



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

State of West Virginia
 Request for Quotation
 13 - Equipment

Proc Folder: 265228

Doc Description: Wildlife-Open-End Contract for Forklift Loaders

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-14	2017-01-05 13:30:00	CRFQ 0310 DNR1700000034	1

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

Vendor Name, Address and Telephone Number:

01/06/17 13:53:37
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Division is soliciting bids on behalf of The West Virginia Division of Natural Resources, Wildlife Resources Section to establish an open-end contract for forklift loaders per the bid requirements, specifications and terms and conditions that are apart of the solicitation and attached hereto.

BUYER ID	SELLER ID
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Forklifts	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
24101603			

Extended Description :

Open-end contract to purchase forklift loaders for Wildlife Resources

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

John Shaffer / Account Manager
(Name, Title)

(Printed Name and Title)

218 Smiley Dr
(Address)

St. Albans, WV 25177
(Phone Number) / (Fax Number)

304-590-4070
(email address)

john.shaffer@eqdepot.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Equipment Depot.
(Company)

John Shaffer / Account Manager.
(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

1/6/17
(Date)

304-590-4070
(Phone Number) (Fax Number)



To: West Virginia Div of Natural Resources Ship To: West Virginia Div of Natural Resources

**Purchasing Division
Charleston, WV 25305**

**Purchasing Division
Charleston, WV 25305**

**Telephone: (304)558-2157
Attention:**

Date: 1/4/2017

Quotation: OHJOS West Virginia Div of Natural Resources FG20N5-LE 00032

**Prepared By: John Shaffer
(304) 590-4070**

FOB: Delivered

We would like to thank you for the opportunity to quote on your Material Handling Equipment requirements. We propose to furnish the equipment, parts or service described herein, in accordance with the specifications, terms and conditions outlined. We are pleased to offer the following:

Qty (3) Mitsubishi FG20N5-LE 4,000 lb. Capacity LP Pneumatic Tire Forklift,

Standard Equipment

Productivity

- K21 2.1L 4 Cylinder Engine w/ 53 Horse Power
- EPA Emission Compliant Fuel System
- U.L. Approved Model
- Single Speed Powershift Automatic Transmission
- Transmission Oil Cooler
- Transmission Return to Neutral for Start

Reliability

Engine Protection System:

- Engine Coolant Temperature Warning & Cutback
- Transmission Oil Temperature Warning & Cutback
- Engine Oil Pressure Warning & Cutback
- Brake Fluid Level Warning
- Periodic Maintenance Alerts & Display Indicator

Isolated (Rubber mounted) Key Components:

- Hydraulic Control Valves
- Transmission
- Engine
- Radiator
- Exhaust System
- Secondary Lift Cylinders on Mast

Hydrostatic Power Steering

Separate Brake and Inching Pedals

GET THE JOB DONE.



- Cyclone Air Filter
- High Position Air Intake
- Maintenance Free Battery
- Anti Restart Ignition Key Switch
- Fully Insulated Steel Engine Hood
- 500 Hour Service Intervals

Operator Comfort

- Tilt Steering Column with Mechanical Quick Return
- Elongated Grab Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control
- Dual Grab Handles

Operator Protection

- Premium LCD/LED Display including:
 - Combination Hour Meter & On Board Diagnostic Display
 - Speedometer and Clock Display
 - Travel Direction Indicator
 - Low Fuel Indicator (LPG Fuel System only) or Fuel Gage (Gasoline Fuel System Only)
 - Engine Coolant Temperature Gauge
 - Alternator (Battery Charging Status) Warning
 - Diagnostic Warning
 - Operator Passcode Functionality (Optional Activation)
 - Other systems-related indicators & warnings

Added Operator Protection

- Integrated Presence System (IPS)
 - Transmission to Neutral & Display Indicator
 - Mast & Auxiliary Hydraulic Lockout & Display Indicator
 - Parking Brake Warning & Display Indicator
 - Seat Belt Reminder Warning & Display Indicator
- Dual Action Parking Brake Handle

RATINGS & STANDARDS

MAST

FORKS

CARRIAGE

LOAD BACKREST

HYDRAULIC ACTIVATION

TILT CYLINDERS

OVERHEAD GUARD

DRIVE & STEER TIRES

SEAT

WARNING / LIGHT OPTIONS

UL Approved

188.0" MFH / 84.5" OAL / 36.0" FFH Triplex

1.6" X 3.9" X 42" Hook Type - Pallet

39.5" Wide ITA Class II Hook Type Carriage

48" High Load Backrest Extension

3-Section Valve With Cowl Mounted Levers

9 Fwd / 6 Back - Bottler's Tilt

Standard Overhead Guard

Air Filled Pneumatic Single Drive & Steer Tires

Comfort (Non-Suspension) Vinyl Seat

Electronic Back-up Alarm

GET THE JOB DONE.



FORKLIFTS & AERIAL LIFTS | SALES & RENTAL | SERVICE & PARTS

**WARNING / LIGHT OPTIONS
WARNING / LIGHT OPTIONS
WARNING / LIGHT OPTIONS**

**WARNING / LIGHT OPTIONS
WARNING / LIGHT OPTIONS
ACCESSORIES**

**LP TANK
LANGUAGE MARKINGS
WARRANTY**

WARNING / LIGHT OPTIONS

Rear LED Stop/Tail/Back-up Combination Lights
Rear LED Working Light
2 Forward LED Working Lights With Guards Mounted to Overhead Guard
LED Turn Signals
Service Indicator Package
Dual Panoramic Rear View Mirror Kit
Steel LP Tank, Horizontal Fill - 33.5# - FULL TANK
English Language Markings North/South America
Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain
Amber Strobe Light - Mounted Below OHG

Freight

Included

Total Equipment And Accessories

\$ 63,991.80

Total Price: \$ 63,991.80

Prices, Payments, Interest: Applicable taxes, freight, installation and documentation/filing fees are extra. Payment terms are NET 10 DAYS. All overdue amounts bear a finance charge of 1 1/2% per month.

GET THE JOB DONE.



GET THE JOB DONE.

Please feel free to contact me directly at anytime should you have questions regarding this proposal.

Thank you for your time and consideration on this project.

ACCEPTED BY SELLER

ACCEPTED BY BUYER

NAME _____ TITLE _____
Resources

COMPANY NAME: West Virginia Div of Natural
Resources _____

(This quotation shall become a contract only upon signature by the Sales
Manager at Equipment Depot's business offices.)

