



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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 4

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 754152

Procurement Type: Central Purchase Order

Vendor ID: 000000229372

Legal Name: UNITED RENTALS NORTH AMERICA INC

Alias/DBA:

Total Bid: \$62,059.00

Response Date: 07/27/2020

Response Time: 13:18

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2100000009

Published Date: 7/15/20

Close Date: 7/27/20

Close Time: 13:30

Status: Closed

Solicitation Description: Articulated Boom w ith Jib for MCA-North (20MCA-548)

Total of Header Attachments: 4

Total of All Attachments: 4



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 754152

Solicitation Description : Articulated Boom with Jib for MCA-North (20MCA-548)

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-07-27 13:30:00	SR 0603 ESR07272000000000417	1

VENDOR
000000229372 UNITED RENTALS NORTH AMERICA INC

Solicitation Number: CRFQ 0603 ADJ2100000009

Total Bid : \$62,059.00 **Response Date:** 2020-07-27 **Response Time:** 13:18:29

Comments: Per manufacturer they are on a 6 week delivery time.

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 (304) 558-7839
 john.w.estep@wv.gov

Signature on File	FEIN #	DATE
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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	Articulated Boom with Jib	1.00000	LS	\$62,059.000000	\$62,059.00

Comm Code	Manufacturer	Specification	Model #
22101801			

Extended Description : Please see Exhibit "A" pricing page- Genie Z45-ZC Articulated Boom with Job or Equal

Exhibit A Pricing Page

Articulated Boom for MCA North - CRFQ ADJ2100000009

Item	Item Description	Manufacturer for "or equal bids"	Manufacturer's Item Number for "or equal bids"	Quantity	Unit Price	Extended Price
3.1.1	Genie® Z®-45 ZC™ Articulated Boom with Jib	Genie	5 XC Articulated boomlift wit	1	\$ 62,059.00	\$ 62,059.00
					Total Cost	\$ 62,059.00

Bidder / Vendor Information:

Name: United Rentals
Address: 1978 meadowbrook rd
Bridgeport, Wv 26330
Phone: 304-848-3910
Fax:
E-mail Address:
abolon@ur.com
Authorized Signature:
Aaron Bolen

Date: 07/24/20

REQUEST FOR QUOTATION
Genie® Z®-45 XC™ Articulated Boom Lift with Jib

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Adjutant General's Office to establish a contract for the one-time purchase of a Genie® Z®-45 XC™ RT Diesel Powered Articulated Boom for Mountaineer Challenge Academy – North.
- 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 tractors 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.
 - 2.4 “Jib”** is a term used to describe an arm on an articulating boom lift.
- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Genie® Z®-45 XC™ RT Diesel Powered Articulated Boom Lift with Jib (or equal)**
 - 3.1.1.1** Must provide a platform capacity 660/1000 pound (or equal).
 - 3.1.1.2** Must have maximum platform height of at least 45 feet (or equal).
 - 3.1.1.3** Must have horizontal reach of at least 24 feet 9 inches (or equal).
 - 3.1.1.4** Must have up and over clearance of at least 24 feet 5 inches (or equal).

REQUEST FOR QUOTATION
Genie® Z®-45 XC™ Articulated Boom Lift with Jib

3.1.1.5 Must have width of at least 7 feet 6 inches (or equal).

3.1.1.6 Stowed height should be 7 foot 4 inches and stowed length should be 21 feet 10 inches (or equal).

3.1.1.7 Must be Four-wheel positive traction drive and full time oscillating axle (or equal).

3.1.1.8 Engine must be 49hp (36.5 kW) Deutz Tier 4 Diesel (or equal).

3.1.1.9 Fall arrest Bar must be at least 6 foot (or equal).

3.1.1.10 Must include Lockable platform and ground control box covers.

3.1.1.11 Must include a Lift Guard with half mesh panels (or equal).

3.1.1.12 Must include rough terrain, non-marking foam-filled tires (water based) (or equal).

3.1.1.13 Must come with a manufacturer warranty of at least one year.

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 entering a unit cost and extended cost for each line on Exhibit A. A total bid should be entered at the bottom of the extended cost column. Total pricing should be entered electronically in wvOasis on commodity line 1 or entered in the Total Bid Amount Line on the Exhibit A if the pricing page if the bid is being hand delivered. 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.

