



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  
**ABC29**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BUYER 32  
 304-558-0492**

REVIEW ROOM

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

SHIP TO

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

DATE PRINTED <b>09/05/2006</b>	TERMS OF SALE <b>1% 10, Net 30</b>	SHIP VIA <b>Best Way</b>	F.O.B. <b>Charleston, WV</b>	FREIGHT TERMS <b>Delivered</b>
BID OPENING DATE: <b>09/21/2006</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE ALCOHOL BEVERAGE CONTROL ADMINISTRATION TO PROVIDE AN LPG POWERED FORK LIFT FOR ITS NITRO, WV WAREHOUSE.						
ATTACHMENTS:						
1. SPECIFICATIONS						
2. AFFIDAVIT						
DELIVERY:						
DELIVERY SHALL BE MADE WITHIN 90 DAYS UPON RECEIPT OF THE PURCHASE ORDER. DELIVERY COSTS SHALL BE INCLUDED IN THE PRICE QUOTATION. FORK LIFT MUST BE ASSEMBLED AND SERVICED READY TO OPERATE UPON DELIVERY.						
0001	1	EA		560-75	29,231.00	29,231.00
LPG POWERED FORK LIFT						
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).						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tony Jones</i>	TELEPHONE (304) 546-2366	DATE September 18, 2006
TITLE Account Manager	FEIN 25-1232695	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>( ) BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p>						

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<p>PRECEDING SUBMISSION OF THIS BID;            OR            ( ) 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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 ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>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.</p> <p>BIDDER: <u>Yale Materials Handling-West Virginia</u></p> <p>DATE: <u>September 18, 2006</u></p> <p>SIGNED: <u>Tony Jones/jr</u></p> <p>TITLE: <u>Account Manager</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>Tony Jones/jr</u>	TELEPHONE (304) 546-2366	DATE September 18, 2006
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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RON PRICE-----</p> <p>RFQ. NO.: ABC29-----</p> <p>BID OPENING DATE: 9/21/2006-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            --- (304) 755-9326 and (412) 372-2941 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            --- Tony Jones -----</p> <p>***** THIS IS THE END OF RFQ ABC29 ***** TOTAL: <u>29,231.00</u></p>						

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Vendor: Yale Materials Handling-WV

Requisition No : ABC29

**ADDENDUM ACKNOWLEDGEMENT**

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc

**Addendum No.'s:**

No. 1  X

No. 2

No. 3

No. 4

No. 5

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Tony Jones  
Signature

Yale Materials Handling-West Virginia  
Company

September 18, 2006  
Date

Exhibit 10  
Rev 11/96

**Yale Industrial Trucks—Pittsburgh, Inc.**  
1050 Rico Road  
Monroeville, PA 15146  
(412) 856-YALE  
(412) 372-2941 Fax

**Yale Materials Handling—Cincinnati**  
9750 Crescent Park Drive  
West Chester, OH 45069  
(513) 942-7666  
(513) 942-9619 Fax

**Yale Materials Handling—WV**  
206 Smiley Drive  
St. Albans, WV 25177  
(304) 755-9333  
(304) 755-9326 Fax

**Yale Industrial Trucks—MD**  
17761 Maryland Highway  
Swanton, MD 21561  
(301) 359-5051  
(301) 359-5052 Fax

## Proposal No. 21842

Alcohol Beverage Control Commission  
322 70<sup>th</sup> Street  
Charleston, WV 25304

September 18, 2006

Attention: Mr. Ron Price

Ref: **RFQ #ABC29**  
**Nitro, WV Warehouse**



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

One (1) **New** GLC-050-VXNUR-V085

YALE PROPANE POWERED,  
SITDOWN RIDER FORKLIFT TRUCK  
(**VERACITOR™ SERIES**)

5,000# Capacity at 24" Load Center  
Hi-Vis Simplex Mast:  
Overall Height with Forks Lowered: 85"  
Maximum Fork Height: 129"  
Free Fork Height: 5"

(All other specifications per bulletin number 2227-1.)

**OTHER  
EQUIPMENT  
INCLUDED:**

**Cascade Model #35D-CCS-35A Sideshifting Carton Clamp**  
**(2) Front Lights with (1) Rear Work Light**  
**Backup Alarm**  
**Amber Strobe Light**  
**(2) Pair Attachment Extension Tubes**  
**Parts & Service Manuals**

**ENGINE:**

Mazda 2.0 litre, 4-cylinder, 40.6 hp, overhead valve design, 122 cu. in displacement. Engine features a rigid cast iron block and main bearing caps, EPA emissions compliant and feature closed loop regulation systems that continually monitor exhaust and adjust as necessary, hardened exhaust valve seats.

**TRANSMISSION:**

Standard electronic powershift transmission, 1-speed. Also features electronic inching, electric shift control, neutral start switch, and anti-restart protection; single pedal inching/braking.

**MAST:**

Hi Vis mast design features flush-faced design with geometrically matched, angled load roller bearings which are canted, yet provide full-face roller contact.

Continued On Page Two . . .

