



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

State of West Virginia
Purchase Order

Order Date: 09-23-2022

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

| | | | |
|-----------------------|---|--------------------------|-----------------------------|
| Order Number: | CPO 0211 4070 GSD2300000006 1 | Procurement Folder: | 1081537 |
| Document Name: | Hydraulic Telescopic Articulating Aerial Bucket Truck | Reason for Modification: | Award of CRFQ GSD2300000015 |
| Document Description: | Hydraulic Telescopic Articulating Aerial Bucket Truck | | |
| Procurement Type: | Central Purchase Order | | |
| Buyer Name: | Melissa Pettrey | | |
| Telephone: | (304) 558-0094 | | |
| Email: | melissa.k.pettrey@wv.gov | | |
| Shipping Method: | Best Way | Effective Start Date: | |
| Free on Board: | FOB Dest, Freight Prepaid | Effective End Date: | |

| VENDOR | DEPARTMENT CONTACT | | | | | | | | | | | | | | | | | | | | |
|--|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|-------------|--|--|----|-------------|--|--|----|-------------|--|--|---|
| Vendor Customer Code: 000000204452 WEST VIRGINIA TRACTOR COMPANY PO BOX 473 CHARLESTON WV 253220473 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table> | | Discount Allowed | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | Not Entered | | | #3 | Not Entered | | | #4 | Not Entered | | | Requestor Name: Robert W Hovatter Requestor Phone: 304-352-5498 Requestor Email: robert.w.hovatter@wv.gov 23 FILE LOCATION _____ |
| | Discount Allowed | Discount Percentage | Discount Days | | | | | | | | | | | | | | | | | | |
| #1 | No | 0.0000 | 0 | | | | | | | | | | | | | | | | | | |
| #2 | Not Entered | | | | | | | | | | | | | | | | | | | | |
| #3 | Not Entered | | | | | | | | | | | | | | | | | | | | |
| #4 | Not Entered | | | | | | | | | | | | | | | | | | | | |

| INVOICE TO | SHIP TO |
|---|--|
| DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US | DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 11 - CHILLER PLANT 218 CALIFORNIA AVE CHARLESTON WV 25305 US |

9-28-22 Bar

Total Order Amount: \$195,120.00

Purchasing Division's File Copy

ENTERED

mcp 09/29/2022

| | | |
|--|---|--|
| PURCHASING DIVISION AUTHORIZATION DATE: 9/28/2022 ELECTRONIC SIGNATURE ON FILE | ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 9/29/2022 ELECTRONIC SIGNATURE ON FILE | ENCUMBRANCE CERTIFICATION DATE: 9-29-2022 ELECTRONIC SIGNATURE ON FILE |
|--|---|--|

Extended Description:

One-Time Purchase
CPO

The Vendor, West Virginia Tractor Company of Charleston, WV agrees to enter this One-Time purchase with the West Virginia Department of Administration, General Services Division for one (1) Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck, per the bid requirements, specifications, terms and conditions, Addendum No. 1 dated 09/02/2022 and the Vendor's submitted and accepted bid dated 09/12/2022 incorporated herein by reference and made a part hereof.

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|------|---------------|-------------|
| 1 | 25101911 | 1.00000 | EA | 187200.000000 | 187200.00 |
| Service From | Service To | Manufacturer | | Model No | |
| | | | | | |

Commodity Line Description: Hydraulic Telescopic Articulating Aerial Bucket Truck

Extended Description:

Base Bid. Per attached Specifications

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|------|-------------|-------------|
| 2 | 25101911 | 1.00000 | EA | 7920.000000 | 7920.00 |
| Service From | Service To | Manufacturer | | Model No | |
| | | | | | |

Commodity Line Description: Power Inverter Package

Extended Description:

Alternate # 1. Per attached Specifications

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☒ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: 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.

