



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

PROPERTY

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Barloworld Handling  
 5191 Snappfinger Woods Drive  
 Decatur, GA 30035

SHIP TO

ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 322 70TH STREET, S.E.  
 CHARLESTON, WV  
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/11/2008				

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

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS AND CONCERNS RAISED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 12/09/2008.						
ATTACHMENT: QUESTIONS AND RESPONSES						
THE BID OPENING REMAINS: 12/23/2008						
PLEASE SUBMIT THE ADDENDUM ACKNOWLEDGEMENT WITH BID.						
0001	2	EA		560-75	\$23,685-	\$47,370-
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 PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1 <i>(Signature)</i>						
NO. 2						
NO. 3						

RECEIVED  
 08 DEC 18 AM 10:55  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Rebecca Johnson* TELEPHONE: 800-422-1454 DATE: 12/16/08

TITLE: Govt. Contract Admin FEIN: 310-11161613 ADDRESS CHANGES TO BE NOTED ABOVE

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."

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**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



## 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

**Question:**

I did not see any safety items addressed, such as a back-up alarm or strobe light. Should this be something I include in my bid?

**Response:**

Yes, both safety items should be quoted



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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# Request for Quotation

RFO NUMBER:  
**ABC64**

PAGE:  
**1**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*Barloworld Handling  
 5191 Snappfinger Woods Drive  
 Decatur, GA 30035*

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

**CHARLESTON, WV  
 25304-2900 558-2487**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/25/2008				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 style="text-align: center;">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>						
0001	2	EA		560-75	\$23,485-	\$47,370-
						TRUCKS, FORK LIFT
<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Rebecca Cy Johnson</i>	TELEPHONE <i>800-422-1434</i>	DATE <i>12/16/08</i>
TITLE <i>Govt Contract Admin</i>	FEIN <i>56-11661613</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**ABC64**

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**2**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*Barloworld Handling  
 5191 Snaptfnger Woods Drive  
 Decatur, GA 30035*

**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
<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>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.</b></p> <p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: SHELLEY MURRAY / FILE 31</b></p> <p><b>RFQ. NO.: ABC64</b></p> <p><b>BID OPENING DATE: 12/23/2008</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Rebecca Johnson* TELEPHONE *800-422-1454* DATE *12/16/08*  
 TITLE *Govt. Contract Admin* FEIN *56-1166613* ADDRESS CHANGES TO BE NOTED ABOVE

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





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

# Request for Quotation

RFQ NUMBER: ABC64

PAGE: 3

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*Barloworld Handling*  
*5191 Snapfinger Woods Drive*  
*Decatur, GA 30035*

ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 322 70TH STREET, S.E.  
 CHARLESTON, WV  
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/25/2008				

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>770-987-7374</u>  CONTACT PERSON (PLEASE PRINT CLEARLY): <u>Rebecca Johnson</u>  ***** THIS IS THE END OF RFQ ABC64 ***** TOTAL: <u>\$47,370-</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Rebecca Johnson* TELEPHONE: *800-482-1454* DATE: *12/14/08*

TITLE: *Govt. Contract Admin* FEIN: *51e-1164613* ADDRESS CHANGES TO BE NOTED ABOVE

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



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

322 70<sup>th</sup> 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](http://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: Barloworld Handling

Authorized Signature: Rebecca Johnson Date: 12/16/08

Not Applicable

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.



**Barloworld**  
Handling

1-877-6-BARLOW  
www.handling.barloworld.com



Authorized  
Dealer

• Alabama 205 520 2000 800 223 3023 205 520 2031 Fax	• Florida 813 626 4153 800 800 6701 813 664 9763 Fax	• Mid-South 901 795 7200 800 678 7200 910 794 4605 Fax	• North Carolina 704 588 1300 800 456 0322 704 588 3892 Fax	• Georgia 770 987 7666 800 422 1454 770 987 7374 Fax	• South Carolina 803 796 7300 800 851 6766 803 796 1667 Fax
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SALES & LEASING

REPLACEMENT PARTS

SERVICE & MAINTENANCE

SHORT-TERM RENTALS

## Investment Proposal

We are pleased to present the following Hyster Forklift quote:

### Customer:

State of West Virginia  
Department of Administration  
Purchasing Division  
Charleston, WV -25305

### SHIP TO:

State of West Virginia  
Department of Administration  
Purchasing Division  
Charleston, WV -25305

### Quote To:

Ms. Shelly Murray  
Quote No: 77-15432277  
Series: F187  
Model: S50FT  
Quantity: 2  
Date: 16 Dec 2008  
Expires: 15 Jan 2009



## Highlights

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 Advance. Mazda 2.2L LPG Engine provides outstanding fuel economy in a heavy-duty industrial design. DuraMatch 1-speed Transmission features Controlled Power Reversal, Auto Deceleration System, Controlled Ramp Roll-Back and standard drum brakes.