Authorized Dealer

Alcohol Beverage Control Commission  
September 18, 2006

**CONTROLLER:** Intellix VSM controller provides extensive monitoring and control of functions and systems with integration of CANbus technology.

**STEERING:** Hydraulic power steering.

**BRAKES:** Duo-servo hydraulic, self-energizing and self-adjusting.

**HYDRAULICS:** Hydraulic system incorporates gear type pump, cast iron body for quiet efficiency. Pilot operated relief valve protects system from hydraulic overloads. Oil is double filtered through a 100 mesh suction line strainer and 10 micron return line filter.

**TIRES:** Drive 21" x 7" x 15" Std. Compound Smooth Tread  
Steer 16" x 5" x 10.5" Std. Compound Smooth Tread

**OPERATOR/  
COMPARTMENT:** Automotive style pedal arrangement with large, single inch/brake pedal. Anti-slip pads are placed on steps and edges for sure footing. Rubber floor mat reduces noise and vibration. Floorplate can be removed without tools for service access. Hand grip provides easy entry and exit from the truck.

**STANDARD  
EQUIPMENT:** 84" Overhead Guard  
48" High Load Backrest  
Tilt (5° Forward / 8° Back)  
Cowl Mounted Mechanical Hydraulic Control Levers  
Serpentine Radiator  
Swing Out LPG Tank Bracket  
Keyswitch Start with Anti-Restart  
Non-Suspension Vinyl Seat  
High Air Intake  
Low Fuel Indicator  
Continuous Stability Enhancement System  
- Enhances lateral truck stability through reduced steer axle articulation, while allowing uncompromised uneven surface travel. It is a maintenance-free design.  
Integrated Dashboard Display  
Floor Mat  
12" Steering Wheel with Wheel Spinner Knob  
Operator Restraint System

**WARRANTY:** 1 Year or 2,000 Hours - Parts and Labor  
2 Years or 4,000 Hours Powertrain

**INTERNATIONAL STATEMENT OF QUALITY:**

*Yale Materials Handling Corporation is an ISO 9002 Certified Manufacturing Company. Additionally, all Yale products are rated by Underwriters Laboratories UL to guarantee our customers the highest quality material handling equipment manufactured in the world*

Continued On Page Three . . .



Alcohol Beverage Control Commission  
September 18, 2006

**DELIVERED PRICE:** **\$29,231.00**

**ESTIMATED DELIVERY:** **11 WEEKS**

<b>OPTIONAL:</b>	Mazda 2.2L LP Engine with Techtronix 100 Transmission	<b>\$ 678.00</b>
	Accutouch Mini-Levers	<b>\$ 527.00</b>
	E-Z Tank Drop Down LPG Tank Bracket	<b>\$ 337.00</b>
	Semi-Suspension Seat	<b>\$ 217.00</b>
	Rear Drive Handle with Horn	<b>\$ 72.00</b>

This truck is manufactured by Yale in the U.S.A.  
No Applicable Taxes Included.



Accepted: \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
(Customer)

By Tony Jones  
(Sales Office)



**LIMITED WARRANTY**  
YALE INDUSTRIAL TRUCKS  
VERACITOR VX SERIES  
UNITED STATES AND CANADA



Yale Materials Handling Corporation ("Yale") warrants, for the period and subject to the terms indicated below, new Veracitor VX Series industrial trucks ("product") sold to you by Yale or an authorized Yale industrial truck dealer for use in the United States or Canada to be, at the time of manufacture, free from defects in workmanship and materials and in compliance with the mandatory design and construction specifications in effect at the time of manufacture, of: (a) Part II, ANSI B56 1-1969, as required by OSHA standard 29 CFR 1910 178 (a) (2); (b) Part III, ANSI B56 1, and (c) the fire protection designation (G, GS, D, LP, LPS, E, EE, etc ) specified on the product.

- A **For Twelve (12) months or 2000 hours** of operation from the date of delivery, whichever comes first, Yale Materials Handling Corporation will, at its sole option, repair or replace any part of the product 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 Materials Handling Corporation will, at its sole option, repair or replace the engine cylinder block, the head assembly including all of its internal lubricated parts, the transmission, including all of its internal parts, the transmission control valve assembly, torque converter, drive axle, and the differential including all of its internal parts found by Yale not to conform to this warranty
- C **For 180 days** from the date of installation for initial use, replacement parts will be repaired or replaced if found by Yale not to conform to this warranty. This warranty does not include freight, travel, special charges or cost of installation

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

**Exclusions and Additional Limitations**

- 1 This warranty relates to the condition of the product at the time of manufacture and does not cover parts or service required as a result of:
  - (a) **Normal wear and tear or required maintenance** including, without limitation: adjustments or replacement of components subject to wear and tear, such as brake shoes, tires, bulbs, filters, spark plugs, batteries, 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 Materials Handling Corporation
  - (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.**



**LIMITED WARRANTY**  
YALE INDUSTRIAL TRUCKS  
VERACITOR VX SERIES  
UNITED STATES AND CANADA



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

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