



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
AGR1223

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

VENDOR

*812155321 304-755-9326
 YALE MATERIALS HANDLING WV
 TEAYS POINTE INDUST & COMM COM
 206 SMILEY DRIVE
 ST ALBANS WV 25177

SHIP TO

DEPARTMENT OF AGRICULTURE
 FOOD DISTRIBUTION PROGRAM
 1 CEDAR LAKES DRIVE
 RIPLEY, WV
 25271 304-558-2221

DATE PRINTED 03/07/2012	TERMS OF SALE Net 30	SHIP VIA Prepaid	F.O.B. Delivered	FREIGHT TERMS Incl'd in Sale Price
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BID OPENING DATE: 04/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		560-75	\$32,663.00	\$32,663.00
<p>NARROW AISLE REACH TRUCK</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS FOR A NARROW AISLE REACH TRUCK PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/21/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</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>						

RECEIVED
 2012 MAR 28 AM 10:26
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Christopher J. Beaman</i>	TELEPHONE 304-755-9333	DATE 3/23/12
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TITLE President	FEIN 25-1232695	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 44 RFQ. NO.: AGR1223 BID OPENING DATE: 04/05/2012 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-755-9326 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Todd Lipford ----- ***** THIS IS THE END OF RFQ AGR1223 ***** TOTAL: <u>\$32,663.00</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Christina J. Brown</i>	304-755-9333	3/23/12	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	25-1232695		

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24 VOLT NARROW-AISLE REACH TRUCK

GENERAL REQUIRMENTS AND/OR EQUAL;

Electric power steering
Drive Wheels – 12.0"x5.5" Red Poly Grooved or Equal
Load Wheels – 5.0"x3.9" Poly Articulating Tandem or Equal
Overhead Guard
36" To 48" High Load Backrest Extension
Electronic Horn
Key Switch
Static Discharge Strap
Multi-Mode Hour Meter
Sealed Battery Rollers
Battery Discharge Indicator with Lift Interrupt
Operator's Display with Alpha Numeric Messaging
Emergency Power Quick Disconnect
Programmable Traction Speeds and Acceleration
Control Handle with Simultaneous Hydraulic Functions
Integral Side shifter
Motion Alarm
Amber Strobe Light LED
Mast Mounted Headlights
Operator's Compartment Will Be Designed To Allow For Side stance Operation or Equal
Freezer Pack
Fork Laser System
Battery- Model 12-E140-19 Load Hog, 1260 Amp Hr or Equal
Charger- Model EH3-12-1200Y Three Phase, 480 Volt or Equal

Bid must include delivery within ninety days to;
Food Distribution Program Warehouse
4496 Cedar Lakes Road
Ripley, WV 25271

COST SHEET

EQUIPMENT MAKE	MODEL	COST
Yale	NR-040-DANM24TE101	
Energysys	12E140-19 Load Hog	\$32,663.00
Energysys	EH3-12-1600Y Charger	
Equipment must be delivered within ninety days of bid being awarded		

ALL BIDS MUST INCLUDE ALL FEES FOR DELIVERY TO:

West Virginia Department of Agriculture
Food Distribution Program
4496 Cedar Lakes Drive
Ripley, WV 25271



Proposal No. 29110

State of WV Donated Foods Program
322 70th Street
Charleston, WV 25304

January 26, 2012

Attention: Mr. Darrell Carter

We propose to furnish the equipment described herein and in accordance with the specifications, terms, and conditions outlined hereinafter.

One (1) **New** NR-040-DANM24T-E101

YALE NARROW AISLE REACH TRUCK

4,000# Capacity at 24" Load Center	
Hi-Vis Triplex Mast:	
Overall Height Lowered:	101"
Maximum Fork Height:	227"
Free Fork Height:	62"
Fork Length:	1½" x 4" x 42" Hook Type – Standard Taper
I.D. Outrigger Width:	41"
Volt Operation:	24
Battery Compartment Size:	39.0" x 16.5" x 31.5"
Battery Connector:	350 Red Connector, Position B, 16" Lead Length

(All other specifications per attached bulletin.)

**OTHER
EQUIPMENT
INCLUDED:**

- Large Battery Box – 16.5"
- 41" Outrigger
- Outrigger – Blunt Style
- Wheel Box Type Weld On
- Load Wheels with Sealed Bearings
- Battery Spacer Group
- Side Stance Control
- Automotive Steering
- Drive Tires: 12 x 5.5 Red Poly Grooved
- Steer Tires: 5 x 3.9 Poly Articulating Tandem
- Integral Sideshifter
- Motion Alarm
- Amber Strobe Light LED
- Mast Mounted Headlights
- Cooler/Freezer Construction
- Accu-Fork Laser System

Continued On Page Two . . .



Limited Warranty

Yale Materials Handling Corporation
 United States and Canada
 V Series Electric Rider Forklift,
 AC Narrow Aisle Forklift, and
 AC 3-wheel Stand Forklift

Yale Materials Handling Corporation ("Yale") provides the warranty described below, for the V Series Electric Rider Forklift, AC Narrow Aisle Forklift, and AC 3-wheel Stand Forklift sold to you by Yale or an authorized Yale dealer for use in the United States or Canada. Yale warrants, subject to the terms below, that the forklift will 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, as applicable, of: (a) Part II, ANSI/ITSDF B56.1, 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 forklift.

