



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)[Clarification Request](#)

Procurement Folder: 826615

Procurement Type: Central Purchase Order

Vendor ID: 000000229372

Legal Name: UNITED RENTALS NORTH AMERICA INC

Alias/DBA:

Total Bid: \$185,844.00

Response Date: 02/04/2021

Response Time: 6:57

Responded By User ID: stankersle

First Name: Daniel

Last Name: Cunningham

SO Doc Code: CRFQ

SO Dept: 0211

SO Doc ID: GSD2100000026

Published Date: 1/22/21

Close Date: 2/4/21

Close Time: 13:30

Status: Closed

Solicitation Description: JLG 860SJ (or equal) Telescopic Boom Lift

Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 826615
Solicitation Description: JLG 860SJ (or equal) Telescopic Boom Lift
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2021-02-04 13:30	SR 0211 ESR02042100000005216	1

VENDOR
 000000229372
 UNITED RENTALS NORTH AMERICA INC

Solicitation Number: CRFQ 0211 GSD2100000026
Total Bid: 185844
Response Date: 2021-02-04
Response Time: 06:57:50
Comments:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	JLG 860SJ (or equal) Telescopic Boom Lift	1.00000	EA	185844.000000	185844.00

Comm Code	Manufacturer	Specification	Model #
20102306			

Commodity Line Comments: 4 weeks lead time per the manufacturer

Extended Description:

JLG 860SJ (or equal) Telescopic Boom Lift



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

State of West Virginia
 Centralized Request for Quote
 Equipment

Proc Folder: 826615		Reason for Modification:	
Doc Description: JLG 860SJ (or equal) Telescopic Boom Lift			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-01-22	2021-02-04 13:30	CRFQ 0211 GSD2100000026	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: FEIN: 86-0933835
 Vendor Name: United Rentals (North America), Inc.
 Address: 573 New goff Mtn Rd
 Street:
 City: Cross Lanes
 State: Wv Country: US Zip: 25313
 Principal Contact: Steven Tankersley - Branch Manager
 Vendor Contact Phone: 304-776-7028/877-874-4468 Extension:

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X  FEIN# DATE 2/3/21

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

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.

Aaron Bolen Strategic Account Manager
(Name, Title)
Aaron Bolen Strategic Account Manager
(Printed Name and Title)
573 New Goff Mtn Rd Cross Lanes, Wv 25313
(Address)
304-776-7028 / 304-776-7158
(Phone Number) / (Fax Number)
abolen@ur.com
(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.

United Rentals
(Company)


(Authorized Signature) (Representative Name, Title)

Steve Tankersley Branch Mgr.
(Printed Name and Title of Authorized Representative)

2/3/21
(Date)

304-776-7028 - 304-776-7158
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
JLG 860SJ or equal Telescopic Mounted Boom Lift

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Administration to establish a contract for the one time purchase of one (1) JLG 860SJ (or equal) Telescopic Boom Lift for the General Services Division located at 1900 Kanawha Boulevard East, Charleston, WV 25305. Machine must be delivered, assembled and set-up on site, vendor must provide training to the agency on operation and maintenance of the unit.
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 JLG 860SJ (or equal) Telescopic Boom Lift 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 Contract Item #1 — JLG 860SJ (or equal) Telescopic Boom Lift
 - 3.1.1.1 Must have a maximum platform height of at least 86 feet.
 - 3.1.1.2 Must have a maximum restricted platform capacity of at least 750 pounds.
 - 3.1.1.3 Must have a maximum unrestricted platform capacity of at least 500 pounds.
 - 3.1.1.4 Must have a horizontal outreach of at least 75 feet.
 - 3.1.1.5 Must have a horizontal reach minimum of 30 feet.
 - 3.1.1.6 Must be all wheel drive.

REQUEST FOR QUOTATION
JLG 860SJ or equal Telescopic Mounted Boom Lift

- 3.1.1.7 Must have an engine at least equal in performance to a Deutz TD 2.9L, Tier 4, 67 HP
- 3.1.1.8 Must have a diesel engine
- 3.1.1.9 Must have a 360-degree continuous swing.
- 3.1.1.10 Must have 15" filled lug tread tires
- 3.1.1.11 Shall include covers for all controls if available.
- 3.1.1.12 Shall include a cover for the bucket if available.
- 3.1.1.13 Must be delivered and assembled on site at the agency location, Vendor must include all shipping and delivery charges up-front in their total bid amount.
- 3.1.1.14 Must include a minimum 1-year product warranty or equal.

