



NEW EQUIPMENT SALES QUOTE

Branch #168
1716 PENNSYLVANIA AVE
CHARLESTON, WV 25302-3949
Office: (304) 342-5000
www.sunbeltrentals.com

Gregory Pritt
Cell: 1
gregory.pritt@sunbeltrentals.com

CHARLESTON WV PC168

January 04, 2017

Customer: WV DIV. OF NATURAL RESOURCES
(#23148889)
CAPITOL COMPLEX BLG 3
PARKS & RECREATION
CHARLESTON, WV 25302

Quote: WV Division of Natural Resources
(Draft R0)
QUO-58157-N4G1X7

Job Site: WV Department Of Administration
2019 Washington St E
Charleston, WV 25305

Contact: Brittany Ingraham
(304) 558-2157
Brittany.e.ingraham@wv.gov

Pricing Details

Equipment

Qty	Item	Amount
1	Freight	\$1,000.00
3	YALE GP050VX Warehouse Forklift	\$87,105.00
4		
Subtotal		\$88,105.00
Quote Total		\$88,105.00

Terms and Conditions

SALE OF EQUIPMENT. If the Rental PO identifies any Equipment that is to be purchased by Customer, Sunbelt sells and delivers such Equipment to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the Equipment. Sunbelt retains title to the Equipment until Customer has paid in full.

Quote Acceptance

WV DIV. OF NATURAL RESOURCES
Brittany Ingraham

01/05/17 11:00:12
WV Purchasing Division

Acceptance Signature of Customer's Authorized Representative

Date

Sunbelt Rentals, Inc.
Gregory Pritt

Acceptance Signature of Sunbelt Rentals Authorized Employee

Date



Investment Proposal

Thank you for allowing us to submit this proposal for your consideration.

Quote To:

Mr. Ron Nash

Customer: Sunbelt Rentals
2342 Deerfield Drive
Fort Mill, SC -29715
704-348-2676

Ship to: Sunbelt Rentals
West Virginia PC TBD

Quote No: 84-50040584
Series: D875
Model: GP050VX
Quantity: 1
Date: 22 Dec 2016
Expires: 21 Jan 2017



Highlights

Yale Veracitor Pneumatic Tire Forklift Model GP050VX: Nominal 5000 lb capacity at 24" load center. Veracitor trucks feature Industrial Grade Critical Components that maximize productive value and economic life of the lift truck. Rugged powertrains and cooling systems are designed specifically for tough lift truck applications. Highly reliable electrical systems provide sophisticated control of truck functionality leading to outstanding efficiency. Robust hydraulic systems and heavy duty masts provide excellent load moving capability. Truck frames provide optimal strength and rigidity, including maximum protection to internal components. Standard Equipment includes: Continuous Stability Enhancement System, Integrated Dashboard Display, Operator Restraint System, Operator Presence System (OPS), Low Fuel Indicator, Infinitely Adjustable Steering Column and Floor mat.

POWERTRAIN: PSI 2.4L LPG EPA Emissions Certified Engine with Electronic Fuel Injection. Provides outstanding fuel economy and performance in a heavy-duty industrial grade design. Features three (3) individual performance modes to optimize productivity and fuel economy. Powershift 1-speed Transmission features Electronic Inching improving operating costs by eliminating inching adjustments, and Industrial Grade clutch packs, gears, shafts and drive train components for exceptional durability. Self Energizing Drum brakes provide excellent stopping power with minimal brake pedal effort.
MAST: 3 Stage Full Free Lift. 189" Max Fork Ht / 84" Lowered / 60" Free Lift / 237" Ext Ht. (4800mm / 2120mm / 1540mm / 6020mm).
CARRIAGE: 42" (1070mm) Class II Hook Carriage
FORKS: 42" Long Class II Hook Type (1.6"x3.9") Standard Taper, 1067mm Long, (40mm x 100mm).
LOAD BACKREST EXTENSION: 48" High x 42" Wide
MAST TILT: 6 Degrees Forward / 6 Degrees Back
HYDRAULIC CONTROLS: 3 FUNCTION Cowl Mounted Levers
HYDRAULIC CONTROL: Arranged to support Non-Clamping Attachments
PRODUCTIVITY - WITHOUT RTS
HOSE GROUP: 1 Aux Function - Internal Mounted
LPG TANK BRACKET: Swing Out LPG Tank Bracket
FUEL SENSOR: Optical LPG Fuel Sensor. Provides advanced notice of a low LPG fuel level with a visual and a periodic audible warning.
UL APPROVAL: TYPE LP, GAS OR DIESEL
RADIATOR: Anti-clog. Provides enhanced cooling capacity with a clog resistant core design
EXHAUST: Counterweight Rear Exhaust
TREAD WIDTH: Narrow Tread
DRIVE TIRES: Drive Tires - Pneumatic 7.00 x 12-14
STEER TIRES: Pneumatic 6.00 x 9-12
OVERHEAD GUARD: Short - 84" High (2118mm)
STEERING WHEEL: Steering Wheel with Wheel Spinner Knob
ENGINE START: Key switch Start
DIRECTIONAL CONTROL: Directional Lever mounted on the left side of the steering column.
SEAT: Semi-Suspension Vinyl, includes Operator Restraint with No-Cinch Seatbelt.
SEAT ACCESSORY: Black Seat Belt with No-Cinch ELR (Emergency Locking Retractor) mechanism. Seat belt locks only when necessary. Allows seat belt to move with operator and improves operator comfort, especially when driving in reverse.
INCHING CONTROL: Single Inch/Brake Pedal
AIR INTAKE: High Air Intake
AUDIBLE ALARM: Reverse direction activated. Self-adjusting between 82-102 dB(A).
VISIBLE ALARM: Amber LED Strobe Light, keyswitch activated, OHG Mounted - does not increase truck height (Low Mount).
LIGHTS: Dual Front Headlights/Dual Brake, Tail & Back-up Lights Single Rear Work Light - Halogen
MONITORING SYSTEM: Premium Monitoring Package monitors and notifies of hydraulic filter restriction, air filter restriction and low coolant level, in addition to standard system monitoring providing superb control over truck functionality and systems, enabling maximum system efficiency for excellent durability and serviceability.
HOOD: Non-Vented Hood
-SEAT OPERATED ENGINE SHUTDOWN WITH TIMER - PRESET TO 2 MINUTES, WHICH ALSO INCLUDES A VSM, LIGHT & DISPLAY SHUTDOWN, -PRESET TO 7 MIN. -ENGINE WILL NOT START UNLESS OPERATOR IS IN SEAT. THIS SHUTDOWN IS INDEPENDENT OF THE HANDBRAKE. -COMPATIBLE WITH ANY SEAT OPTION -NOT AVAILABLE WITH DIESEL ENGINE OPTIONS
Two Front and Two Rear Turn Signals - Requires standard price work light group with brake/tail/back-up lights and drive lights on order.
LITERATURE: (Decals, Marking and Operator Manual): English
ACCESSORIES: Mirrors - Dual Sideview (LH & RH OHG mounted)
Two Additional Grab Handles on left and Right OHG for Four Total
Retractable Seat Belt with Shoulder Harness