BY: _____

TITLE: _____
(SIGNATURE OF AUTHORIZED OFFICER OR REPRESENTATIVE REQUIRED)

QUOTATION SUBMITTED BY: **John Shaffer**
Account Manager



TERMS AND CONDITIONS AGREEMENT ("AGREEMENT")

BY AND BETWEEN:

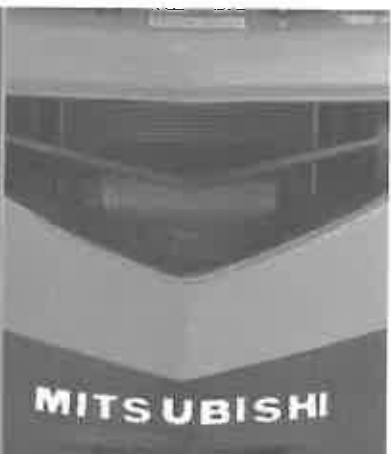
Equipment Depot of St. Albans, West Virginia (Equipment Depot Ohio, Inc. hereinafter referred to as "Seller")

AND State of West Virginia - Div of Natural Resources

Buyer's Name (hereinafter referred to as "Buyer")

1. **ACCEPTANCE.** This quotation is an invitation for an offer and is tendered by Buyer for the acceptance by Seller. It shall become a binding contract only when accepted by the General Manager or General Sales Manager at the branch of the Seller's sales and service office stated herein. Upon said acceptance, this Agreement shall be effective after and shall survive (i) delivery of the equipment ordered hereunder and (ii) the signing of any additional security agreement relating to said equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.
2. **SHIPMENT.** Unless otherwise specifically agreed, all prices are for material packed for domestic shipment and for delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. All risk of loss shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.
3. **PRICES.** Prices quoted herein are based in present costs. Prices are subject to increase by Seller at any time prior to delivery in respect of all or any portion of the equipment on order for scheduled delivery more than six (6) months from order date, to the extent necessary to cover Seller's increased costs applicable thereto.
4. **PAYMENT.** Partial shipments may be made and payments therefor shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of equipment herein described. The terms of sale herein are subject to credit approval and Seller may at any time prior to delivery modify the terms of payment originally specified to assure prompt payment for the equipment ordered.
5. **TAXES.** The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of all taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefor.
6. **SECURITY INTEREST AND DEFAULT.** Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Seller any additional security agreement required by Seller.
- If Buyer shall fail or refuse to accept delivery of the equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the equipment accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If equipment ordered has been delivered to Buyer by Seller at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the equipment. Repossession and disposition of equipment, and suit for any deficient, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in Seller's favor existing at law or in equity.
7. **WARRANTY.** Warranty in effect at the time of sale confirmation for the specific product described in this proposal shall apply.
8. **DELAYS.** Seller shall not be liable for loss or damage due to delay in delivery or manufacture, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of the Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation, or inability due to causes beyond the Seller's reasonable control to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources; and any delays resulting from any such cause shall constitute a waiver of all claims for damages. In no event shall Buyer or Seller be liable for special or consequential damages.
9. **CANCELLATION.** Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by Seller, and Buyer shall indemnify Seller against any loss resulting therefrom.
10. **ENTIRE AGREEMENT AND APPLICABLE LAW.** The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the state of where accepted by Seller. The provisions hereof are intended by Buyer and Seller as a final expression of their agreement and are intended also as a complete and exclusive statement of all the terms applicable to Buyer's order. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's branch as stated herein. In the event of conflict between Buyer's purchase order and the terms hereof, the latter shall control.
11. **TITLE.** Title to the goods herein described shall not pass to the Buyer until the purchase price has been paid in full. In the event of non-payment within sixty (60) days after delivery, we reserve the right to repossess said goods and to charge a reasonable sum for the use thereof during the period from delivery to repossession.

GET THE JOB DONE



PNEUMATIC TIRE FORKLIFT

3,000-7,000 LB CAPACITY LP GAS, GASOLINE AND DIESEL MODELS

YOUR GO-TO PNEUMATIC TIRE FORKLIFT TRUCK



COMFORT COMES STANDARD.

STEP INTO THE OPERATOR COMPARTMENT OF AN FG15N-FG35N / FD20N-FD35N



- Designed for operator comfort
- Adjustable seating for flexibility
- Enhanced visibility
- Memory tilt steering

All come together to create a working environment that reduces fatigue through even the longest shifts.

Comfortable Operator Compartment:

With three-point access, operators of any size can easily enter the operator compartment of these Mitsubishi forklift trucks. The large floor space provides maximum operator comfort, especially during long shifts, while the "through-the-floor" pedal design further reduces operator fatigue and discomfort throughout the day.

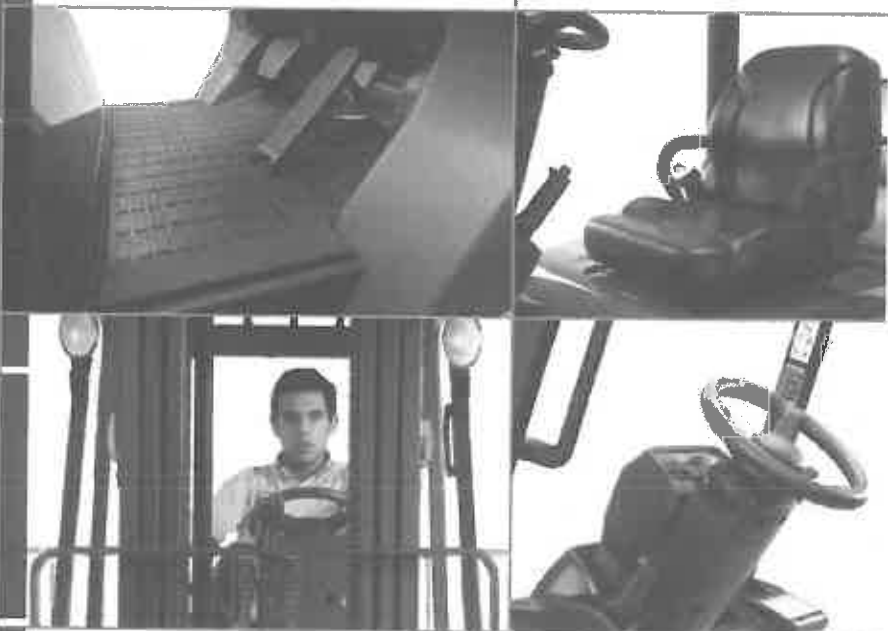
Ergonomic Seat: The FG15N-FG35N / FD20N-FD35N forklift series features seats with adjustable forward and backward movement, added side support in the back cushion and an orange, anti-slip seat belt, creating a comfortable work environment for operators of varying heights. An optional full-suspension seat is available on these models for additional support during long shifts.

Enhanced Operator Visibility:

From the standard lighting package, which includes two forward LED work lights, to the absence of crossbars in the overhead guard and the specially designed mast, the design of the forklift allows for improved visibility in all directions during operation.

Adjustable Steering: The forklift's steering column is equipped with standard memory tilt steering. Allowing for infinite adjustment in a 12-degree range, the steering column's "memory" feature retains the operator's preferred settings for added convenience and comfort during operation.

Every operator is different. So the key to creating a comfortable shift is a flexible design.