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. 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.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. 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, included in the Contract, 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.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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 § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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 or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel

Revised 07/01/2022

products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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) Gary W. Grady PRES.
(Printed Name and Title) Gary W. Grady, President
(Address) P.O. Box 473 Charleston, WV 25322
(Phone Number) / (Fax Number) 304-346-5301 304-346-5305
(email address) wvtractor@msn.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

West Virginia Tractor Company

(Company) Gary W. Grady President

(Authorized Signature) (Representative Name, Title)
Gary W. Grady, President

(Printed Name and Title of Authorized Representative) (Date)
304-346-5301 304-346-5305

(Phone Number) (Fax Number)
wvtractor@msn.com

(Email Address)

REQUEST FOR QUOTATION
Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck

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) Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck, as defined in the General Requirements in Section 3, for the General Services Division located at 1900 Kanawha Boulevard East, Charleston, WV 25305. Vehicle must be delivered, and 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 Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck 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. Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck. 2022 Ford F-550 (or equal), or current model year.**
 - 3.1.1.1. Truck, Standard Cab/Chassis, 4 Wheel Drive.**
 - 3.1.1.1.1.** The GVWR rating shall be 19,500 pounds, minimum.
 - 3.1.1.1.2.** Cab to axle dimension shall be 84 inches, minimum.
 - 3.1.1.1.3.** Shall have power take off (PTO) provision installed.
 - 3.1.1.1.4.** The unit specified herein and offered shall be manufactured on or after January 1, 2022 and be clearly identified and marked with the date of manufacture.

REQUEST FOR QUOTATION
Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck

3.1.1.2.Engine.

3.1.1.2.1. Must be a minimum 8 – cylinder gasoline engine.

3.1.1.2.2. Engine shall have the manufacturer's largest cooling system available.

3.1.1.3.Transmission and Transfer Case.

3.1.1.3.1. Shall have automatic transmission.

3.1.1.3.2. Transmission shall have the manufacturer's largest external transmission cooler available.

3.1.1.3.3. Shall have electronic shift-on-the-go or manual 4x4 transfer case.

3.1.1.4.Cab and Interior Features

3.1.1.4.1. Shall be Ford Oxford White (or equal) in color.

3.1.1.4.2. Shall have power windows and locks.

3.1.1.4.3. Shall have heating and air conditioning.

3.1.1.4.4. Shall have tilt steering column.

3.1.1.4.5. Shall have AM/FM radio with wireless connectivity.

3.1.1.4.6. Shall have left and right-side heated mirrors.

3.1.1.4.7. Shall have license plate mounts, front, and rear.

3.1.1.4.8. Shall have factory installed mud flaps and platform running boards.

3.1.1.4.9. Shall have a minimum of one (1) 12-volt auxiliary power outlet.

3.1.1.4.10. Shall have a minimum of one (a) 115-volt outlet.

3.1.1.4.11. Shall have a rear-view back-up camera.

3.1.1.4.12. Shall have a backup alarm package and warning lights.

3.1.1.4.13. Shall have an Integral Trailer Brake Controller.

3.1.1.4.14. Shall have a master switch in the cab for all strobe lights.

3.1.1.4.15. Shall have a fire extinguisher, emergency triangle set, and first aid kit.

3.1.1.4.16. Shall have a split bench seat.

3.1.1.4.17. Shall have vinyl floor covering.

3.1.1.5.Suspension

3.1.1.5.1. Shall have Level -Ride rear truck suspension (torsion bar) stabilizer on rear truck chassis axle and suspension.