Investment Proposal Price Information

Price Each

Extended

Total Selling Price

Terms: Net 30 Days

F.O.B.: Delivered Pricing from the Factory. No Freight charge to Sunbelt PC

Warranty

WARRANTY: 12 Months/2,000 Hours Manufacturer's Warranty 36 Months/6,000 Hours Manufacturer's Powertrain Warranty

OPTIONS AVAILABLE

Initial to Add _____ CARRIAGE: INTGRL SS 42inch(1070MM) 3FFL CL2 Qty:1

Statement of Quality

Yale Materials Handling is an ISO 9002 Certified Manufacturing Company. Yale is among the first American lift truck manufacturers to receive this prestigious quality registration. Additionally, every Yale model design is reviewed and approved by either Underwriters Laboratories, Inc., or Factory Mutual Engineering Corp., and meets all of the required ANSI-B-56.1 guidelines.

Yale Carolinas, Inc. reserves the right to refuse or evaluate the above order.

Terms and Conditions

Terms and Conditions

ACCEPTANCE

All quotations are subject to prompt acceptance and transmittal of order. Prices are subject to change without notice unless otherwise stated. Contracts and agreements are not valid unless approved and accepted in writing by Yale Carolinas, Inc., Corporate office in Charlotte, NC. However, all contracts shall be deemed to have been executed in Mecklenburg County, NC.

DELAYS

Deliveries under all contracts and agreements are contingent upon acts of providence, strikes, accidents, governmental priority regulations and other causes of delay beyond the sellers control, and in no event will the seller be liable for consequential delays or losses.

CANCELLATIONS

Orders cannot be scheduled, cancelled, specifications changed or goods returned without sellers prior permission. Acceptance is conditional upon reimbursement for consequential loss to the seller.

DELIVERIES

Promises of delivery are given as accurately as conditions will permit, but seller does not guarantee to accomplish shipments on date or dates mentioned.

WARRANTIES

The sellers liability is limited to making good defects in workmanship or material under the manufacturers warranty and shall not exceed the purchase price of the defective item. The seller in no event shall be liable for damages to persons or property arising out of the use of items sold. This warranty supersedes all prior assurances, written or oral made by the seller, its agents or representatives.

PERFORMANCES

Information provided concerning performance of equipment listed hereon are engineering estimates only and no guarantee to meet such specifications is to be implied.

CONFIDENTIAL INFORMATION

This proposal as well as all information therein, including prints, brochures, etc., are confidential and intended only for the purchasers use and are not to be used in any way detrimental to the seller.

TERMS OF THE SALE

Unless otherwise specifically stated, terms are net on invoice based on the date of invoice. F.O.B. Factory (less otherwise stated), sales or use taxes, any type of property tax or any manufacturers or other excise tax levied by federal, state or municipal government or any sub-division thereof, are the liability of the purchaser and if paid by the seller are rechargeable to the purchaser. All sales are subject to the approval of our credit department. This and all subsequent purchases are payable to Yale Carolinas, Inc., P.O Box 32457 Charlotte, NC 28232. The seller reserves the right to cancel this contract upon:

1. Breach of contract by the purchaser
2. Failure by purchaser to make payments as required and
3. Upon insolvency or bankruptcy of the purchaser the seller may require advance payment for security or may cancel an order if the seller, in good faith, doubts the purchasers ability to pay in general.

No terms contained in the purchasers purchase order, shipping request or other communications shall vary the terms and conditions of this agreement, expressed herein, whether or not shipment of the goods followed receipt of such purchase order or any other communication.

Proposal By : Dan Kelly

Accepted By : Ron Nash

*National Account
Manager/Big Truck
Specialist*

*Customer
Representative*

Date

Date



GP-VX

VERACITOR® PNEUMATIC TIRE TRUCKS

4,000 - 5,000 lbs

Yale Veracitor® GP-VX Series

This series of trucks is available in several configurations, designed to meet and exceed your material handling application requirements. The Veracitor® forklift can be configured for maximum performance and lowest cost of operation for medium to heavy duty applications with state-of-the-art features and superior power. The innovative Yale® Flex Performance Technology™ offers selectable performance modes that provide the flexibility to maximize fuel economy or productivity to match application needs.

Yale Veracitor® VX Industrial Engines

feature a rigid cast iron block and main bearing caps. The nodular iron crankshaft is supported with five main bearings. All engines include hardened exhaust valve seats with stellite coated valves for superior durability and electronic throttle control for precise performance and consistent operation. Both Kubota engines feature a cast iron cylinder head as well as a long cylinder stroke for improved torque. The PSI and Kubota LPG engines feature coil over plug ignition design which eliminates spark plug wires.

The PSI engines feature twin engine balance shafts to reduce engine vibration resulting in smoother and quieter performance.

The Kubota 2.4L diesel cylinder heads feature a helical, "crossflow" design within each cylinder to create additional airflow into the cylinder for added power. The turbocharger is a simple design, but uses a variable waste-gate to ensure the proper amount of boost at all engine speeds. The charge air cooler (intercooler) helps lower emissions and increase power by cooling the hot air as it exits the turbocharger and enters the intake manifold.

Fuel Systems

All engines are EPA emissions compliant. The PSI and Kubota LPG engines feature closed loop emissions regulation systems that continually monitor exhaust and adjust fuel/air mix as necessary. These engines use a mixer carburetor and a vaporizer/regulator to convert fuel from a liquid to a gas.

The Kubota EPA Certified Tier 4 Final diesel fuel system utilizes an electronically controlled, high-pressure common-rail fuel system that sends up to five individual fuel injections per power stroke for maximum power and efficiency while reducing noise levels. A cooled Exhaust Gas Recirculation

(EGR) system recycles a portion of the exhaust to be re-burned and reduce emissions, along with a diesel oxidation catalyst (DOC) that continuously oxidizes particulate matter (soot) with no effect on truck operation.