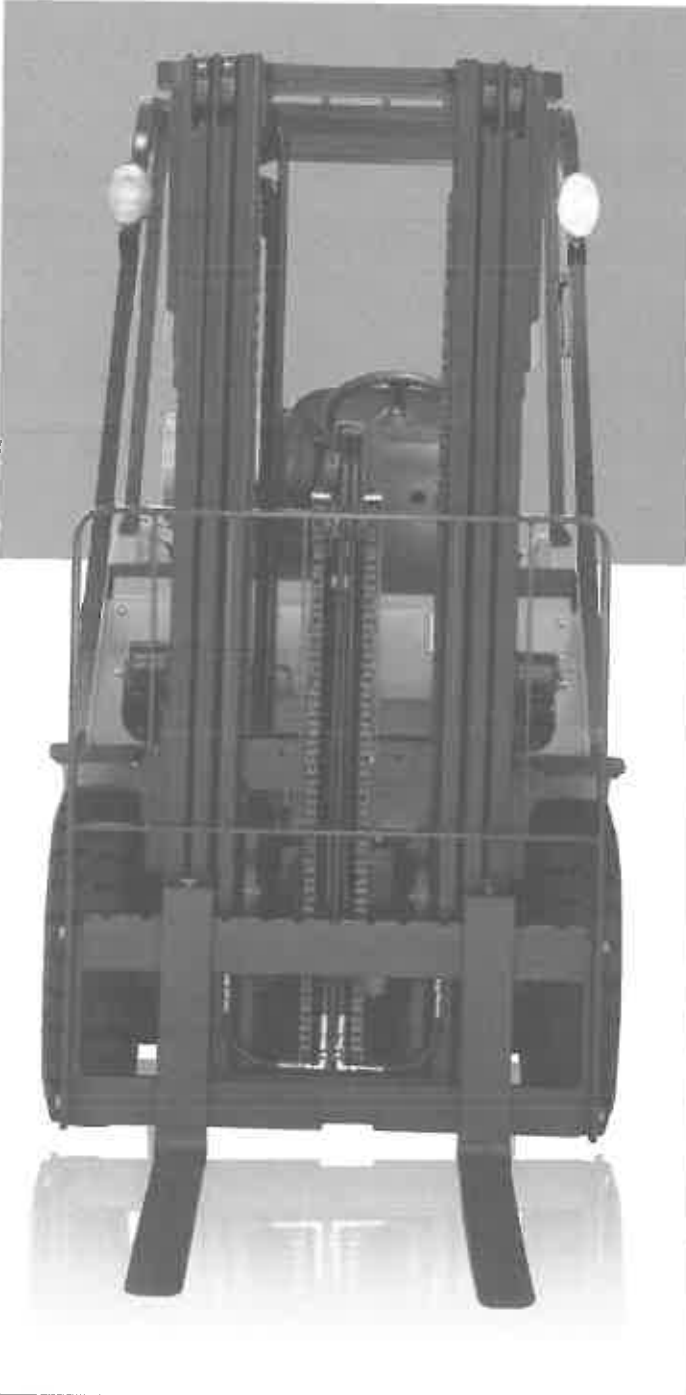
Features	Standard	Optional
Ergonomic seat	•	
Memory tilt steering column	•	
Integrated Presence System	•	
Two forward work lights	•	
Full-suspension seat		•
Swivel seat package		•
Swing-down LP tank bracket		•

The FG15N series delivers superior lift and travel speeds, powerful acceleration and the ability to move 7,800 more loads per year than the competition*. Gain up to 8% more productivity with Mitsubishi forklift trucks.

*Based on cycle testing in which this model completed three more cycles in an hour than the leading competitors. Assuming 10-hour shifts, five-day work weeks and a 52-week year, these results can be calculated to run up to 7,800 more cycles than the leading competition in a given year.

PERFORMANCE AND SERVICE.

QUALITY COMPONENTS AND EASY MAINTENANCE MEAN INCREASED UPTIME

- 
- Smooth powerful engines
 - Enhanced engine protection
 - Reliable components
 - Easy service access
 - Flexible options.

These forklifts are built to perform from the ground up.

LPG / Gas Engine - Efficient From The Inside Out

Equipped with an efficient K21 / K25 engine, these forklifts offer the power you need. A drive-by-wire throttle control allows for enhanced efficiency, reduced emissions and responsive acceleration, while the exhaust system provides a three-way catalyst that lowers the amount of emissions released into the environment.

Diesel Engine - Now Tier 4 Final Compliant

The new 4EG 3.3L diesel engine is built with cutting-edge emissions technologies to meet the Environmental Protection Agency's (EPA) Tier 4 final requirements, while still maintaining the high levels of productivity that your business demands. These include:

- **Utilizing a high pressure common rail fuel injection system** - to ensure the diesel burns cleanly with optimum power output.
- **Employing an exhaust gas recirculation system** - this sends exhaust gas back through the system after cooling to limit harmful emissions, while a diesel oxidation catalyst oxidizes harmful particulate matter.

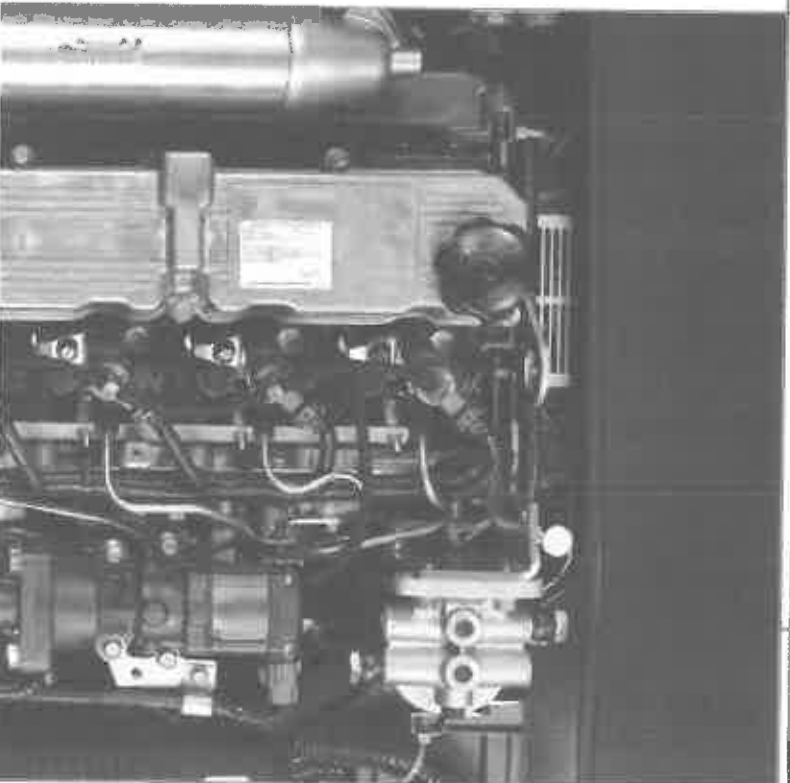


Cool And Quiet: The forklift's fan and radiator system is equipped with a horizontal cross flow cooling system to help keep the engine cool and functioning at peak performance. The corrugated design provides optimal heat exchange, while the aluminum core helps to prevent corrosion. The direct drive fan also reduces noise and necessary maintenance, benefiting your operators and your business.



Engine Protection: Regulated by the Vehicle Control Module, the Engine Protection System keeps the truck running at desirable levels while helping to prevent damage to the forklift, saving you money. If any of the vital fluids become critically low, RPM levels are automatically lowered and the operator is immediately notified by a light on the dash display.

Easy Service Access: Tool-free access to the engine compartment makes routine maintenance, such as cleaning radiator fins, much easier. Additionally, the Vehicle Control Module is conveniently located under the dashboard cup holder, making it readily accessible.