**Highlights**

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: Heavy Duty Anti-Clog. Anti-clog design with additional cooling capacity.

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

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 - does no increase truck height (Low Mount).

LIGHTS: Non-Illuminated Rear Reflector Bar Only

STEERING WHEEL: Steering Wheel with Wheel Spinner Knob

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

LITERATURE: Decals, Markings and Operator Manual

**Highlights**

HYSTER STABILITY MECHANISM: Mechanical, 100% Maintenance Free System  
Uses Gravity To Optimize Steer-Axle Geometry; Reduces Truck Lean By Limiting  
Articulation Of The Steer Axle.

Note: Unit Will Be Delivered Fully Serviced And Ready To Be Put Into Operation. Local  
Dealer Will Give Operator Orientation Training On This Unit. Warranty Will Also Be  
Activated. Other Suppliers May Charge Extra For This Service.

**Investment Proposal Price Information**

	<u>Price Each</u>	<u>Extended</u>
<b>Total Selling Price</b>	<b>\$23,685.00</b>	<b>\$47,370.00</b>

Terms: Net due upon receipt  
F.O.B.: Delivered To Chareston, WV

**Warranty**

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

Current Availability: 12 Weeks ARO

Reference: RFQ Number ABC64

Thank you for this opportunity.

**Terms and Conditions**

**TERMS AND CONDITIONS OF SALE TERMS AND CONDITIONS OF SALE**

Offers of Sale by Barloworld Handling LP ("Vendor") are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance period of 30 days from the date hereof. An order by Purchaser shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no Offer of Sale is issued by Vendor, then the invoice shall be deemed an acceptance of the Purchaser's order, a written confirmation and a final, complete and exclusive written expression of the agreement between Vendor and Purchaser. Purchaser is hereby notified that any additional or different terms from those contained herein are objectionable.