3.1.1.5.2. Shall have outriggers.

3.1.1.5.3. Shall have All-Terrain radial tires.

3.1.1.5.4. Shall have a limited slip differential rear end.

3.1.1.5.5. Shall have disc brakes with ABS.

REQUEST FOR QUOTATION
Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck

3.1.1.6. Fuel Tank

3.1.1.6.1. Shall be a minimum of 40 gallons.

3.1.1.7. Service Truck Body

- 3.1.1.7.1. Shall have a Knapheide 6132D54J (or equal) galvanized steel service body.
- 3.1.1.7.2. Shall have galvanized steel compartment doors with continuous stainless steel door hinges and hinge pins.
- 3.1.1.7.3. Shall have stainless steel rotary paddle latches.
- 3.1.1.7.4. Shall have spring loaded door retainers on all vertical doors.
- 3.1.1.7.5. Shall have a standard shelving package with adjustable shelves and dividers.
- 3.1.1.7.6. Utility body shall have complete immersion electro deposition primer and painted to match cab color.
- 3.1.1.7.7. Shall have one (1) side mount ladder rack with angle guide rails and rear roller assembly mounted on top of the passenger side of the service body.
- 3.1.1.7.8. Shall have a master locking manual bar system on the rear of utility body on each side.

3.1.1.8. Rear Platform Extension

- 3.1.1.8.1. Shall have curb sidewalk up steps.
- 3.1.1.8.2. Shall have two grab handles mounted on curb side.
- 3.1.1.8.3. Shall have LED taillights, brake lights, turn lights, and back-up lights.
- 3.1.1.8.4. Shall have all marker lights and reflectors to conform to Federal Motor Vehicle Safety Standards.
- 3.1.1.8.5. Shall have a universal wiring harness for above lights.

3.1.1.9. Towing Package

- 3.1.1.9.1. Shall have a trailer towing package to include pintle hook and safety chain eyes.
- 3.1.1.9.2. Shall have a class V hitch with a 2 -1/2" receiver.
- 3.1.1.9.3. Shall have a 2-1/2" to 2" receiver bushing adapter.
- 3.1.1.9.4. Shall have a 7-way trailer plug.

REQUEST FOR QUOTATION

Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck

3.1.1.10. Strobe Lights

- 3.1.1.10.1.** Shall have two (2) amber LED strobe lights on the truck front grill (one on each side).
- 3.1.1.10.2.** Shall have two (2) amber LED strobe lights on the rear of utility body (one on each side).
- 3.1.1.10.3.** Shall have two (2) post mounted amber LED strobe lights installed above the first vertical compartments (one on each side)..

3.1.1.11. Aerial Bucket Lift.

- 3.1.1.11.1.** Shall have one (1) ArmLift TKS44BR (or equal) non-insulated steel telescopic boom.
- 3.1.1.11.2.** Maximum Working Height shall be at least 44 feet.
- 3.1.1.11.3.** Maximum Horizontal Reach shall be at least 27 feet 6 inches.
- 3.1.1.11.4.** Platform capacity shall be at least 350 pounds.
- 3.1.1.11.5.** Shall have 360-degree continuous rotation.
- 3.1.1.11.6.** Shall have 180-degree hydraulic platform rotation, 90 degrees to each side.
- 3.1.1.11.7.** Shall have a joystick controller in the bucket for all hydraulic functions with full feathering controls.
- 3.1.1.11.8.** Shall have engine start and stop from bucket and base.
- 3.1.1.11.9.** Shall have full controls at bucket and base with base override.
- 3.1.1.11.10.** Shall have hydraulic bucket leveling.
- 3.1.1.11.11.** Shall have manual emergency descent valve at bucket.
- 3.1.1.11.12.** Shall have fiberglass bucket with a walk-through opening facing the curbside.
- 3.1.1.11.13.** Shall have a bucket cover.
- 3.1.1.11.14.** Shall have counterbalance valves on all hydraulic cylinders.
- 3.1.1.11.15.** Vendor shall provide two (2) Operator's Manuals, two (2) Service Manuals, one (1) Manual of Responsibilities, and one (1) EMI Safety Manual.
- 3.1.1.11.16.** Aerial bucket lift must be tested and certified per ANSI A92.2-2001

3.1.1.12. Pre-delivery Inspection: Prior to delivery, must be thoroughly inspected and serviced in compliance with the manufacturers prescribed procedures.

- 3.1.1.12.1.** Complete vehicle lubrication.
- 3.1.1.12.2.** Confirm oil level, fill crank case as needed, top off all fluids.