Additional options are available to customize the forklift for your application:

- Bottler's Tilt
- Square Fin Radiator
- Warning Lights
- Air Intake Precleaner
- Underbelly Screen
- Fuel Saver Mode
- Foundry/Brick Protection
- Cotton Fiber Protection

CHARACTERISTICS			FG15N		FG18N		FG20CN		FG20N	
1	Capacity at rated load center	lb kg	3,000	1,500	3,500	1,750	4,000	2,000	4,000	2,000
2	Capacity at load center – distance	in mm	24	500	24	500	24	500	24	500
3	Power		gasoline/LPG		gasoline/LPG		gasoline/LPG		gasoline/LPG	
4	Tire type		pneumatic		pneumatic		pneumatic		pneumatic	
5	Wheels (x = driven)		2x / 2		2x / 2		2x / 2		2x / 2	
DIMENSIONS										
6	Maximum fork height – with standard two-stage mast	in mm	131	3,325	131	3,325	131	3,325	131.5	3,340
7	Free fork height – with standard two-stage mast	in mm	4.5	115	4.5	115	4.7	120	5.5	140
8	Fork dimensions – length x width x thickness	in mm	1.4 x 42.0 x 3.9	35 x 1,070 x 100	1.4 x 42.0 x 3.9	35 x 1,070 x 100	1.6 x 42.0 x 3.9	40 x 1,070 x 100	1.6 x 42.0 x 3.9	40 x 1,070 x 100
9	Fork spacing, out-to-out minimum / maximum	in mm	7.9 / 36.2	200 / 920	7.9 / 36.2	200 / 920	7.9 / 36.2	200 / 920	8.7 / 39.4	220 / 1,000
10	Tilt, forward / backward	deg	6° / 10°		6° / 10°		6° / 10°		6° / 10°	
11	Length to fork face	in mm	89.0	2,260	90.4	2,295	92.5	2,350	98.0	2,490
12	Overall width with standard tires	in mm	41.9	1,065	41.9	1,065	41.9	1,065	45.3	1,150
13	Overall width with optional duals	in mm	-	-	-	-	-	-	64.6	1,640
14	Height with lowered mast	in mm	84.5	2,140	84.5	2,140	84.5	2,140	84.5	2,145
15	Seat height	in mm	44.4	1,127	44.4	1,127	44.4	1,127	44.8	1,137
16	Height to top of overhead guard	in mm	82.7	2,100	82.7	2,100	82.7	2,100	82.9	2,105
17	Height with extended mast	in mm	179	4,549	179	4,549	179	4,549	180	4,564
18	Minimum outside turning radius	in mm	76.8	1,950	78.0	1,980	79.5	2,020	86.6	2,200
19	Load moment constant	in mm	15.7	400	15.7	400	16.3	415	17.9	455
20	Minimum aisle – 90° stack – zero clearance without load	in mm	92.5	2,350	93.7	2,380	95.9	2,435	105	2,655
PERFORMANCE										
21	Travel speed, loaded / empty	mph km/h	10.9 / 11.8	17.5 / 19.0	10.9 / 11.8	17.5 / 19.0	11.2 / 11.5	18.0 / 18.5	10.6 / 11.5	17.0 / 18.5
22	Lift speed, loaded / empty	fpm mm/s	122 / 124	0.62 / 0.63	122 / 124	0.62 / 0.63	122 / 124	0.62 / 0.63	112 / 116	0.57 / 0.59
23	Lowering speed, loaded / empty	fpm m/s	98.4 / 98.4	0.50 / 0.50	98.4 / 98.4	0.50 / 0.50	98.4 / 98.4	0.50 / 0.50	98.4 / 98.4	0.50 / 0.50
24	Drawbar pull loaded (60-minute rating)	lb N	3,910	17,400	3,910	17,400	3,870	17,200	3,840	17,100
25	Drawbar pull loaded maximum (5-minute rating)	lb N	4,560	20,300	4,560	20,300	4,500	20,000	4,500	20,000
26	Gradeability loaded at 1 mph (1.6 km)	%	39.0		39.0		38.0		35.0	
27	Gradeability maximum, loaded / empty	%	63.0		55.0		46.0		41.0	
WEIGHT										
28	Empty	lb kg	5,650	2,560	6,070	2,750	6,750	3,040	7,370	3,340
29	Axle load with rated load, front / rear (est.)	lb kg	7,710 / 940	3,620 / 440	8,460 / 1,110	3,980 / 520	9,370 / 1,380	4,390 / 650	9,950 / 1,420	4,660 / 685
30	Axle load without load, front / rear (est.)	lb kg	2,490 / 3,160	1,130 / 1,430	2,370 / 3,700	1,080 / 1,670	2,390 / 4,360	1,080 / 1,960	3,240 / 4,130	1,470 / 1,870
CHASSIS										
31	Tire size – front (standard)	in	6.5 x 10 - 10PR		6.5 x 10 - 10PR		6.5 x 10 / 5.0 Solid		7.0 x 12 - 12PR	
32	Tire size – front (optional duals)	in	-		-		-		7.0 x 12 - 12PR	
33	Tire size – rear	in	5.0 x 8 - 10PR		5.0 x 8 - 10PR		5.0 x 8 / 3.0 Solid		6.0 x 9 - 10PR	
34	Wheelbase	in mm	55.1	1,400	55.1	1,400	55.1	1,400	63.0	1,600
35	Tread width – front (standard tires)	in mm	35.0	890	35.0	890	35.0	890	37.8	960
36	Tread width – front (optional duals)	in mm	-		-		-		47.4	1,205
37	Tread width – rear	in mm	35.4	900	35.4	900	35.4	900	38.6	980
38	Ground clearance at lowest point of mast	in mm	4.3	110	4.3	110	4.3	110	4.6	117
39	Ground clearance at center of wheelbase	in mm	6.0	152	6.0	152	6.0	152	6.6	167
40	Service brakes	type	foot-operated, hydraulic		foot-operated, hydraulic		foot-operated, hydraulic		foot-operated, hydraulic	
41	Parking brakes	type	hand, mechanical		hand, mechanical		hand, mechanical		hand, mechanical	
ELECTRICAL										
42	Engine model		K21E		K21E		K21E		K21E	
43	Continuous output S.A.E. gross	HP kW	53.0	39.6	53.0	39.6	53.0	39.6	53.0	39.6
44		at rpm	2,700		2,700		2,700		2,700	
45	Maximum torque S.A.E. gross	lb-ft Nm	110	149	110	149	110	149	110	149
46		at rpm	2,000		2,000		2,000		2,000	
47	Cylinders / displacement	cu in L	4 / 126	4 / 2.1	4 / 126	4 / 2.1	4 / 126	4 / 2.1	4 / 126	4 / 2.1
48	Transmission type		powershift		powershift		powershift		powershift	
49	Number of speeds, forward / reverse		1 / 1		1 / 1		1 / 1		1 / 1	
50	Battery		12		12		12		12	
51	Relief pressure for attachments	psi bar	2,610	180	2,610	180	2,610	180	2,610	180
52	Noise level – mean value at operator's ear Leq	dB(A)	73.5		73.5		73.5		73.5	

SAFETY STANDARDS

These trucks meet American National Standards Institute/Industrial Truck Standards Development Foundation, ANSI/ITSDF B56.1. UL-Classified by Underwriters Laboratories, Inc., as to fire and electric shock hazard only. Availability: Types G, LP and D standard. Types GS, LPS and DS optional. Users should be aware of, and adhere to, applicable codes and regulations regarding operator training, use, operation and maintenance of powered industrial trucks, including:

- ANSI/ITSDF B56.1.
- NFPA 505, fire safety standard for powered industrial trucks - type designations, areas of use, maintenance and operation.
- Occupational Safety and Health Administration (OSHA) regulations that may apply.