1. Prices. Prices quoted by Vendor are subject to change without notice. Vendor's prices in effect at the date of delivery will govern at Vendor's option.
2. Delivery. Stated or promised delivery date is estimated only based upon Vendor's best judgement, and Vendor shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of an order by the Vendor. If articles to be furnished by Vendor are to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Vendor's receipt of complete manufacturing information, including necessary blueprints and specifications. Purchaser's acceptance of said blueprints and specifications and the exchange of other information necessary for production. If the furnishing of articles on orders accepted by the Vendor is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Vendor's control, the obligation to fill or complete such orders shall be excused at Vendor's option.
3. Transportation. Unless otherwise stated on the face herein, prices quoted are net F.O.B. point designated in writing by Vendor. Prices are deemed to be F.O.B. Vendor's place of business at which the order for the articles is accepted as well as any transportation charges from the point of manufacture for all new articles.
4. Claims. Vendor's responsibility for the articles shall cease and all risk of loss shall become the Purchaser's upon delivery of the articles to the first carrier for shipment to the Purchaser or Purchaser's consignee, even though such delivery shall be made prior to the arrival of the articles at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Purchaser or Purchaser's consignee to the carrier.
5. Warranty. Articles sold pursuant to this offer may be subject to and covered by warranties by the manufacturer thereof. HOWEVER, VENDOR MAKES NO WARRANTY EXPRESS OR IMPLIED WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR OTHERWISE (EXCEPT AS TO TITLE).
6. Payment. Unless otherwise stated, all prices are net cash. Invoices are payable in lawful money of the United States. Accounts in arrears more than 30 days will bear interest at the highest lawful rate. If such accounts are referred to an attorney for collection, Purchaser agrees to pay reasonable attorney's fees of Vendor. Checks or promissory notes, if accepted by Vendor, will be considered only as additional evidence of the original indebtedness and not in payment thereof. Unless otherwise precluded by law, security title to the articles sold will remain in Vendor until all indebtedness of the Purchaser shall have been fully paid in cash. In the event of attachment or execution being levied against the articles, the bankruptcy of the Purchaser or any default by Purchaser in payments to Vendor, in addition to all other rights and remedies available to Vendor, may seize the property involved and all payments made to the date of such repossession shall be considered as rent for the articles.
7. Acceptance. Commitments made by the Vendor salesperson in this Offer of Sale are subject to review and approval by the by the Vendor's management. Errors made in the Offer of Sale due to incorrect mathematical computations, erroneous equipment selection or recommendation, or other errors or omissions materially affecting this Offer are sufficient grounds for immediate and complete cancellation of the Offer. Any alteration to this Offer is governed by the preceding condition in this paragraph.
8. Laws Governing. This Offer of Sale and all orders resulting will be governed by the laws of the State of North Carolina. The Purchaser specifically consents to jurisdiction and venue in Mecklenburg County, North Carolina.
9. Rights Reserved. Vendor, for itself and for any manufacturer from which it acquires the articles, reserves the right to make changes in the design of the articles which will improve such article in any way.
10. Patents. With respect to articles or parts therefor manufactured or produced in accordance with designs or design information supplied by the Purchaser, the Purchaser shall indemnify and save harmless Vendor and any manufacturer from which it acquires such articles, and their successors and assigns, against all loss, damage, liability, patent, trademark or corresponding rights related to the manufacture of sale of such articles.
11. Taxes. In addition to the prices provided herein, the Purchaser shall pay all federal, state, county and municipal taxes imposed by reason of any sale or lease to which this instrument relates other than taxes upon or measured by net income of Vendor.
12. Purchaser to furnish. Performance by Vendor is subject to the Purchaser furnishing a satisfactory priority rating certificate, export license, letter of credit, evidence of financial standing or any other similar papers necessary for the satisfactory completion of such order.
13. No Waiver of any of the terms and conditions of this form shall be effective unless in writing and signed by an authorized officer of Vendor. No waiver of any breach of any terms or conditions of this form shall be construed as a waiver of any subsequent breach of any term or condition of the same or a different nature.
14. Assignment. The right to any monies due to or to become due hereunder may be assigned to Vendor, and Purchaser upon receiving notice of such assignment, shall make payments as directed.
15. Entire agreement. The final written expression of agreement of the parties shall be the Offer of Sale when accepted by Purchaser, either by submission of a Purchase Order, return of the Offer of Sale with the order blanks completed, or by instructions to ship or, in the event there has been no Offer of Sale issued, the terms and conditions contained in the invoice shall be the final written expression of agreement. The foregoing, together with any attendant prints and specifications, shall constitute the complete and exclusive agreement between the parties. It is expressly understood and agreed to that no promises, provisions, terms, warranties, conditions, guarantees or obligations whatsoever, either expressed or implied, other than as herein set forth or provided shall be binding on either party. Revised January 2001

Proposal By : Rebecca Johnson

Accepted By : Shelly Murray

Account Manager \_\_\_\_\_ Date \_\_\_\_\_ Customer Representative \_\_\_\_\_ Date \_\_\_\_\_





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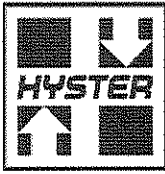
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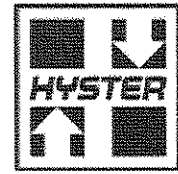
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**LIMITED WARRANTY**  
HYSTER INDUSTRIAL TRUCKS  
FORTIS FT SERIES  
UNITED STATES AND CANADA



Hyster Company ("Hyster") warrants, for the period and subject to the terms indicated below, new Fortis FT Series industrial trucks sold to you by Hyster or an authorized Hyster® dealer for use in the United States or Canada to be, at the time of manufacture, free from defects in workmanship and materials and in compliance with the design and construction specifications in effect at the time of manufacture, of: (a) Part II, ANSI/ITSDF B56.1-1969, as required by OSHA standard 29 CFR 1910.178 (a) (2); (b) Part III, ANSI/ITSDF B56.1, (c) Canadian Safety Standard, CSA B335-04, and (d) the fire protection designation (e.g. G, GS, D, LP, LPS, E, EE) specified on the industrial truck.

A. **For Twelve (12) months or 2000 hours** of operation from the date of delivery, whichever comes first, Hyster will, at its sole option, repair or replace any part of the industrial truck found by Hyster not to conform to this warranty.

