

DNR170000034	<b>Document Phase</b> Draft	<b>Document Description</b> Wildlife-Open-End Contract for Forklift Loaders	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

01/12/17 12:37:57  
WU Purchasing Division



**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

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- Separate Brake and Inching Pedals
- 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/ Dual Grab Handles
- Open Step with Anti Slip Plate
- Electronic Direction Control

**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 Belts per OSHA with Reminder Warning & Display Indicator
- Dual Action Parking Brake Handle

**RATINGS & STANDARDS**

**MAST**

**FORKS**

**CARRIAGE**

**SIDESHIFTER**

**HYDRAULIC HOISING OPTIONS**

**LOAD BACKREST**

**HYDRAULIC ACTIVATION**

**TILT CYLINDERS**

**OVERHEAD GUARD**

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

39.5" Wide ITA Class II Hang-On Sideshifter

Single Function Internal Hosing - Triplex Mast

48" High Load Backrest Extension

3-Section Valve With Cowl Mounted Levers

9 Fwd / 6 Back - Bottler's Tilt

Standard Overhead Guard

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

- DRIVE & STEER TIRES**
- SEAT**
- WARNING / LIGHT OPTIONS**
- WARNING / LIGHT OPTIONS**
- WARNING / LIGHT OPTIONS**
- WARNING / LIGHT OPTIONS**
- WARNING / LIGHT OPTIONS**
- WARNING / LIGHT OPTIONS**
- WARNING / LIGHT OPTIONS**
- ACCESSORIES**
- LP TANK**
- LANGUAGE MARKINGS**
- WARRANTY**
- WARNING / LIGHT OPTIONS**

- Air Filled Pneumatic Single Drive & Steer Tires
- Comfort (Non-Suspension) Vinyl Seat
- Electronic Back-up Alarm
- 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** \$ 67,343.82

**Total Price: \$ 67,343.82**

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.

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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

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.

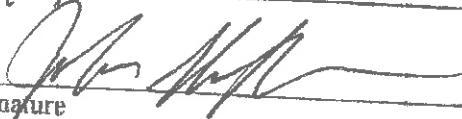
Addendum Numbers Received:

(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 Dept  
Company

  
Authorized Signature

1-9-17  
Date

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

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**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                                    |                                          |
|----------------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
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Equipment Dept  
Company

John Shaffer  
Authorized Signature

1/10/2017  
Date

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

Revised 6/8/2012



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 categories...

**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 wvCASIS, 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 offer or proposal 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)

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 Dept.

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

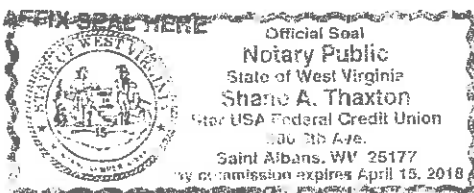
State of West Virginia

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

County of Kanawha, to-wit:

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

My Commission expires April 15, 2018, 2018.



NOTARY PUBLIC S. A. Thaxton

**REQUEST FOR QUOTATION**  
West Virginia Division of Natural Resources-Wildlife Resources Section  
Forklift Loaders Open-End Contract

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**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: John Shaffer

Telephone Number: 304-590-4070

Fax Number: \_\_\_\_\_

Email Address: john.shaffer@egdepot.com