- A. For **Twelve (12) months or 2000 hours** of operation from the date of delivery, whichever comes first, Yale will, at its sole option, repair or replace any part of the forklift found by Yale 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, Yale will, at its sole option, repair or replace on:
 - 1) **V Series Electric Rider Forklift** - the drive unit, including all of its internal parts, drive, and hydraulic motors exclusive of seals and gaskets, traction controller, hydraulic controller, steer controller(s), and master controller (VSM), found by Yale not to conform to this warranty.
 - 2) **AC Narrow Aisle Forklift** - the drive unit, including all of its internal parts, drive, and hydraulic motors exclusive of seals and gaskets, traction controller, hydraulic controller, steer controller(s), and master controller, found by Yale not to conform to this warranty.
 - 3) **AC 3-wheel Stand Forklift** - the drive unit, including all of its internal parts, drive, and hydraulic motors exclusive of seals and gaskets, traction controllers and hydraulic controller, found by Yale not to conform to this warranty.
- C. For **Six (6) months** from the date of installation, replacement parts will be repaired or replaced if found by Yale not to conform to this warranty. This warranty does not include freight, travel, special charges, labor, or diagnostic time.

You agree to promptly notify Yale or the selling dealer, in writing, of any claim related to the forklift and specifically describe the problem. Yale shall have no obligation under this warranty with respect to any claim unless it receives written notice describing the claim during the warranty period. An authorized Yale dealer will provide all warranty service during its regular business hours.

Exclusions and Additional Limitations

- 1. This warranty relates to the condition of the forklift 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, hoses, load wheels, caster wheels assemblies, bulbs, filters, and contact tips, motor brushes, 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 Yale.

Title: Yale Warranty Statement ER and NA P/N 550025249R1 A295, A955, A968, A976, B868, B869, C861, D815, G807, B883	Document Control Number: DCN 29908R1
Page 1 of 2 Document Author: Warranty Manager	Effective Date: 01-Oct-2010 Revision No. 1



Limited Warranty
 Yale Materials Handling Corporation
 United States and Canada
 V Series Electric Rider Forklift,
 AC Narrow Aisle Forklift, and
 AC 3-wheel Stand Forklift

- (c) Lack of maintenance including, without limitation: failure to inspect and maintain in accordance with Yale's published schedules, improper repair, use of parts not approved by Yale, 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.
 - (e) Customer preference adjustments including but not limited to software updates and forklift performance.
2. The tightening of bolts, screws, fittings, or electrical connections and wiring; all adjustments; or repair or replacement of tires, belts, hoses 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. Replacement of bearings or hydraulic cylinder seals and packings which may be required, for any reason, more than twelve (12) months or 2000 hours of operation after the date of delivery for initial use, whichever occurs first, is expressly excluded from this warranty.
 4. Application specific adjustments to the Intellix Vehicle System Manager (VSM) beyond the original factory setting, for any reason, are expressly excluded from this warranty.
 5. Yale does not warrant and this warranty does not apply to trade accessories, tires, batteries, attachments, Cummins or other engines not manufactured by Yale which are incorporated in or delivered with a forklift and which are warranted by their respective manufacturers.
 6. Yale reserves the right to make changes in the design and construction of its forklifts without being obligated to make corresponding changes in previously manufactured forklifts.
 7. Yale reserves the right to deny warranty coverage for any repair to a forklift having a nonfunctional or altered hour meter.
 8. Notwithstanding section C above, replacement parts installed on a forklift pursuant to section A or B of this warranty are warranted only for the remainder of the new forklift warranty period.
 9. This warranty may not be changed, altered or modified in any way except in writing by Yale. This warranty shall be void if repairs or alterations to a Yale® forklift are made by any person or firm not authorized by Yale.
 10. This warranty is void if the forklifts are moved from the United States or Canada or used in any country other than the United States or Canada.
 11. In the event any parts and/or structural components or appurtenances of the forklift are altered or modified by you without Yale's express written consent, any and all warranties shall immediately cease and terminate.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY YALE. YALE MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSE. YALE SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER THE CLAIM ARISES IN CONTRACT, TORT, FOR NEGLIGENCE OR OTHERWISE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

YALE'S SOLE LIABILITY SHALL BE DISCHARGED BY REPLACING OR REPAIRING ANY PART OR PARTS WHICH ARE DEFECTIVE UNDER NORMAL AND PROPER USE, WITHIN THE EFFECTIVE PERIOD OF THE WARRANTY, IF SHOWN TO BE DEFECTIVE BY PROPER EVIDENCE SUBMITTED BY YALE.

Title: Yale Warranty Statement ER and NA P/N 550025249R1 A295, A955, A968, A976, B868, B869, C861, D815, G807, B883	Document Control Number: DCN 29908R1
Page 2 of 2	Document Author: Warranty Manager Effective Date: 01-Oct-2010 Revision No. 1

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: Burns Industrial Equipment

Signed: 

Date: 3/23/12

Title: President

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

RFQ No. AGR1223

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Burns Industrial Equipment

Authorized Signature: *[Signature]* Date: 3/23/12

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of March, 2012.

My Commission expires July 13, 2012.

AFFIX SEAL HERE

COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Notarial Seal
Thomas M. Joos Jr., Notary Public
Plum Boro, Allegheny County
My Commission Expires July 13, 2012
Member, Pennsylvania Association of Notaries

[Signature]