Transmission

There are two transmission selections available with multiple engine configurations that will handle a wide variety of material handling applications. Both transmissions feature electronic inching (requires no adjustment), electronic shift control, neutral start switch, and anti-restart protection. A single pedal controls both inching and braking. Optional dual inch/brake pedals are available for operators who prefer this design. A 10 micron filter protects the transmission from abrasive contaminants.

The Techtronix 100 features Auto Deceleration through the controlled application of clutch packs, and also reduces tire spin by precisely regulating engine speed during controlled ramp descent.

Cooling System employs a 17" blade pusher-type fan. A high capacity, cross-flow radiator ensures rapid heat dissipation. The sealed cooling system operates at a pressure of 15 psi and includes a coolant recovery tank for visual inspection of coolant level. The transmission oil cooler is integrated into the radiator and is located in the side tank. The optional combi-cooler radiator features an externally mounted transmission oil cooler for increased heat transfer capability. All radiators are soft-mounted for excellent durability.

Drive Axle

The drive axles are designed to withstand heavy duty loads and absorb shock loads. The wheel hubs rotate on large tapered roller bearings. The drive shaft transmits torsion to the drive axle from the engine and transmission. Transmission torque occurs through an industrial hypoid ring gear and pinion differential assembly.

The drive axle is a self contained assembly that is isolated from the transmission by a heavy duty rubber isolator. The axle shafts utilize a "rolled fillet" root

LPG/Dual Fuel Engine Specifications

Engine	PSI 2.4L
Cylinders	4
Camshaft	Overhead Valve
Displacement	143 cu.in/2.4 liter
Torque	121 lb.ft @ 2000 RPM
Horsepower	59 hp

LP Engine Specifications

Engine	Kubota 2.5L
Cylinders	4
Camshaft	Overhead Valve
Displacement	152 cu.in/2.5 liter
Torque	131 lb.ft @ 1000 RPM
Horsepower	59 @ 2500 rpm
Air Filtration	Two stage, Dry Type
Emission Control	Closed Loop

Diesel Engine Specifications

Engine	Kubota 2.4L Turbo Diesel
Cylinders	4
Camshaft	Overhead Valve
Displacement	149 cu.in/2.4 liter
Torque	146 @ 1500 RPM
Horsepower	57hp

spline design for increased resistance to torsion stress. A magnetic sump plug is used to collect any metal particles that are circulating in the axle oil, preventing excessive component wear.

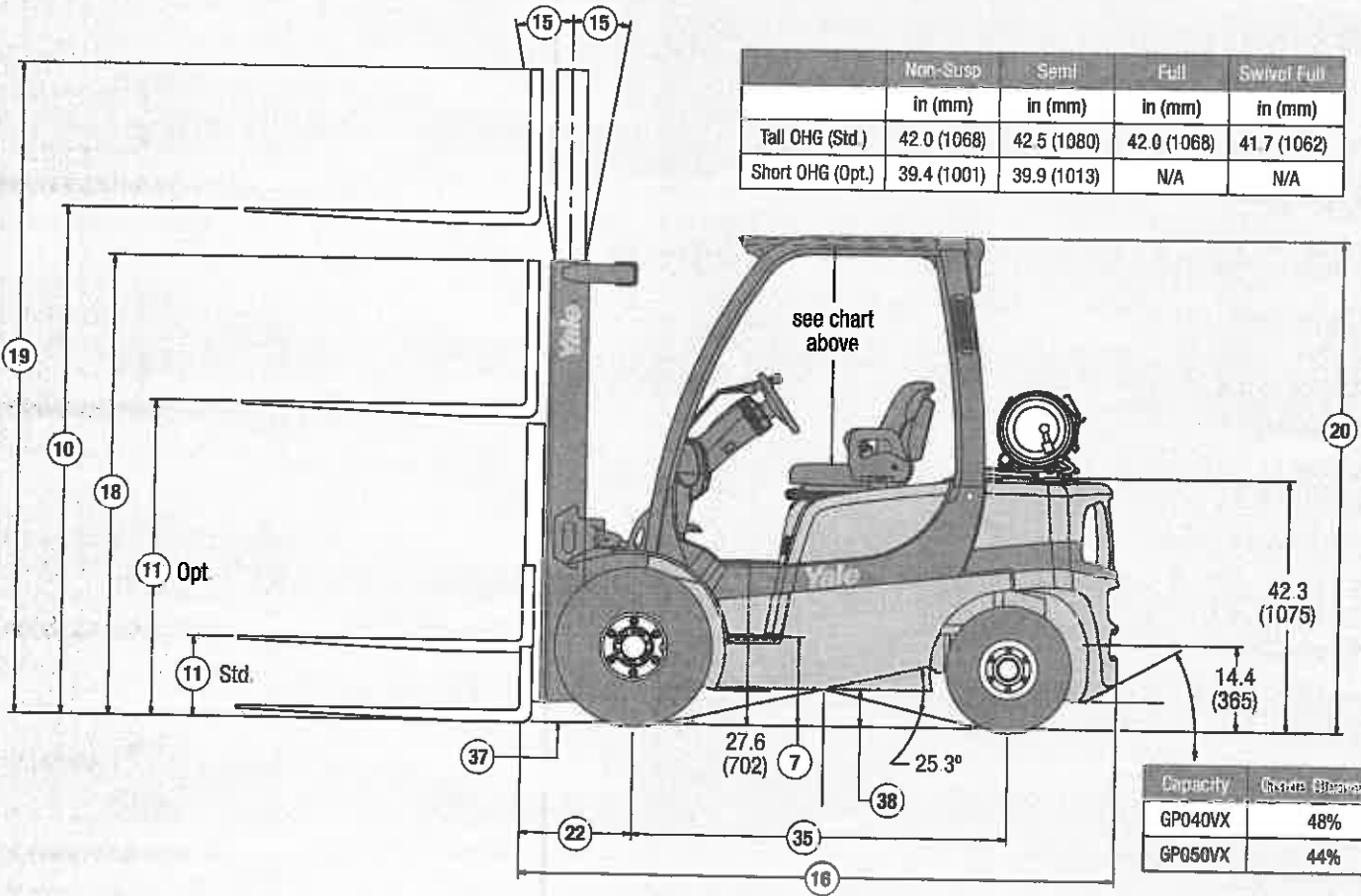
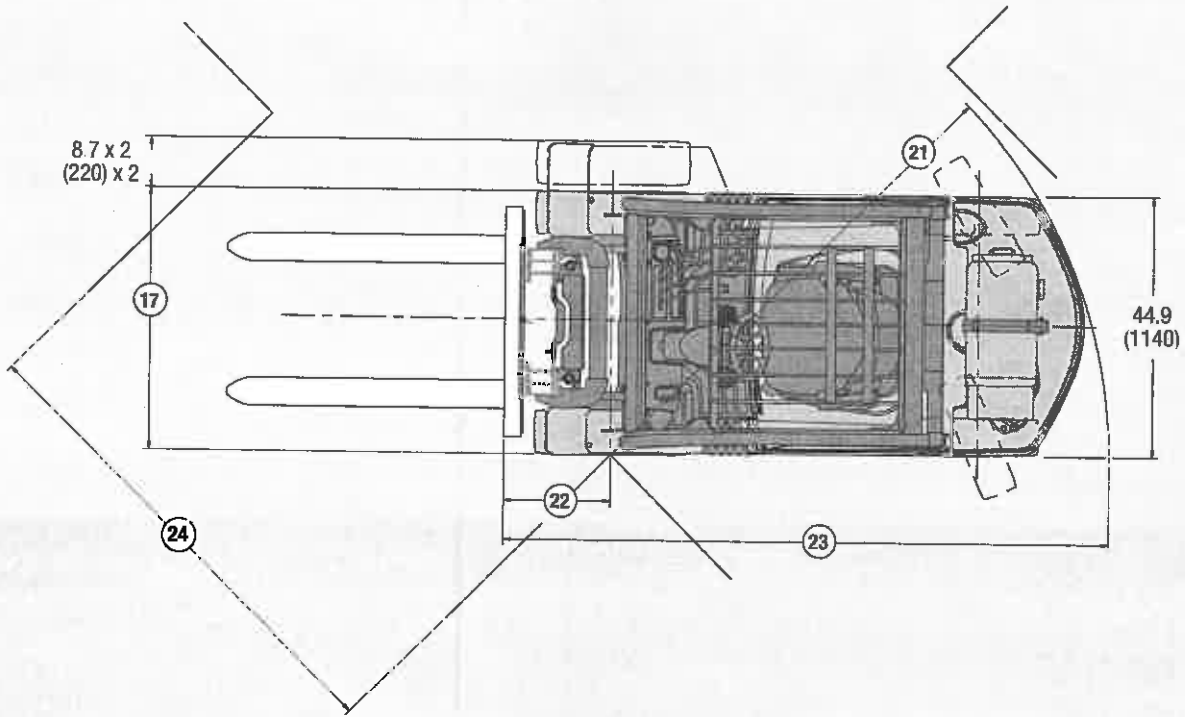
Hydraulic Brakes

