine for this application