REQUEST FOR QUOTATION
Genie® Z®-45 XC™ Articulated Boom Lift with Jib

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.

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 or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Adjutant General's Office, Mountaineer Challenge Academy North, 1001 Army Road, Kingwood, WV 26537.

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

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

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. Destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the 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.

REQUEST FOR QUOTATION
Genie® Z®-45 XC™ Articulated Boom Lift with Jib

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.

- 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.

LIMITED PRODUCT WARRANTY The Americas and Caribbean

Terex South Dakota, Inc., Terex USA, LLC, Terex Global GmbH, Terex Operations Italy, and Terex (Changzhou) Machinery Co. Ltd. ("Seller"), as to the equipment manufactured by each respective company, warrants the new equipment it manufactures or sells worldwide to be free, under normal use and service, of any defects in manufacture or materials for the following time periods, commencing on the date on which such equipment is invoiced to the original buyer ("Buyer") or, if Buyer is a distributor and resells such equipment to a third party, no later than six months after the original invoice date:

WITH RESPECT TO STRUCTURAL ELEMENTS: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 5 years; Towed and All Other Products: 1 year;

WITH RESPECT TO ELECTRICAL COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 1 year; Towed and All Other Products: 1 year;

WITH RESPECT TO HYDRAULIC COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 3 years; Towed and All Other Products: 1 year;

provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) the product registration for the new equipment has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the Buyer, FCA Seller's parts facility (Incoterms 2010). Freight charges are not covered. If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All return freight charges are the responsibility of the Buyer. All components and parts replaced under this warranty become the property of Seller.

This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts and attachments are used in, or attached to, the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller or one of Seller's affiliates, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated periods, and "stopping and restarting" such periods is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage, Acts of God, or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the equipment and review maintenance procedures to determine if the failure is covered under this warranty.

Telematics. If a telematics system is included with the equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices including, without limitation, any applicable data protection laws. In the event Buyer transfers ownership of the equipment, Buyer agrees to follow the transfer of ownership registration requirements specified at the telematics website. Buyer's subscription to any telematics services ("Telematics Services") shall be for the period, the approved region and at the rate selected by Buyer when subscribing. In the event of early cancellation of a subscription,

Buyer agrees that Seller shall be entitled to retain as liquidated damages, and not as a penalty, any fees paid in advance, which the parties agree reasonably approximate Seller's actual damages. If Buyer moves the equipment outside the approved region, Seller may at its option charge Buyer additional fees or deactivate the Telematics Services. Buyer acknowledges that the Telematics Services are subject to limitations that are imposed by or affect the Teleservice Providers such as area coverage, network capacity, reception, interference with communication signals and other problems which may impede or prevent provision of Telematics Services. These may also include hills, tall buildings, tunnels, weather, systems design, damage to or destruction of telematics systems, accidents or congestion. Seller is not responsible for any of the foregoing conditions. Under no circumstances shall Seller be liable for the failure of a Teleservice Provider to perform. In addition, Seller shall not be liable for delays or failures in performance or service interruptions due to circumstances beyond its control. Buyer understands that Seller and its Teleservice Providers cannot guaranty the security of wireless transmissions, and will not be liable for any lack of or breach of security in such wireless transmissions while providing Telematics Services. **SELLER'S MAXIMUM LIABILITY RELATED TO THE TELEMATICS SERVICES UNDER ANY THEORY (INCLUDING TORT, BREACH OF CONTRACT OR PRODUCT LIABILITY) IS LIMITED TO THE AGGREGATE FEES TO BE PAID UNDER THE SUBSCRIPTION AGREEMENT FOR THE CALENDAR YEAR IN WHICH THE INCIDENT CAUSING DAMAGE OCCURS.**

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, engines, batteries, tires, customer-supplied products, transmissions, generators/gensets, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, o-rings, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.
10. Travel, and related expenses, to a geographic area where Seller has no established service presence, or freight charges related to Buyer's shipment of equipment to an approved location for repair.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER SIMILAR DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF ANY REPRESENTATION OR ANY TERMS OF THIS WARRANTY, OR BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE OF ANY EQUIPMENT, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OF WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF OPPORTUNITY, PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS OR REGULATIONS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED. ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.