REQUEST FOR QUOTATION

Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck

- 3.1.1.12.3. Adjust engine to proper operating condition.
- 3.1.1.12.4. Verify tires pressure and correct as necessary.
- 3.1.1.12.5. Check front end alignment or four-wheel alignment if applicable, perform alignment if needed, and balance all tires.
- 3.1.1.12.6. Wash/Clean interior and exterior of vehicle.
- 3.1.1.12.7. Remove all unnecessary tags, stickers (including window stickers), papers, tags etc.
- 3.1.1.12.8. Window stickers need to be removed and placed inside the vehicle.
- 3.1.1.12.9. Include a minimum of one owner's manual.
- 3.1.1.12.10. Upon delivery, the vehicle's fuel tank shall be full of fuel.
- 3.1.1.12.11. Include temporary license if required.
- 3.1.1.12.12. Affix a valid West Virginia Inspection Sticker to the windshield.
The vehicle must be inspected in the month it is delivered.
- 3.1.1.12.13. No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected.
- 3.1.1.12.14. Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle.
- 3.1.1.12.15. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks, and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.

3.1.2. Alternate #1: Power Inverter Package

- 3.1.2.1. Shall have one (1) Dimensions 12/2400N (or equal) Pure-Sine Inverter mounted in left horizontal truck body compartment.
- 3.1.2.2. Shall have an on/off master switch in the cab for the power inverter utilizing one (1) OEM accessory switch.
- 3.1.2.3. Shall include one (1) group-31 deep cycle battery and enclosed battery box vented to the body exterior.
- 3.1.2.4. Shall have wire inverter output through aerial device slip ring to provide power to a platform mounted GFI outlet

3.1.3. Pre-Build Meeting

- 3.1.3.1. After award of contract there will be a mandatory pre-build meeting with the successful vendor within fifteen (15) business days of award of contract.

REQUEST FOR QUOTATION
Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck

4. CONTRACT AWARD:

4.1. Contract Award: 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.

4.2. Pricing Page: Vendor should complete the Pricing Page by indicating the Lump Sum Fee for the vehicle including all required components, and indicating the Lump Sum Fee for the Alternate #1 package (which would include installation). 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.

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

5. PAYMENT:

5.1. Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

5.2. Invoices: Invoices shall be submitted for payment (in arrears) and must include, at a minimum, invoice date, FEIN number, complete address of vendor, purchase order (not solicitation) number.

Invoices shall be mailed to the following address:

General Services Division
103 Michigan Avenue
Building 18
Charleston, WV 25311

or emailed to GSDInvoices@wv.gov

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

REQUEST FOR QUOTATION

Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck

the Contract Items within 200 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.

6.2.1. 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 those 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 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.

REQUEST FOR QUOTATION
Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck

- 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
Standard Cab Hydraulic Telescopic Articulating Aerial Bucket Truck
CRFQ GSD2300000015

EXHIBIT A - Pricing Page

Name of Bidder:

West Virginia Tractor Company

Hydraulic Telescopic Articulating Aerial Bucket Truck (wvOASIS Commodity Line 1)

ALTEC AT40G \$187,200.00 (A)

Power Inverter Package – Alternate #1 (wvOASIS Commodity Line 2)

\$ 7,920.00 (B)

Total Bid Amount (A+B) \$195,120.00



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
Vehicles

Proc Folder: 1081537

Doc Description: Hydraulic Telescopic Articulating Aerial Bucket Truck

Reason for Modification:

Addendum No. 1

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|---------------------|-------------------------|---------|
| 2022-09-02 | 2022-09-12 13:30 | CRFQ 0211 GSD2300000015 | 2 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

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

SOLICITATION NUMBER: CRFQ 0211 GSD2300000015

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To provide responses to vendor technical questions, Per Attachment A

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

CRFQ GSD2300000015
Hydraulic Telescopic Articulating Aerial Bucket Truck

Q 1. Is a maximum working height of 42' 6" acceptable?