Asbestos-free brake linings are bonded to steel shoes and act against cast iron drums. Single circuit master cylinder has a sealed fluid reservoir and features a fluid level sensor which activates

(continued on back)



Truck shown with optional equipment



	Non-Susp	Semi	Full	Swivel Full
	in (mm)	in (mm)	in (mm)	in (mm)
Tall OHG (Std.)	42.0 (1068)	42.5 (1080)	42.0 (1068)	41.7 (1062)
Short OHG (Opt.)	39.4 (1001)	39.9 (1013)	N/A	N/A

Capacity	Chassis	Stability
GP040VX		48%
GP050VX		44%

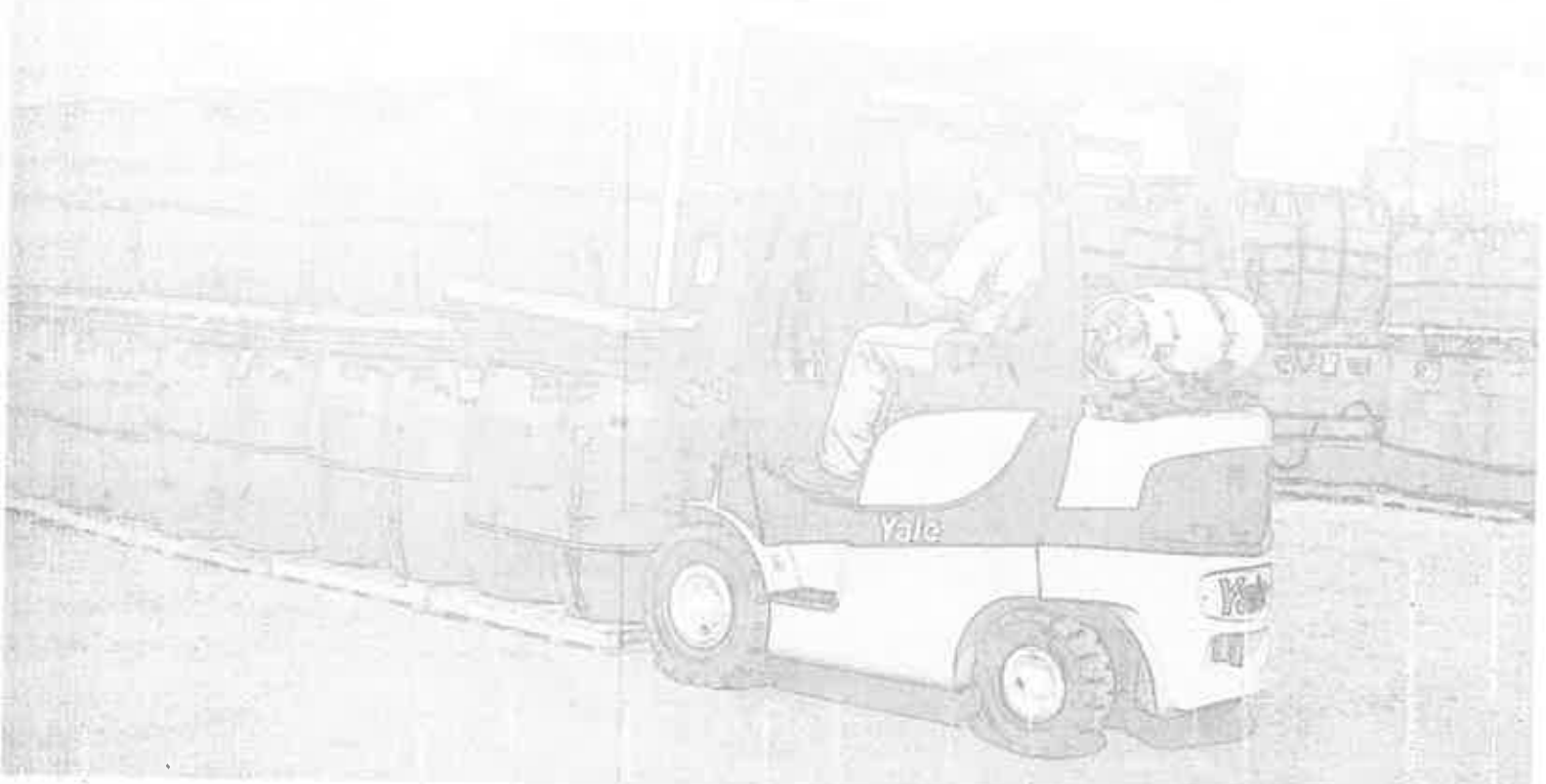
GENERAL	1	Manufacturer Name		Yale			
	2	Model		GP040VX			
	3	Engine		PSI 2.4L	Kubota 2.5L	Kubota 2.4L Tier 4 Final	
	3	Rated Capacity	lb (kg)	4000 (1814)			
	4	Load Center, Distance	in (mm)	24.0 (610)			
	5	Power Type - LPG, Diesel, Dual Fuel		LPG	Dual Fuel	LPG Diesel	
	6	Operator Type		Sit-Down Rider			
	7	Step Height	in (mm)	15.0 (382)			
	8	Tire Type - Cushion, Solid, Pneumatic		Pneumatic			
DIMENSIONS	9	Wheels, Number - Front/ Rear		2x/2			
	10	Lift Height, Top of Fork (TOF)	in (mm)	129 (3292)			
	11	Lift Heights, Standard Limited Free Lift (LFL) w/o LBR (TOF)	in (mm)	5 (140)			
	11	Lift Heights, Optional Full Free Lift (FFL) w/o LBR (TOF)	in (mm)	61 (1565)			
	12	Standard Carriage Width	in (mm)	42.0 (1067)			
	13	Forks, Thickness x Width x Length	in	1.6 X 3.9 X 42			
	13	Forks, Thickness x Width x Length	(mm)	(40 X 100 X 1067)			
	14	Fork Spread, Outside Dimensions	in (mm)	43.3 (1099)			
	15	Mast Tilt Angles, Forward/Backward	degrees	6F/10B			
	16	Length To Face of Forks	in (mm)	98.0 (2486)			
	17	Overall Width, Standard Tread	in (mm)	45.6 (1157)			
	17	Overall Width, Wide Tread	in (mm)	51.9 (1317)			
	18	Height, Standard Mast - Lowered	in (mm)	86.0 (2170)			
	19	Height, Standard Mast - Extended with LBR	in (mm)	147 (3715)			
	19	Height, Standard Mast - Extended without LBR	in (mm)	123 (3100)			
	20	Height, Standard Overhead Guard	in (mm)	85.0 (2160)			
	20	Height, Optional Overhead Guard	in (mm)	82.4 (2093)			
	21	Turning Radius, Minimum Outside (OTR)	in (mm)	84.6 (2149)			
	22	Length, Center of Wheel to Face of Forks	in (mm)	18.5 (470)			
	23	Aisle Width, Right Angle Stack (Add Length of Load)	in (mm)	103.1 (2619)			
	24	Equal Aisle, 90-Degree Intersecting Aisle	in (mm)	79.5 (1987)			
	PERFORMANCE	25	Travel Speed, Powershift Transmission RL/NL	mph (km/h)	11.5/11.8 (18.5/19.0)	10.4/10.6 (16.7/17.0)	11.2/11.3 (18.0/18.2)