LIMITED PRODUCT WARRANTY Outside The Americas and Caribbean

Terex South Dakota, Inc., Terex USA, LLC, Terex Global GmbH, Terex Operations Italy, and Terex (Changzhou) Machinery Co. Ltd. ("Seller"), as to the equipment manufactured by each respective company, warrants the new equipment it manufactures or sells worldwide to be free, under normal use and service, of any defects in manufacture or materials for the following time periods, commencing on the date on which such equipment is invoiced to the original buyer ("Buyer") or, if Buyer is a distributor and resells such equipment to a third party, no later than six months after the original invoice date:

WITH RESPECT TO STRUCTURAL ELEMENTS: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 5 years; Towed and All Other Products: 1 year;

WITH RESPECT TO ELECTRICAL COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 2 years; Towed and All Other Products: 1 year;

WITH RESPECT TO HYDRAULIC COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 2 years; Towed and All Other Products: 1 year;

provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) the product registration for the new equipment has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the Buyer, FCA Seller's parts facility (Incoterms 2010). Freight charges are not covered. If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All return freight charges are the responsibility of the Buyer. All components and parts replaced under this warranty become the property of Seller.

This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts and attachments, are used in, or attached to, the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller or one of Seller's affiliates, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated periods, and "stopping and restarting" such periods is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage, Acts of God, or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the equipment and review maintenance procedures to determine if the failure is covered under this warranty.

Telematics. If a telematics system is included with the equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices including, without limitation, any applicable data protection laws. In the event Buyer transfers ownership of the equipment, Buyer agrees to follow the transfer of ownership registration requirements specified at the telematics website. Buyer's subscription to any telematics services ("Telematics Services") shall be for the period, the approved region and at the rate selected by Buyer when subscribing. In the event of early cancellation of a subscription, Buyer agrees that it shall not be entitled to a refund of any fees paid in advance.

If Buyer moves the equipment outside the approved region, Seller may at its option charge Buyer additional fees or deactivate the Telematics Services. Buyer acknowledges that the Telematics Services are subject to limitations that are imposed by or affect the Teleservice Providers such as area coverage, network capacity, reception, interference with communication signals and other problems which may impede or prevent provision of Telematics Services. These may also include hills, tall buildings, tunnels, weather, systems design, damage to or destruction of telematics systems, accidents or congestion. Seller is not responsible for any of the foregoing conditions. Under no circumstances shall Seller be liable for the failure of a Teleservice Provider to perform. In addition, Seller shall not be liable for delays or failures in performance or service interruptions due to circumstances beyond its control. Buyer understands that Seller and its Teleservice Providers cannot guaranty the security of wireless transmissions, and will not be liable for any lack of or breach of security in such wireless transmissions while providing Telematics Services. **SELLER'S MAXIMUM LIABILITY RELATED TO THE TELEMATICS SERVICES UNDER ANY THEORY (INCLUDING TORT, BREACH OF CONTRACT OR PRODUCT LIABILITY) IS LIMITED TO THE AGGREGATE FEES TO BE PAID UNDER THE SUBSCRIPTION AGREEMENT FOR THE CALENDAR YEAR IN WHICH THE INCIDENT CAUSING DAMAGE OCCURS.**

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, engines, batteries, tires, customer-supplied products, transmissions, generators/gensets, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, o-rings, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labour or other costs related to, work performed by personnel not authorized by Seller to service the equipment.
10. Travel, and related expenses, to a geographic area where Seller has no established service presence, or freight charges related to Buyer's shipment of equipment to an approved location for repair.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER SIMILAR DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF ANY REPRESENTATION OR ANY TERMS OF THIS WARRANTY, OR BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE OF ANY EQUIPMENT, LOST PROFITS OR REVENUES, LABOUR OR EMPLOYMENT COSTS, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OF WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF OPPORTUNITY, PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS OR REGULATIONS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED. ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: United Rentals (North America), Inc.

Authorized Signature: *Mark Morrison* Date: 7-27-2020

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 27 day of July, 2020.

My Commission expires Sept. 20-2021, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

Michael E. Baher