Specifications, equipment, technical data, photos and illustrations based on information at time of printing and subject to change without notice. Some products may be shown with optional equipment.

FD20N		FG25N		FD25N		FG28N		FD28N		FG30N	
4,000	2,000	5,000	2,500	5,000	2,500	5,500	2,800	5,500	2,800	6,000	3,000
24	500	24	500	24	500	24	500	24	500	24	500
diesel		gasoline/LPG		diesel		gasoline/LPG		diesel		gasoline/LPG	
pneumatic		pneumatic		pneumatic		pneumatic		pneumatic		pneumatic	
2x/2		2x/2		2x/2		2x/2		2x/2		2x/2	
131.5	3,340	131.5	3,340	131.5	3,340	130.5	3,315	130.5	3,315	130.5	3,315
5.5	140	5.5	140	5.5	140	5.7	145	5.7	145	5.7	145
1.6x42.0x3.9	40x1,070x100	1.6x42.0x3.9	40x1,070x100	1.6x42.0x3.9	40x1,070x100	1.8x42.0x4.9	45x1,070x125	1.8x42.0x4.9	45x1,070x125	1.8x42.0x4.9	45x1,070x125
8.7/39.4	220/1,000	8.7/39.4	220/1,000	8.7/39.4	220/1,000	9.8/39.4	250/1,000	9.8/39.4	250/1,000	9.8/39.4	250/1,000
6°/10°		6°/10°		6°/10°		6°/10°		6°/10°		6°/10°	
98.0	2,490	100	2,550	100.0	2,550	104	2,645	104	2,645	107	2,720
45.3	1,150	45.3	1,150	45.3	1,150	50.2	1,275	50.2	1,275	50.2	1,275
64.6	1,640	64.6	1,640	64.6	1,640	67.5	1,715	67.5	1,715	67.5	1,715
84.5	2,145	84.5	2,145	84.5	2,145	85.5	2,165	85.5	2,165	85.5	2,165
44.8	1,137	44.8	1,137	44.8	1,137	46.7	1,187	46.7	1,187	46.7	1,187
82.9	2,105	82.9	2,105	82.9	2,105	83.7	2,125	83.7	2,125	83.7	2,125
180	4,564	180	4,564	180	4,564	178.5	4,536	178.5	4,536	178.5	4,536
86.6	2,200	87.8	2,230	87.8	2,230	91.1	2,315	91.1	2,315	93.7	2,380
17.9	455	17.9	455	17.9	455	19.3	490	19.3	490	19.3	490
105	2,655	106	2,685	106	2,685	110	2,805	110	2,805	113	2,870
10.3/11.2	16.5/18.0	10.6/11.5	17.0/18.5	10.3/10.9	16.5/17.5	10.6/11.2	17.0/18.0	9.9/10.9	16.0/17.5	10.6/11.2	17.0/18.0
120/126	0.61/0.64	112/116	0.57/0.59	120/126	0.61/0.64	98.4/102	0.50/0.52	96.5/100	0.49/0.51	98.4/102	0.50/0.52
98.4/98.4	0.50/0.50	98.4/98.4	0.50/0.50	98.4/98.4	0.50/0.50	98.4/98.4	0.50/0.50	98.4/98.4	0.50/0.50	98.4/98.4	0.50/0.50
3,960	17,600	3,840	17,100	3,960	17,600	4,990	22,200	3,960	17,600	4,990	22,200
4,520	20,100	4,520	20,100	4,520	20,100	5,800	25,800	4,540	20,200	5,800	25,800
36.0		30.0		31.0		36.0		28.0		34.0	
42.0		36.0		37.0		43.0		32.0		41.0	
7,610	3,450	7,990	3,620	8,210	3,720	9,090	4,120	9,330	4,230	9,400	4,260
10,060/1,550	4,720/730	11,570/1,420	5,450/670	11,650/1,560	5,490/730	12,950/1,640	6,100/770	13,050/1,780	6,150/830	13,790/1,610	6,390/870
3,340/4,270	1,510/1,940	3,190/4,800	1,440/2,180	3,260/4,950	1,480/2,240	3,670/5,420	1,660/2,460	3,730/5,600	1,690/2,540	3,860/5,540	1,700/2,560
7.0 x 12 - 12PR		7.0 x 12 - 12PR		7.0 x 12 - 12PR		28 x 9 x 15 - 12PR		28 x 9 x 15 - 12PR		28 x 9 x 15 - 12PR	
7.0 x 12 - 12PR		7.0 x 12 - 12PR		7.0 x 12 - 12PR		28 x 9 x 15 - 12PR		28 x 9 x 15 - 12PR		28 x 9 x 15 - 12PR	
6.0 x 9 - 10PR		6.0 x 9 - 10PR		6.0 x 9 - 10PR		6.5 x 10 - 10PR		6.5 x 10 - 10PR		6.5 x 10 - 10PR	
63.0	1,600	63.0	1,600	63.0	1,600	63.8	1,620	63.8	1,620	66.9	1,700
37.8	960	37.8	960	37.8	960	41.7	1,060	41.7	1,060	41.7	1,060
47.4	1,205	47.4	1,205	47.4	1,205	47.2	1,200	47.2	1,200	47.2	1,200
38.6	980	38.6	980	38.6	980	38.6	980	38.6	980	38.6	980
4.6	117	4.6	117	4.6	117	5.4	136	5.4	136	5.4	136
6.6	167	6.6	167	6.6	167	7.4	189	7.4	189	7.4	189
foot-operated, hydraulic		foot-operated, hydraulic		foot-operated, hydraulic		foot-operated, hydraulic		foot-operated, hydraulic		foot-operated, hydraulic	
hand, mechanical		hand, mechanical		hand, mechanical		hand, mechanical		hand, mechanical		hand, mechanical	
4EG		K21E		4EG		K25E		4EG		K25E	
48.0	36.0	53.0	39.6	48.0	36.0	61.0	45.8	48.0	36.0	61.0	45.8
2,250		2,700		2,250		2,700		2,250		2,700	
131	177	110	149	131	177	129	175	131	177	129	175
1,800		2,000		1,800		1,600		1,800		1,600	
4/203	4/3.3	4/126	4/2.1	4/203	4/3.3	4/152	4/2.5	4/203	4/3.3	4/152	4/2.5
powershift		powershift		powershift		powershift		powershift		powershift	
1/1		1/1		1/1		1/1		1/1		1/1	
12		12		12		12		12		12	
2,610	180	2,610	180	2,610	180	2,610	180	2,610	180	2,610	180
75.5		73.5		75.5		76.5		75.5		76.5	