		26	Lift Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	120/124 (.61/.63)	122/126 (.62/.64)	122/126 (.62/.64)
		26	Lift Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	106/110 (.54/.56)	106/112 (.54/.57)	106/112 (.54/.57)
26		Lift Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	112/116 (.57/.59)	114/120 (.58/.61)	114/120 (.58/.61)	
27		Lowering Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	114/98 (.58/.50)			
27		Lowering Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/83 (.50/.42)			
27		Lowering Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	106/93 (.54/.47)			
28		Maximum drawbar pull RL/NL	lb (kg)	4980/2315 (2259/1050)	5018/2315 (2276/1050)	5180/2315 (2350/1050)	
28		Drawbar Pull, Standard Transmission @ 1 mph RL/NL	lb (kg)	4215/2315 (1912/1050)	4297/2315 (1949/1050)	4760/2315 (2160/1050)	
29		Gradeability, Standard Transmission @ 1 mph RL/NL	Percent %	37/32	38/32	42/32	
WT.	31	Weight, Standard Truck (2-Std. LFL) NL	lb (kg)	7654 (3472)			
	31	Weight, Standard Truck (2-Std. LFL) RL	lb (kg)	11655 (5286)			
	32	Axle Loading, Static Front/Rear NL	lb (kg)	3929/3725 (1782/1690)			
	32	Axle Loading, Static Front/Rear RL	lb (kg)	10593/1062 (4805/482)			
TIRES & WHEELS	33	Tire Size, Front		7.00 x 12 - 12			
	34	Tire Size, Rear		6.00 x 9			
	35	Wheelbase	in (mm)	63.9 (1623)			
	37	Ground Clearance, Lowest Point NL (w/RL subtract-6mm)	in (mm)	5.2 (132)			
	38	Ground Clearance, Center of Wheelbase NL	in (mm)	6.3 (160)			
	39	Service Brake - Method of Control/Operation		Foot/Hydraulic			
	40	Parking Brake - Method of Control/Operation		Hand/Mechanical			
	41	Battery Type		Maintenance Free			
POWERTRAIN	42	Volts/Cold Cranking Amps	v/cca	12/475		12/770	
	43	Engine, Manufacturer/Model		PSI 2.4L	Kubota 2.5L	Kubota 2.4L	
	44	Permanent Output	hp (kw)	59 (44)	59 (44)	57 (43)	
	45	Torque @ Rated RPM	ft Lbs (kg/m)	121 (16.7) @ 2000 RPM	131 (18) @ 1000 RPM	146 (20) @ 1500 RPM	
	46	Number of Cylinders/Displacement	No/cc (ci)	4/2351 (143)	4/2491 (152)	4/2434 (149)	
	47	Transmission Type, Standard		Electronic Powershift			
	47	Standard Speeds, Forward - Reverse		1-1			
	49	Hydraulic Tank Capacity (Drain and Refill)	gal (liter)	12.1 (45.8)			
	50	Fuel Tank Capacity (Gas & Diesel Powered Units Only)	gal (liter)	13.9 (52.8)			
	51	Auxiliary Hydraulic Pressure Relief for Attachments	PSI (Mpa)	2250 (15.5)			