A 1. Yes.

Q 2. Is delivery in 2026 acceptable?

A 2. No. Vendor shall deliver and assemble the Contract Items within 200 working days after receiving a purchase order.



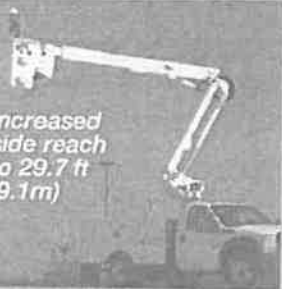
www.altec.com

AT40-G Telescopic/Articulating Aerial Device

- Working height up to 45.6 ft (13.9 m)
- Side reach up to 29.7 ft (9.1 m)
- Low power fiber optic control system
- Altec ISO-Grip_® System
- Platform capacity 400 lb (181.4 kg)
- Platform offers easy access from cargo bay or ground
- Easily mounted on 17,500 lb (7938 kg) GVWR Chassis



Increased
side reach
to 29.7 ft
(9.1m)



Increased working
height to 45.6 ft
(13.9 m)



ISO-Boom option for added
dielectric integrity



Fiber optic
control
system
with
fewer
hoses
and valves



New Equipment Sales

210 Inverness Center Drive • Birmingham, AL 35242
800.958.2555 Fax 205.449.4774

For more information email us at sales@altec.com

Altec AT40-G

standard features

- Telescopic/Articulating Aerial Device
- Compensated Articulating Arm
- Hydraulic Boom Extension
- Low Power Fiber Optic Control System
- Altec ISO-Grip® System
- Fully Metered 4-Function Single Handle Upper Control
- Platform access from the ground
- End-Mounted Platform 24 x 30 x 42 in (610 x 762 x 1067 mm)
- Platform Capacity 400 lb (181.4 kg)
- Composite Platform Mounting Bracket
- 180 Degree Platform Rotator
- Hydraulic Platform Leveling
- Continuous Rotation
- Emergency Lowering Valve at Platform
- Platform Leveling at Upper/Lower Controls
- Insulating, ANSI Category C, 46 KV and Below
- Tool Circuit at Platform
- Open Center Hydraulic System
- Outrigger Boom Interlock System (With Outrigger Option)
- Outrigger Motion Alarm (With Outrigger Option)
- Backup Alarm

recommended features

- Platform Liner
- Fall Protection System
- Wheel Chocks
- With Outrigger Option: Outrigger Pads



210 Inverness Center Drive • Birmingham, AL 35242
Fax 205.449.4774 • sales@altec.com

New Equipment Sales • 1.800.958.2555

- Outriggers, vertical
- ISO-Boom offering Category C isolation with boom retracted
- Hybrid adaptation available with standard electronic systems
- Secondary stowage system
- Engine start/stop
- Platform cover
- Tool circuit at tailshelf
- Platform 24 x 24 x 42 in (610 x 610 x 1067 mm)

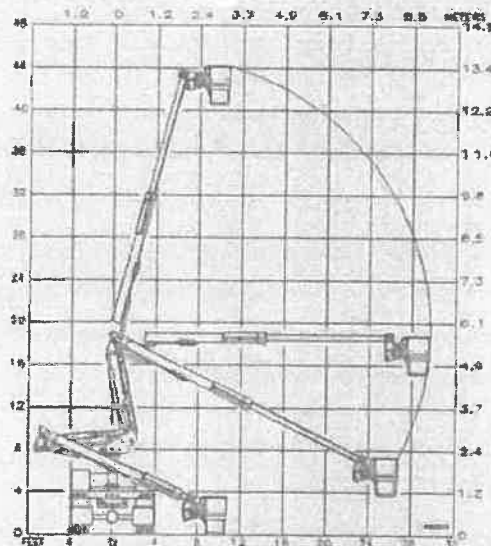
general specifications

| | |
|--|---|
| Ground to bottom of platform End-mounted Platform* (Stretch from centerline) | 40.6 ft (12.4 m) 10.9 ft (3.3 m) |
| Working Height* | 45.5 ft (13.9 m) |
| Maximum reach from centerline of rotation to tip of platform (at maximum height) | 29.7 ft (9.1 m) 15.2 ft (4.6 m) |
| Stowed Travel Height | 10.3 ft (3.1 m) |
| Upper Boom Articulation Articulating Arm Articulation | -25 deg. to + 75 deg. -5 deg. to + 79 deg. |
| Weight of Unit** | 2,543 lbs (1,153 kg) |

* Based on chassis frame of 40 in (1016 mm).