B. **For Twenty-four (24) months or 4000 hours** of operation from the date of delivery, whichever comes first, Hyster will, at its sole option, repair or replace the engine cylinder block, the head assembly including all of its internal lubricated parts, the transmission, including all of its internal parts, the transmission control valve assembly, torque converter, drive axle, and the differential including all of its internal parts found by Hyster not to conform to this warranty.

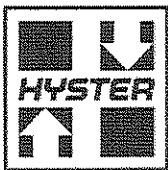
C. **For 180 days** from the date of installation for initial use, replacement parts will be repaired or replaced if found by Hyster not to conform to this warranty. This warranty does not include freight, travel, special charges or cost of installation.

You agree to promptly notify Hyster or the selling dealer, in writing, of any claim related to the industrial truck and specifically describe the problem. Hyster shall have no obligations under this warranty with respect to any claim unless it receives notice and a description thereof during the applicable warranty period described above. An authorized Hyster dealer will provide all warranty service during its regular business hours.

**Exclusions and Additional Limitations**

1. This warranty relates to the condition of the industrial truck at the time of manufacture and does not cover parts or service required as a result of:

- (a) **Normal wear and tear or required maintenance** including, without limitation: adjustments or replacement of components subject to wear and tear, such as brake shoes, tires, bulbs, filters, spark plugs, and lubrication grease and oils except as specifically described above.
- (b) **Abuse** including, without limitation: neglect, improper operation, misapplication, induced contamination, overloading, accident or alterations not approved by Hyster.
- (c) **Lack of maintenance** including, without limitation: failure to inspect and maintain in accordance with Hyster's published schedules, improper repair, use of parts not approved by Hyster, cracked engine heads and blocks unless caused by the failure of an internally lubricated part or repair of engine valves, rings or guides.
- (d) **Damage caused in transit.**

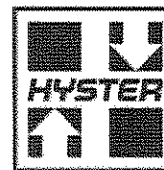


## LIMITED WARRANTY

HYSTER INDUSTRIAL TRUCKS

FORTIS FT SERIES

UNITED STATES AND CANADA



2. The tightening of bolts, screws, fittings, or electrical connections and wiring; all adjustments; or repair or replacement of tires or batteries which may be required, for any reason, more than ninety (90) days or 500 hours of operation after the date of delivery for initial use, whichever occurs first, is expressly excluded from this warranty.
3. Application specific adjustments to the Pacesetter Vehicle System Manager beyond the original factory setting, for any reason, are expressly excluded from this warranty.
4. Hyster does not warrant and this warranty does not apply to trade accessories, tires, batteries, attachments, Cummins or other engines not manufactured by Hyster which are incorporated in or delivered with an industrial truck and which are warranted by their respective manufacturers.
5. Hyster reserves the right to make changes in the design and construction of its industrial trucks without being obligated to make corresponding changes in previously manufactured industrial truck.
6. Hyster reserves the right to deny warranty coverage for any repair to an industrial truck having a nonfunctional or altered hour meter.
7. Notwithstanding Section C above, replacement parts installed on an industrial truck pursuant to Section A or B of this warranty are warranted only for the remainder of the new industrial truck warranty period.
8. This warranty may not be changed, altered or modified in any way except in writing by Hyster. This warranty shall be void if repairs or alterations to an industrial truck are made by any person or firm not authorized by Hyster.
9. This warranty shall be void if the industrial truck is moved from the United States or Canada or used in any country other than the United States or Canada.

**THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY HYSTER. HYSTER MAKES NO OTHER WARRANTIES AND THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HYSTER'S OBLIGATION TO REPAIR OR REPLACE SHALL BE THE LIMIT OF ITS LIABILITY UNDER THIS WARRANTY AND THE SOLE AND EXCLUSIVE RIGHTS AND REMEDY OF THE USER. LIABILITY OR OBLIGATION ON THE PART OF HYSTER AND ITS AFFILIATES FOR ANY OTHER AMOUNT OR DAMAGES IS HEREBY DISCLAIMED, WHETHER INCIDENTAL, CONSEQUENTIAL, GENERAL, SPECIAL, OR EXEMPLARY AND WHETHER THE CLAIM ARISES IN CONTRACT, TORT, FOR NEGLIGENCE OR OTHERWISE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**