GENERAL	1	Manufacturer Name		Yale			
	2	Model		GP050VX			
	3	Engine		PSI 2.4L	Kubota 2.5L	Kubota 2.4L Tier 4 Final	
	3	Rated Capacity	lb (kg)	5000 (2268)			
	4	Load Center, Distance	in (mm)	24.0 (610)			
	5	Power Type - LPG, Diesel, Dual Fuel		LPG	Dual Fuel	LPG Diesel	
	6	Operator Type		Sit-Down Rider			
	7	Step Height	in (mm)	15.0 (382)			
	8	Tire Type - Cushion, Solid, Pneumatic		Pneumatic			
DIMENSIONS	9	Wheels, Number - Front/ Rear		2x/2			
	10	Lift Height, Top of Fork (TOF)	in (mm)	129 (3292)			
	11	Lift Heights, Standard Limited Free Lift (LFL) w/o LBR (TOF)	in (mm)	5 (140)			
		Lift Heights, Optional Full Free Lift (FFL) w/o LBR (TOF)	in (mm)	61 (1565)			
	12	Standard Carriage Width	in (mm)	42 (1067)			
	13	Forks, Thickness x Width x Length	in	1 6 X 3.9 X 42			
		Forks, Thickness x Width x Length	(mm)	(40 X 100 X 1067)			
	14	Fork Spread, Outside Dimensions	in (mm)	43.3 (1099)			
	15	Mast Tilt Angles, Forward/Backward	degrees	6F/6B			
	16	Length To Face of Forks	in (mm)	100.7 (2559)			
	17	Overall Width, Standard Tread	in (mm)	45.6 (1157)			
		Overall Width, Wide Tread	in (mm)	51.9 (1317)			
	18	Height, Standard Mast - Lowered	in (mm)	86 (2170)			
	19	Height, Standard Mast - Extended with LBR	in (mm)	147 (3715)			
		Height, Standard Mast - Extended without LBR	in (mm)	123 (3100)			
	20	Height, Standard Overhead Guard	in (mm)	85.0 (2130)			
		Height, Optional Overhead Guard	in (mm)	82 (2093)			
	21	Turning Radius, Minimum Outside (OTR)	in (mm)	87.2 (2216)			
	22	Length, Center of Wheel to Face of Forks	in (mm)	18.5 (470)			
	23	Aisle Width, Right Angle Stack (Add Length of Load)	in (mm)	105.7 (2686)			
	24	Equal Aisle, 90-Degree Intersecting Aisle	in (mm)	80.6 (2020)			
	PERFORMANCE	25	Travel Speed, Powershift Transmission RL/NL	mph (km/h)	11.5/11.8 (18.5/19.0)	10.4/10.6 (16.7/17.0)	11.2/11.3 (18.0/18.2)
		26	Lift Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	120/124 (.61/.63)	122/126 (.62/.64)	122/126 (.62/.64)
			Lift Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	106/110 (.54/.56)	108/112 (.55/.57)	106/112 (.54/.57)
		Lift Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	112/116 (.57/.59)	114/120 (.58/.61)	114/120 (.58/.61)	
27		Lowering Speed, Standard 2-Stage LFL RL/NL	ft/min (m/s)	114/98 (.58/.50)			
		Lowering Speed, Optional 2-Stage FFL RL/NL	ft/min (m/s)	98/83 (.50/.42)			
		Lowering Speed, Optional 3-Stage FFL RL/NL	ft/min (m/s)	106/93 (.54/.47)			
28		Maximum drawbar pull RL/NL	lb (kg)	4952/2249 (2246/1020)	4989/2249 (2263/1020)	5150/2249 (2340/1020)	
		Drawbar Pull, Standard Transmission @ 1 mph RL/NL	lb (kg)	4184/2249 (1898/1020)	4268/2249 (1936/1020)	4730/2249 (2150/1020)	
29		Gradeability, Standard Transmission @ 1 mph RL/NL	Percent %	32/28	33/28	36/28	
WT.	31	Weight, Standard Truck (2-Stg. LFL) NL	lb (kg)	8399 (3810)			
		Weight, Standard Truck (2-Stg. LFL) RL	lb (kg)	13399 (6078)			
	32	Axle Loading, Static Front/Rear NL	lb (kg)	3776/4623 (1713/2097)			
		Axle Loading, Static Front/Rear RL	lb (kg)	12105/1294 (5491/587)			
TIRES & WHEELS	33	Tire Size, Front		7.00 x 12 - 12			
	34	Tire Size, Rear		6.00 x 9			
	35	Wheelbase	in (mm)	63.9 (1623)			
	37	Ground Clearance, Lowest Point NL (w/RL subtract-6mm)	in (mm)	5.2 (132)			
	38	Ground Clearance, Center of Wheelbase NL	in (mm)	6.3 (160)			
	39	Service Brake - Method of Control/Operation		Foot/Hydraulic			
	40	Parking Brake - Method of Control/Operation		Hand/Mechanical			
POWERTRAIN	41	Battery Type		Maintenance Free			
	42	Volts/Cold Cranking Amps	v/cca	12/475		12/770	
	43	Engine, Manufacturer/Model		PSI 2.4L	Kubota 2.5L	Kubota 2.4L	
	44	Permanent Output	hp (kw)	59 (44)	59 (44)	57 (43)	
	45	Torque @ Rated RPM	ft Lbs (kg/m)	121 (16.7) @ 2000 RPM	131 (18) @ 1000 RPM	146 (20) @ 1500 RPM	
	46	Number of Cylinders/Displacement	No/cc (ci)	4/2351 (143)	4/2491 (152)	4/2434 (149)	
	47	Transmission Type, Standard		Electronic Powershift			
		Standard Speeds, Forward - Reverse		1-1			
	49	Hydraulic Tank Capacity (Drain and Refill)	gal (liter)	12.1 (45.8)			
	50	Fuel Tank Capacity (Gas & Diesel Powered Units Only)	gal (liter)	13.9 (52.8)			
	51	Auxiliary Hydraulic Pressure Relief for Attachments	PSI (Mpa)	2250 (15.5)			