4. CONTRACT AWARD:

- 4.1 The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Pricing Page: Vendor should complete the Pricing Page by completing Commodity Line 1 on the wvOASIS page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

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

REQUEST FOR QUOTATION
JLG 860SJ or equal Telescopic Mounted Boom Lift

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 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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD210000026

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

United Rentals

Authorized Signature

[Signature]

Date

2/3/21

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

REQUEST FOR QUOTATION
JLG 860SJ or equal Telescopic Mounted Boom Lift

5. PAYMENT:

- 5.1** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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 and assemble the Contract Items within 60 working days after receiving a purchase order. Contract Items must be delivered, assembled and set-up at Agency location at the Capitol Complex, General Services Division, located at 1900 Kanawha Boulevard East, Charleston, WV 25305

- 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 arrange for the 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 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



190450029

BRANCH F45
573 NEW GOFF MOUNTAIN RD
CROSS LANES WV 25313
304-776-7028
304-776-7158 FAX

Job Site

WV DEPT OF ADMINISTRATION
2019 WASHINGTON ST E
CHARLESTON WV 25305-2214

Office: 304-465-1250 **Job:** 304-465-1250

WV DEPT OF TRANSPORTATION
1400 KANAWHA BLVD E
FINANCE DIVISION A P
CHARLESTON WV 25301-3059

Customer #	: 4041494
Quote Date	: 02/03/21
UR Job Loc	: 2019 WASHINGTON ST E
UR Job #	: 1
Customer Job ID:	
P.O. #	: TBD
Ordered By	: MELISSA PETTRY
Written By	: AARON BOLEN
Salesperson	: AARON BOLEN

**This is not an invoice
Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	3108526 CC: 310-8526 BOOM 84-86' TELESCOPIC 4WD JLG 860SJ New 4wd 860SJ, USA ANSI 92.20, USA SPEC, DEUTZ ENGINE T4F, 4 WHEEL DRIVE, J BOOM, 15-625(24.5) FF TIRES,	185844.00	185844.00
Sub-total:			185844.00
Total:			185844.00
CONTACT: MELISSA PETTRY			

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



**UNITED RENTALS (NORTH AMERICA), INC.
EXCEPTIONS SHEET TO:**

**STATE OF WEST VIRGINIA
Telescopic Boom Lift
CRFQ 0211 GSD210000026**

The submission of the attached bid by United Rentals (North America), Inc. (“Contractor”) is subject to the exceptions set forth below.

SECTION; PAGE NUMBER	EXCEPTION; EXPLANATION
<p>General Terms & Conditions, paragraph 28, Warranty, page 16</p> <p>AND</p> <p>Any reference to warranty or guarantee</p>	<p>Contractor requests that any references to “warranty” or “guaranty” be modified to reflect that Contractor is not the manufacturer of the equipment sold hereunder. Accordingly, Contractor requests that all such references be amended to reflect the following:</p> <p>“The only warranty provided with the equipment sold herein is the warranty provided by the original equipment manufacturer (“OEM”). Bidder will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim is approved by the OEM and the OEM authorizes Bidder to repair or replace the equipment, Bidder will do so. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.”</p> <p>AND</p> <p>The OEM warranty, including length and inclusions is attached to this bid.</p>
<p>General Terms & Conditions, paragraph 36, Indemnification, page 21</p>	<p>Once the equipment is delivered, Contractor no longer has any control over the use or misuse of the equipment sold.</p> <p>As such, Contractor requests that this section should be modified to reflect that Contractor’s indemnification and save harmless obligations shall be limited to claims to the extent caused by the negligence or willful misconduct of Contractor during the delivery of the good sold hereunder. Contractor’s liability for costs and expenses hereunder shall be limited to those that are reasonable and actual, including reasonable attorney fees. In no event shall Vendor be liable for incidental, special or consequential damages.</p>