** Weight does not include mounting frame & outriggers.

reach diagram



Altec Industries reserves the right to improve products and the right to change, amend or delete specifications at any time, without notice or obligation.



September 7, 2022
Our 93rd Year

Ship To:

GLOBAL RENTAL CO INC
33 INVERNESS CENTER PKWY STE 250
(DO NOT MAIL INVOICES)
BIRMINGHAM, AL 35242
US

Bill To:

GLOBAL RENTAL CO INC
33 INVERNESS CENTER PKWY STE 250
(DO NOT MAIL INVOICES)
BIRMINGHAM, AL 35242
United States

Attn:
Phone: 816-676-4098
Email:

Altec Quotation Number: 917870 - 2
Account Manager: Jared E. Braswell
Technical Sales Rep: Leslie J Handley

| <u>Item</u> | <u>Description</u> | <u>Qty</u> |
|-------------|---|------------|
| | <u>Unit</u> | |
| 1. | AT40G Unit Model | 1 |
| 2. | ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom. | 1 |
| | A. ISO Boom: the inner telescopic fiberglass boom maintains full dielectric integrity even with the fiberglass inner boom fully retracted. | |
| | B. Hydraulic platform leveling system. | |
| | C. Hydraulic tool circuit at the platform. | |
| | D. Emergency lowering valve at the platform. | |
| | E. Single handle control at the platform with a safety interlock system. | |
| | F. Two (2) operators and maintenance/parts manuals. | |
| | G. Working height: 45.6 feet | |
| | H. Side reach: 29.7 feet | |
| | I. Low-power fiber-optic control system (FOC-L). | |
| | J. Continuous rotation | |
| 3. | Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge) | 1 |
| 4. | Post style pedestal mounting | 1 |
| 5. | Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G) | 1 |
| 6. | Platform Leveling At Lower Controls. AT40-G | 1 |
| 7. | Two (2) Platform Steps | 1 |

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| <u>Item</u> | <u>Description</u> | <u>Qty</u> |
|-------------|---|------------|
| 8. | Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform | 1 |
| 9. | Platform liner for a 24 x 30 x 42 inch platform | 1 |
| 10. | 4-Function Single Handle Fiber-Optic Controller. | 1 |
| 11. | Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground | 1 |
| 12. | Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system with Secondary Stowage System (AT40G) | 1 |
| 13. | Powder coat unit Altec White. | 1 |

Unit & Hydraulic Acc.

| | | |
|-----|--|---|
| 14. | HVI-22 Hydraulic Oil (Standard). | 9 |
| 15. | Standard Pump For PTO | 1 |
| 16. | Hot shift PTO for automatic transmission | 1 |

Body

| | | |
|-----|--|---|
| 17. | 108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications: | 1 |
| A. | Basic body fabricated from A40 grade 100% zinc alloy coated steel | |
| B. | All doors are full, double paneled, self-sealed with built-in drainage. | |
| C. | Stainless steel hinge rods extend full length of door. | |
| D. | Door hinges are zinc alloy material attached with rivets | |
| E. | All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers. | |
| F. | Heavy-gauge welded steel frame construction with smooth galvaneal floor. | |
| G. | Possible contact edges are folded for safety. | |
| H. | Door header drip rail at top for maximum weather protection. | |
| I. | Neoprene or rolled fenders on wheel fender panels. | |
| J. | Steel treated for improved primer bond and rust resistance. | |
| K. | Automotive underseal applied to body. | |
| L. | Automotive type non-porous door seals fastened to the door facing. | |
| M. | 108 Inch Body Length | |
| N. | 40 Inch Body Height (Standard) | |
| O. | 94 Inch Body Width (Standard) | |
| P. | 20 Inch Body Compartment Depth (Standard) | |
| Q. | 8 Inch Body crossmembers (Standard) | |