GP040-050VX MAST DIMENSIONS

Maximum Fork Height (TOF) †	Overall Lowered Height	Overall Extended Height		Free Lift (TOF)		Approximate Total Weight of Standard Equipped Truck	
		with LBR	without LBR	with LBR	without LBR	GP040VX	GP050VX
in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	lbs (kg)	lbs (kg)
2-STAGE LIMITED FREE LIFT (LFL) Hi-Vis™2 MAST							
129 (3292)	86 (2170)	178 (4515)	123 (3100)	5 (140)	5 (140)	7654 (3472)	8399 (3810)
2-STAGE FULL FREE LIFT (FFL) Hi-Vis™ MAST							
130 (3302)	86 (2170)	179 (4525)	154 (3910)	37 (950)	61 (1565)	7692 (3489)	8437 (3827)
3-STAGE FULL FREE LIFT (FFL) Hi-Vis™2 MAST							
171 (4350)	78 (1970)	220 (5570)	195 (4935)	29 (750)	54 (1390)	7934 (3599)	8679 (3937)
189 (4800)	84 (2120)	237 (6020)	213 (5385)	35 (900)	60 (1540)	8012 (3634)	8757 (3972)
194 (4950)	86 (2170)	243 (6170)	218 (5535)	37 (950)	62 (1590)	8037 (3645)	8782 (3983)
200 (5100)	90 (2270)	249 (6320)	224 (5685)	41 (1050)	66 (1690)	8083 (3666)	8828 (4004)
218 (5550)	96 (2420)	267 (6770)	242 (6135)	47 (1200)	72 (1840)	8165 (3704)	8910 (4042)

† Lift heights over 171.5" (4356 mm) maximum fork height are considered highlifts and require reduced capacity and restricted back tilt. Total approximate weights listed include mast, standard carriage, load backrest (LBR) and 70 lbs. LPG tank and tank bracket.



(continued from cover)

an indicator light located on the instrument panel. Independent, hand adjustable parking brake with push-button release has audible alarm.

Wet Disc Brakes

Optional oil-cooled wet disc brakes provide excellent stopping power with an extremely long service life. The brake cooling oil circulates within the axle to provide consistent braking performance with no fade or change in pedal effort or travel, throughout the entire shift and beyond.

Hydrostatic Power Steering provides responsive control and eliminates mechanical linkages for reduced surface shock and simplified maintenance. The steering wheel is 12 inches in diameter with a textured surface grip and spinner knob, and requires only four turns lock-to-lock. The center mounted steer cylinder is located within the confines of the steer axle for protection.

Steer Axle is constructed of cast steel and is rubber shock mounted to the frame for reduced wear and vibration. The Continuous Stability System (CSS™) enhances lateral truck stability through reduced steer axle articulation, while simultaneously allowing travel across various surfaces.

Chassis designed by Finite Element Analysis (FEA) methods contains a rugged, unitized frame structure with a low step for simple entrance to the operator's compartment. Ergonomically designed overhead guard is bar type for great visibility and reduced noise.

Operator's Compartment features cowl-mounted hydraulic control levers positioned on the right side of the steering column. Optional Accutouch electro-hydraulic controls are integrated into the operator's right-side armrest allowing superior ergonomic actuation. A pedal arrangement with a large, single inch/brake pedal is standard. Tilt cylinders are located beneath the floor for uncluttered space. Rubber floor mat reduces noise and vibration. Floorplate can be removed without tools for excellent

service access. Low step height and a convenient hand grip provide easy entry and exit to and from the truck.

Intellix VSM acts as a master truck controller, providing extensive monitoring and control of truck functions and systems. CANbus technology reduces wiring complexity and enables comprehensive communications between truck systems. The ergonomically positioned dash display transmits continual feedback to the operator and allows for communication of service codes. Comprehensive on-board diagnostics enable quick and easy troubleshooting. The electrical system features sealed connectors and Hall Effect sensors for superior dependability.

Hydraulic System incorporates a gear type pump, cast iron body for quiet efficiency. The system is protected from overloads by a main relief valve for the lift circuit and a secondary relief valve for tilt and auxiliary functions. Oil is double filtered through a 100 mesh suction line strainer and 10 micron return line filter. The hydraulic tank is integrated into the frame. An emergency lowering valve is provided to allow the load to be lowered in the event of power loss. O-ring face seal fittings are used in all high pressure hydraulic connections.

Masts are available in 2-stage LFL (Hi-Vis™₂), 2-stage FFL (Hi-Vis™), and 3-stage FFL (Hi-Vis™₂) models. Mast features flush-faced design with geometrically matched, angled load roller bearings which are canted, yet provide full-face roller contact. The mast front rail flange angle coupled with the inverted "J" inner channel and three degree mast rollers significantly reduce channel and roller wear. "J-hook" mast mounting system allows for convenient mast installation and removal. A bronze phenolic mast pivot bushing with woven reinforcement offers high load carrying capability with outstanding durability.

Options

- PSI 2.4L dual fuel engine
- Kubota 2.5L LPG engine
- Kubota 2.4L Tier 4 Final turbo diesel engine
- Techtronix 100 transmission
- Auto Deceleration System
- Controlled power reversal feature
- Controlled rollback on ramps

- Powertrain protection with engine shutdown system
- Premium monitoring package
- High air intake with precleaner
- Accumulator
- Keyless start (w/auxiliary key switch)
- Various light packages
 - Two brake/back-up high intensity LED lights
 - Two front and one rear halogen or LED work lights
 - Two front, one rear halogen or LED work light and two brake/tail/back-up high intensity LED lights
- Traction speed limiter
- Heavy duty anti-clog radiator
- Heavy duty combi-cooler radiator
- Swing-out, drop-down EZ-tank bracket
- Accutouch mini-lever electro-hydraulic control
- Return-to-set tilt
- Rear drive handle with horn button
- High-visibility non-cinch seat belt with or without interlock
- Polycarbonate overhead guard rain top
- Swivel full-suspension seat
- Foot Directional Control pedal
- Extension tubes with or without quick disconnects
- 10° forward/6° backward tilt
- Operator password
- Load weight display
- Impact monitor
- Seatside directional control
- Integral sideshifting fork positioner
- Dual side view mirrors
- Audible alarm - reverse actuated 82-102 db(A) self-adjusting
- Visible alarm amber strobe light - continuous activated, overhead guard mounted
- Paper applications kit
- Operator pre-shift checklist
- Oil-cooled wet disc brakes
- Pneumatic shaped solid tires
- Radial tires
- Dual drive tires
- Cab with or without air conditioning
- Dual pedal inch/brake
- Vented hood
- Overhead exhaust
- Integral sideshifter
- UL options of G, GS, D, LPS or DS



YALE MATERIALS HANDLING CORPORATION

P.O. Box 7367, Greensboro, NC 27435-7367

www.yale.com

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Intellix VSM is a registered trademark of AMCI Inc. All Rights Reserved.