CHARACTERISTICS			FD30N		FG33N		FD33N		FG35N	
1	Capacity at rated load center	lb kg	6,000	3,000	6,500	3,300	6,500	3,300	7,000	3,500
2	Capacity at load center – distance	in mm	24	500	24	500	24	500	24	500
3	Power		diesel		gasoline/LPG		diesel		gasoline/LPG	
4	Tire type		pneumatic		pneumatic		pneumatic		pneumatic	
5	Wheels (x = driven)		2x / 2		2x / 2		2x / 2		2x / 2	
DIMENSIONS										
6	Maximum fork height – with standard two-stage mast	in mm	130.5	3,315	131.5	3,350	131.5	3,350	131.5	3,350
7	Free fork height – with standard two-stage mast	in mm	5.7	145	5.9	150	5.9	150	5.9	150
8	Fork dimensions – length x width x thickness	in mm	1.8x42.0x4.9	45x 1,070x 125	2.0x42.0x4.9	50x 1,070x 125	2.0x42.0x4.9	50x 1,070x 125	2.0x42.0x4.9	50x 1,070x 125
9	Fork spacing, out-to-out minimum / maximum	in mm	9.8 / 39.4	250 / 1,000	9.8 / 39.4	250 / 1,000	9.8 / 39.4	250 / 1,000	9.8 / 39.4	250 / 1,000
10	Tilt, forward / backward	deg	6° / 10°		6° / 10°		6° / 10°		6° / 10°	
11	Length to fork face	in mm	107	2,720	108	2,750	108	2,750	110	2,790
12	Overall width with standard tires	in mm	50.2	1,275	50.2	1,275	50.2	1,275	50.8	1,290
13	Overall width with optional duals	in mm	67.5	1,715	67.5	1,715	67.5	1,715	67.5	1,715
14	Height with lowered mast	in mm	85.5	2,165	90.5	2,299	90.5	2,299	90.5	2,299
15	Seat height	in mm	46.7	1,187	46.7	1,187	46.7	1,187	46.7	1,187
16	Height to top of overhead guard	in mm	83.7	2,125	83.7	2,125	83.7	2,125	84.3	2,140
17	Height with extended mast	in mm	178.5	4,536	180	4,566	180	4,566	180	4,566
18	Minimum outside turning radius	in mm	93.7	2,380	95.7	2,430	95.7	2,430	96.1	2,440
19	Load moment constant	in mm	19.3	490	19.3	490	19.3	490	19.5	495
20	Minimum aisle – 90° stack – zero clearance without load	in mm	113	2,870	115	2,920	115	2,920	116	2,935
PERFORMANCE										
21	Travel speed, loaded / empty	mph km/h	9.9 / 10.9	16.0 / 17.5	10.9 / 11.5	17.5 / 18.5	10.3 / 11.2	16.5 / 18.0	10.9 / 11.5	17.5 / 18.5
22	Lift speed, loaded / empty	fpm mm/s	96.5 / 100	0.49 / 0.51	98.4 / 102	0.50 / 0.52	96.5 / 100	0.49 / 0.51	82.7 / 86.6	0.42 / 0.44
23	Lowering speed, loaded / empty	fpm m/s	98.4 / 98.4	0.50 / 0.50	98.4 / 98.4	0.50 / 0.50	98.4 / 98.4	0.50 / 0.50	98.4 / 98.4	0.50 / 0.50
24	Drawbar pull loaded (60-minute rating)	lb N	3,960	17,600	4,610	20,500	3,620	16,100	4,610	20,500
25	Drawbar pull loaded maximum (5-minute rating)	lb N	4,540	20,200	5,310	23,600	4,140	18,400	5,310	23,600
26	Gradeability loaded at 1 mph (1.6 km)	%	26.0		29.0		22.0		27.0	
27	Gradeability maximum, loaded / empty	%	30.0		33.0		25.0		32.0	
WEIGHT										
28	Empty	lb kg	9,640	4,370	10,150	4,600	10,390	4,710	10,340	4,690
29	Axle load with rated load, front / rear (est.)	lb kg	13,890 / 1,750	6,550 / 820	14,590 / 2,060	6,880 / 970	14,700 / 2,190	6,920 / 1,040	15,400 / 1,990	7,250 / 940
30	Axle load without load, front / rear (est.)	lb kg	3,920 / 5,720	1,770 / 2,600	3,790 / 6,360	1,710 / 2,890	3,890 / 6,500	1,760 / 2,950	3,700 / 6,640	1,680 / 3,010
CHASSIS										
31	Tire size – front (standard)	in	28 x 9 x 15 - 12PR		250 x 15 - 16PR		250 x 15 - 16PR		250 x 15 - 16PR	
32	Tire size – front (optional duals)	in	28 x 9 x 15 - 12PR		28 x 9 x 15 - 12PR		28 x 9 x 15 - 12PR		28 x 9 x 15 - 12PR	
33	Tire size – rear	in	6.5 x 10 - 10PR		6.5 x 10 - 12PR		6.5 x 10 - 12PR		6.5 x 10 - 12PR	
34	Wheelbase	in mm	66.9	1,700	66.9	1,700	66.9	1,700	66.9	1,700
35	Tread width – front (standard tires)	in mm	41.7	1,060	41.7	1,060	41.7	1,060	41.7	1,060
36	Tread width – front (optional duals)	in mm	47.2	1,200	47.2	1,200	47.2	1,200	47.2	1,200
37	Tread width – rear	in mm	38.6	980	38.6	980	38.6	980	38.6	980
38	Ground clearance at lowest point of mast	in mm	5.4	136	5.4	136	5.4	136	5.7	146
39	Ground clearance at center of wheelbase	in mm	7.4	189	7.4	189	7.4	189	8.0	202
40	Service brakes	type	foot-operated, hydraulic		foot-operated, hydraulic		foot-operated, hydraulic		foot-operated, hydraulic	
41	Parking brakes	type	hand, mechanical		hand, mechanical		hand, mechanical		hand, mechanical	
ELECTRICAL										
42	Engine model		4EG		K25E		4EG		K25E	
43	Continuous output S.A.E. gross	HP kW	48.0	36.0	61.0	45.8	48.0	36.0	61.0	45.8
44		at rpm	2,250		2,700		2,250		2,700	
45	Maximum torque S.A.E. gross	lb-ft Nm	131	177	129	175	131	177	129	175
46		at rpm	1,800		1,600		1,800		1,600	
47	Cylinders / displacement	cu in L	4 / 203	4 / 3.3	4 / 152	4 / 2.5	4 / 203	4 / 3.3	4 / 152	4 / 2.5
48	Transmission type		powershift		powershift		powershift		powershift	
49	Number of speeds, forward / reverse		1 / 1		1 / 1		1 / 1		1 / 1	
50	Battery		12		12		12		12	
51	Relief pressure for attachments	psi bar	2,610	180	2,610	180	2,610	180	2,610	180
52	Noise level – mean value at operator's ear Leq	dB(A)	75.5		76.5		75.5		76.5	