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| <u>Item</u> | <u>Description</u> | <u>Qty</u> |
|-------------|--|------------|
| R. | No Treadplate On Compartment Tops | |
| S. | 6 Inch tall wooden tailboard installed at the rear of body cargo area | |
| T. | Stainless Steel Rotary Paddle Latch With Lock (Standard) | |
| U. | Master Body Locking System (Standard) | |
| V. | One (1) wheel chock holder installed in fender panel on each side of body. | |
| W. | Gas Shock Type Rigid Door Holders For Vertical Doors (Standard) | |
| X. | Chains On Horizontal Doors | |
| Y. | Hotstick shelf extending full length of body on Curbside. | |
| Z. | Drop-Down Hot Stick Door For One (1) Shelf (Right Side) | |
| AA. | Two (2) Hot Stick Brackets | |
| AB. | 1st Vertical Streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers | |
| AC. | 1st Horizontal Streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers | |
| AD. | Rear Vertical Streetside (LH) - Six (6) Adjustable Locking Swivel Hooks | |
| AE. | 1st Vertical Curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall | |
| AF. | 1st Horizontal Curbside (RH) - Vacant | |
| AG. | Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers | |
| AH. | One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments | |
| AI. | 38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle. | |

Body and Chassis Accessories

| | | |
|-----|--|---|
| 18. | ICC Underide Protection | 1 |
| 19. | Combination 2 Inch Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW) | 1 |
| 20. | Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount. | 1 |
| 21. | Front Torsion Bar Installed On Chassis | 1 |
| 22. | Rear Torsion Bar Installed On Chassis | 1 |
| 23. | Appropriate counterweight added for stability. | 1 |
| 24. | Platform Rest, Rigid with Rubber Tube | 1 |
| 25. | Platform to be side stowed | 1 |
| 26. | Boom Rest for a Telescopic Unit | 1 |
| 27. | Mud Flaps With Altec Logo (Pair) | 1 |
| 28. | Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle | 1 |

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| <u>Item</u> | <u>Description</u> | <u>Qty</u> |
|-------------|--|------------|
| | (Pair) | |
| 29. | Slope Indicator Assembly For Machine Without Outriggers | 1 |
| 30. | Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards Installed in Cab | 1 |
| 31. | 5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only) | 1 |
| 32. | Triangular Reflector Kit, Shipped Loose | 1 |
| 33. | Vinyl Manual Pouch Installed in Cab | 1 |
| 34. | Rock Guards, Lexan, Installed Each Front Corner Of Body | 1 |

Electrical Accessories

| | | |
|-----|---|---|
| 35. | Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights) | 1 |
| 36. | Altec Standard Amber LED Strobe Light With Brush Guard Post Mounted On Streetside Front Compartment Top | 1 |
| 37. | Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system | 1 |
| 38. | 6-Way Trailer Receptacle (Pin Type) Installed At Rear | 1 |
| 39. | Ford Upfitter Switches (Supplied with Chassis) | 1 |
| 40. | Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual) | 1 |
| 41. | Install secondary stowage system. | 1 |
| 42. | PTO Indicator Light Installed In Cab | 1 |

Finishing Details

| | | |
|-----|--|---|
| 43. | Powder Coat Unit Altec White | 1 |
| 44. | Finish Paint Body Accessories Above Body Floor Altec White | 1 |
| 45. | Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, | 1 |