2210-2E 2/2015 All trucks shown with optional equipment

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This truck meets all applicable regulatory requirements of ANSI B56.1 Safety Standard for Powered Industrial Trucks at the time of manufacture. Compliance with regulatory requirements, including but not limited to emissions, is required only for Type E (powered) trucks.

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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

RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 568-2157
 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.

INVOICE TO		SHIP TO	
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

DNR170000034	Document Phase Draft	Document Description Wildlife-Open-End Contract for Forklift Loaders	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 22nd, 2016 at 9AM. EST.

Submit Questions to: Brittany Ingraham
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Brittany.E. Ingraham@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 5th, 2017 at 1:30 PM. EST.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”
- 20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 13. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 14. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 18. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

- 19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 21. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 25. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing_requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(email address)

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.

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

**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 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**.

Company

Authorized Signature

Date

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

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** 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.

PLEASE NOTE: The cost for shipping must be included as a part of the Total Bid Amount. Delivery will be to various locations throughout West Virginia as noted in Item 6 of this solicitation.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item"** means fork lift loader as more fully described by these specifications.
 - 2.2 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Four-Wheel Forklift**
 - 3.1.1.1 Must have a minimum load capacity of four thousand (4,000) pounds.
 - 3.1.1.2 Engine must have a four-cylinder dual overhead cam that produces a minimum of fifty (50) horsepower and
 - 3.1.1.3 A two point four (2.4) Liter engine.

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

3.1.1.4 Must have a minimum forward speed travel of ten (10) miles per hour loaded.

3.1.1.5 Must have a liquid propane fueled injected system.

3.1.1.6 Must have a filled liquid propane tank (at time of delivery).

3.1.1.7 Must have power steering and adjustable tilt steering column.

3.1.1.8 Must have pneumatic treaded tires on front and back.

3.1.1.9 Hydraulic System:

3.1.1.9.1 Main hydraulic valve must have adjustable flow controls for tilt and auxiliary functions.

3.1.1.9.2 Must have load-sensing flow control valve for steering.

3.1.1.10 Electronics:

3.1.1.10.1 Must have two (2) front work lights.

3.1.1.10.2 Must have hazard, flasher lights.

3.1.1.10.3 Must have rear work light(s).

3.1.1.10.4 Must have backup alarm.

3.1.1.10.5 Must have turn signal lights.

3.1.1.10.6 Must have combination stop/tail/backup lights.

3.1.1.10.7 Must have vinyl safety seat with traction disable seat switch.

3.1.1.10.8 Switched and electrical connectors must be sealed from moisture and dirt.

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

3.1.1.11 Operator's Station:

- 3.1.1.11.1 Must have a minimum of four (4) grab handles for easy entry/exit.
- 3.1.1.11.2 Must have a retractable seat belt with shoulder harness.
- 3.1.1.11.3 Must have a dash display with: hour meter, battery voltage, engine coolant temperature, hydraulic oil temperature, park brake applied, seat belt, service codes, self-diagnostics, and configuration codes.
- 3.1.1.11.4 Light Emitting Diode (LED) warning indicators must include seat belt, park brake engaged, low engine oil pressure, engine coolant over temperature, alternator charge, maintenance required.
- 3.1.1.11.5 Must have rear view mirror.
- 3.1.1.11.6 Must have horn.

3.1.1.12 Frame/ Structure:

- 3.1.1.12.1 Loader design must be a vertical lift boom.
- 3.1.1.12.2 Minimum lifting height of one hundred and eighty-five (185) inches with triple stage upright.
- 3.1.1.12.3 Maximum of eighty-six (86) inches upright height in lowered position.
- 3.1.1.12.4 Uprights must have a minimum tilt of six (6) degrees forward and five (5) degrees back.
- 3.1.1.12.5 Fork length must be between forty-two (42) and forty-eight (48) inches.

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

3.1.1.12.6 Ground clearance under the loader must be a minimum of 4.5”.

3.1.1.13 Warranty:

3.1.1.13.1 Must include in the Total Bid Amount a, a minimum one (1) year / 2000 hours manufacturer’s warranty on basic truck.

3.1.1.14 Pre-Delivery:

3.1.1.14.1 Prior to delivery each piece of equipment must be completely serviced in accordance with Manufacturers Dealer “make Ready” preparation in accordance with these specifications and the manufacturer’s recommendation. Owner’s manual must be delivered with the equipment.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest TOTAL BID AMOUNT as shown on the Pricing Page.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by completing the attached pricing page. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s bids being disqualified. The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied. Items listed are estimates only and will be used for bid evaluation purposes only. Actual quantities may be more or less.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes may download from the wvOASIS Vendor Self-Serve website.

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

Vendor should type or electronically enter the information into the Exhibit A Pricing Page to prevent errors in the evaluation.

- 4.2.1 If the Vendor is submitting an Equivalent Brand this information including Model Number **must** be submitted with their bid submission using Exhibit "A" Pricing Page. Any product brochures to support vendor's product should be submitted with vendor's submitted bid response. This information may be required before award of contract.
- 4.2.2 Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their pricing information including Brand, Model and Year equipment being bid and include it as an attachment to their online response. If unable to respond online Vendor must submit the Exhibit "A" Pricing Pages in their entirety with your bid prior to the scheduled bid opening date and time.

5. ORDERING AND PAYMENT:

- 5.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within sixty (60) calendar days after receiving a purchase order.

Contract Items must be delivered to Agency at any of the following addresses:

Bowden Hatchery
Rt. 1, Box 80
Elkins, WV 26241
(304) 637-0238

Spring Run Hatchery
1988 Spring Run Road, Unit 1
Petersburg, WV 26847-8877
(304) 257-4188

Forks of Coal
50 Rocky Branch Road
Alum Creek, WV 25003
(304) 756-1023

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the

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

return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or five (5) % of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

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

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: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Exhibit "A" Pricing Page
 West Virginia Division of Natural Resources-Wildlife Resources Section
 Forklift Loaders Open-End Contract

Description	Make and Model	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
Four-Wheel Forklift		Each	3		
TOTAL BID AMOUNT (INCLUDES SHIPPING CHARGES)					

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: _____

Signed: _____

Date: _____

Title: _____

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 §01-5-3) 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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this _____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____