SAFETY STANDARDS

These trucks meet American National Standards Institute/Industrial Truck Standards Development Foundation, ANS/ITSDF B56.1. UL-Classified by Underwriters Laboratories, Inc., as to fire and electric shock hazard only. Availability: Types G, LP and D standard. Types GS, LPS and DS optional. Users should be aware of, and adhere to, applicable codes and regulations regarding operator training, use, operation and maintenance of powered industrial trucks, including:

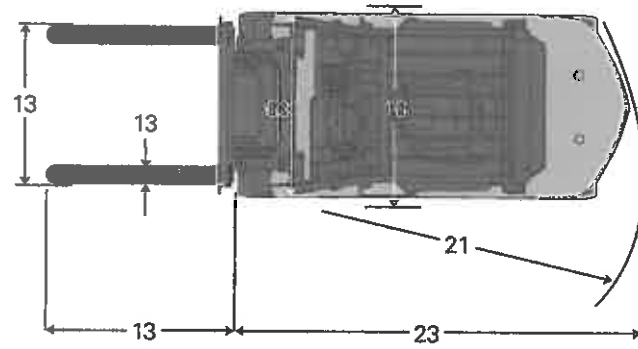
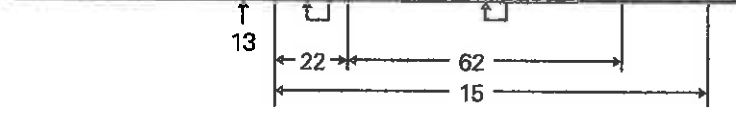
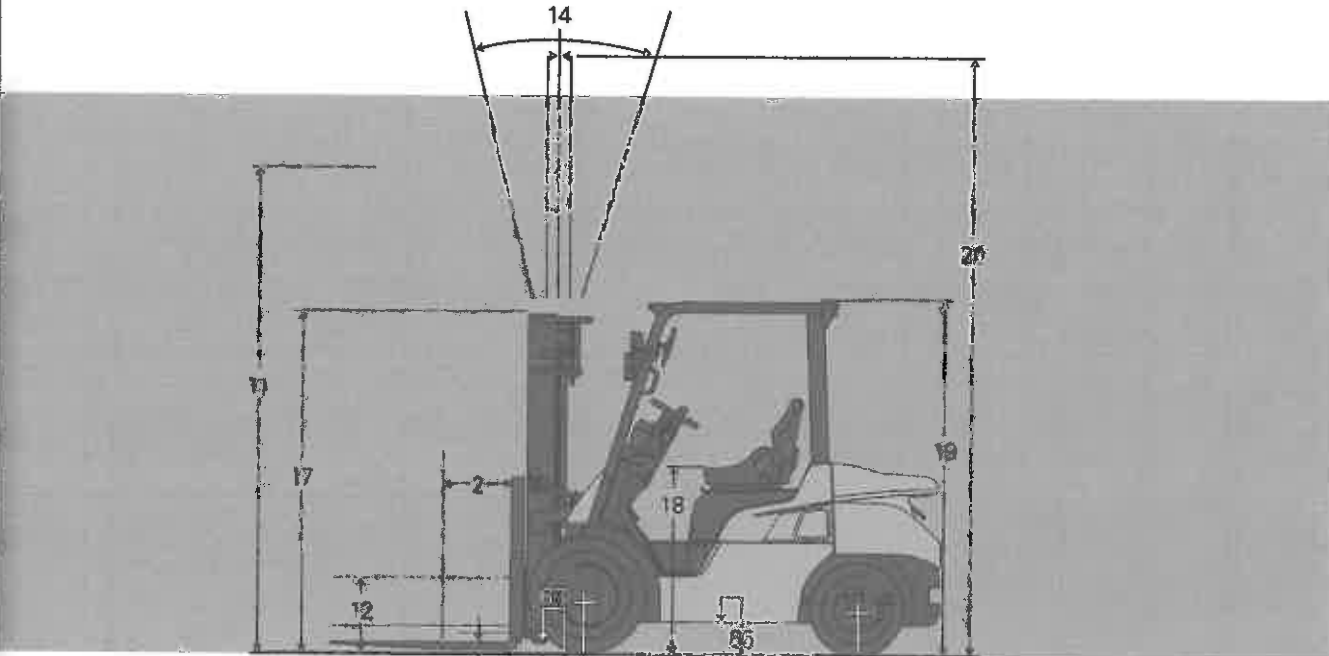
- ANS/ITSDF B56.1.
- NFPA 505, fire safety standard for powered industrial trucks - type designations, areas of use, maintenance and operation.
- Occupational Safety and Health Administration (OSHA) regulations that may apply.

Specifications, equipment, technical data, photos and illustrations based on information at time of printing and subject to change without notice. Some products may be shown with optional equipment.

Call-out numbers shown in the diagram below correspond to the first column of the specifications chart.