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| <u>Item</u> | <u>Description</u> | <u>Qty</u> |
|-------------|---|------------|
| | receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders. | |
| 46. | Apply Non-Skid Coating to all walking surfaces | 1 |
| 47. | Apply Non-Skid Coating to Curbside Compartment Top for use as a Non-Walking Surface | 1 |
| 48. | Apply Non-Skid Coating to Streetside Compartment Top for use as a Non-Walking Surface | 1 |
| 49. | English Safety And Instructional Decals | 1 |
| 50. | Vehicle Height Placard - Installed In Cab | 1 |
| 51. | Placard, HVI-22 Hydraulic Oil | 1 |
| 52. | Dielectric test unit according to ANSI requirements. | 1 |
| 53. | Stability test unit according to ANSI requirements. | 1 |
| 54. | DOT Certification Required. Install sticker on back window behind driver and place form in manual. | 1 |
| | 33 Inverness Center Parkway Birmingham AL 35242 | |
| | A. 33 Inverness Center Parkway, Birmingham, AL 35242 | |
| 55. | Focus Factory Build | 1 |
| 56. | Globalized Per Global Rental's Specification To Include Following: | 1 |
| | A. Global Key Rings Installed on Keys | |
| | B. Global Decal Kit | |
| | C. Full Discrete Job Numbers Located on Front Streetside and Curbside Rear of Vehicle | |
| | D. Fuse Kit in the Manual Pouch | |
| | E. Completed Service Sticker Located Next to the DOT Sticker | |
| | F. Weight Slip | |
| | G. Signed/Dated Dielectric and Stability Test | |
| | H. Completed Unit Condition Reports | |
| | I. Four (4) Pictures Showing the Front, Rear, Curbside and Streetside of the Full Truck | |
| | J. Temp Tag | |
| 57. | Inbound Freight | 1 |

| <u>Item</u> | <u>Description</u> | <u>Qty</u> |
|-------------|--|------------|
| | <u>Chassis</u> | |
| 58. | Altec Supplied Chassis | 1 |
| 59. | 2022 Model Year | 1 |
| 60. | Ford F550 | 1 |
| 61. | 4x2 | 1 |
| 62. | Chassis Cab | 1 |
| 63. | Regular Cab | 1 |
| 64. | Chassis Color - White | 1 |
| 65. | Block Heater | 1 |
| 66. | Snow Plow Package | 1 |
| 67. | Cruise Control | 1 |
| 68. | 60 Clear CA (Round To Next Whole Number) | 1 |
| 69. | Chassis Wheelbase Length - 145 | 1 |
| 70. | GVWR 18,000 LBS | 1 |
| 71. | 7,000 LBS Front GAWR | 1 |
| 72. | 13,660 LBS Rear GAWR | 1 |
| 73. | Ford 6.7L Power Stroke Diesel | 1 |
| 74. | Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision) | 1 |
| 75. | Ford 40 Gallon Fuel Tank (Rear) | 1 |
| 76. | Ford 7.2 Gallon DEF Tank (Mid Mount) | 1 |
| 77. | Ford E/F250-550 Single Horizontal Right Side Exhaust | 1 |
| 78. | 50-State Emissions | 1 |
| 79. | Clean Idle Certification | 1 |

| <u>Item</u> | <u>Description</u> | <u>Qty</u> |
|-------------|---|------------|
| 80. | No Idle Engine Shut-Down Required | 1 |
| 81. | Hydraulic Brakes | 1 |
| 82. | Park Brake In Rear Wheels | 1 |
| 83. | 63C - Aft Axle Frame Extension | 1 |
| 84. | 98R - Operator Commanded Regeneration (OCR) | 1 |

Additional Pricing

| | | |
|-----|---|---|
| 85. | Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty | 1 |
|-----|---|---|

Miscellaneous

| | | |
|-----|--------------------------|---|
| 86. | Global Spec Modification | 1 |
|-----|--------------------------|---|

Altec Industries, Inc.

BY

Leslie J Handley

Notes:

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ GSD2200000042

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)

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

West Virginia Tractor Company

Company

Authorized Signature

9-12-2022

Date

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