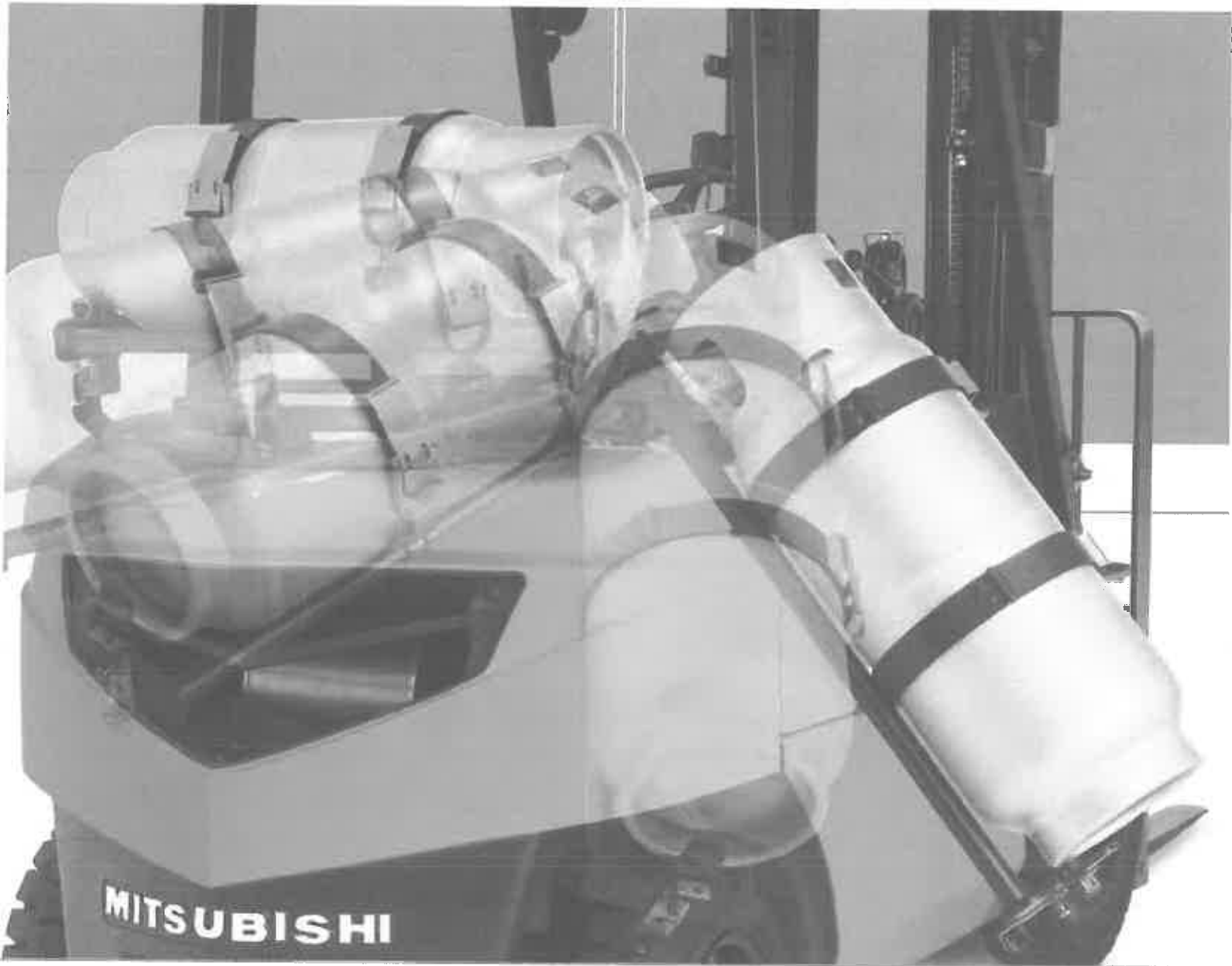
FG15N - FG35N FD20N - FD35N

FG35N	
7,000	3,350
24	500
diesel	
pneumatic	
2x / 2	
131.5	3,350
5.9	150
2.0x42.0x4.9	50x1,070x125
9.8 / 38.4	250 / 1,000
6° / 10°	
110	2,790
50.8	1,290
67.5	1,715
90.5	2,299
46.7	1,187
84.3	2,140
180	4,566
96.1	2,440
19.5	495
116	2,935
10.3 / 11.2	
16.5 / 18.0	
80.7 / 84.6	
0.41 / 0.43	
98.4 / 98.4	
0.50 / 0.50	
3,820	16,100
4,140	18,400
21.0	
24.0	
10,590	
4,800	
15,500 / 2,130	
7,300 / 1,000	
3,820 / 6,770	
1,730 / 3,070	
250 x 15 - 16PR	
28 x 9 x 15 - 12PR	
6.5 x 10 - 12PR	
68.9	1,700
41.7	1,060
47.2	1,200
38.6	960
5.7	146
8.0	202
foot-operated, hydraulic	
hand, mechanical	
4EG	
48.0	36.0
2,250	
131	177
1,800	
4 / 203	4 / 3.3
powershift	
1 / 1	
12	
2,610	180
75.5	



GOING THE EXTRA MILE.

HELPING KEEP OPERATORS AND PRODUCTS SECURE REQUIRES CONSTANT AWARENESS



Mitsubishi Forklift Trucks offers a selection of options designed specifically to help minimize risk and keep operators, pedestrians and your assets secure in the work environment.

Integrated Presence System:

The FG15N-FG35N / FD20-FD35N series is built to help protect the operator and surrounding personnel. Each forklift comes standard with the Integrated Presence System (IPS), which is designed to disengage all powered travel and some hydraulic functions when the operator leaves the normal operating position. A warning alarm will also sound and an indicator on the dash will appear if the operator leaves the compartment without applying the parking brake or forgets to fasten their seat belt.

Additional Options To Help Minimize Risk:

- **Rear grab bar with horn button** - This option allows the operator to easily access the horn while traveling in reverse, while the ergonomic placement of the rear grab bar creates a secure grip.
- **Ground speed control** - This programmable feature regulates top speeds and acceleration in environments where caution should be exercised.
- **Swing-down LP gas tank bracket** - Helping to reduce operator strain, this option makes it easier to remove and replace the empty fuel tank.
- **Light, strobe and alarm packages** - In dimly lit work areas, the optional rear work lights and strobe packages enhance operator visibility while increasing the visibility of the forklift to others working in the same area.
- **Fuel saver mode** - This system slows the acceleration of the forklift which allows savings of up to 14% in fuel efficiency without limiting the top speed of the truck.
- **Thermoformed overhead guard cover** - This plastic cover, offered in both clear or tinted, will help protect the operator from the elements while still allowing visibility through the overhead guard.

The Integrated Presence System provides audible and visual reminders to the operator.

Ground speed control allows you to set limits for the forklift's top speeds. This is especially useful in applications with pedestrian traffic.



FG15N-FG35N FD20N-FD35N

3,000-7,000 LB CAPACITY PNEUMATIC TIRE FORKLIFT

Delivering Exceptional Value

More Than 296,000 Parts To Keep You Running

Mitsubishi Forklift Trucks offers several parts programs, all designed to bring you top performance and convenience for your material handling needs. Contact your local dealer to put our services to work for you.

Support To Fit Your Operation

Find out why more companies are relying on Mitsubishi forklift truck dealers to keep their fleet operating at top performance. Our efficiency provides customers with a better return on investment, and qualified service technicians, diverse parts inventory and unparalleled selection of service options can help reduce your total cost of ownership.

Extensive Dealer Network

The Mitsubishi forklift truck dealer network is dedicated to finding the right forklift solution for your business. With more than 300 dealer locations, you can rely on your local dealer to provide the service you need when you need it most.



Manufactured with superior quality and exceptional value, Mitsubishi forklift trucks are supported by an extensive dealer and field support network located throughout North and South America. Don't forget to ask your local Mitsubishi forklift truck dealer about details on factory retail programs, financing plans and additional options and dealer services like planned maintenance and operator training.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

John Shaffer / Account Manager
(Name, Title)

(Printed Name and Title)

218 Smiley Dr
(Address)

St. Albans, WV 25177
(Phone Number) / (Fax Number)

304-590-4070
(email address)

john.shaffer@eqdepot.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Equipment Depot.
(Company)

John Shaffer / Account Manager.
(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

6/6/17
(Date)

304-590-4070
(Phone Number) (Fax Number)

WV-10
Approved / Revised
12/16/15

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% vendor preference for the reason checked:
Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 - Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 - Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
 - Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
- 4. Application is made for 5% vendor preference for the reason checked:
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; 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.

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: Equipment Depot
Date: 2-9-17

Signed: [Signature]
Title: Account Mgr.

*Check any combination of preference...

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Equipment Depot

Authorized Signature: [Signature] Date: 1/6/2017

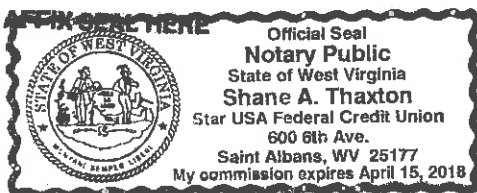
State of West Virginia

Notice (Per Rocky Hurt all of the above were verified by corporate & should sign this for company.)

County of Kenawha, to-wit:

Taken, subscribed, and sworn to before me this 6th day of January, 2017.

My Commission expires April 15, 2018, 2018.



NOTARY PUBLIC [Signature]

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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


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

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

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

Equipment Depot

Company



Authorized Signature

1-9-17

Date

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