



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 @ 1

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1722300

Procurement Type: Central Purchase Order

Vendor ID: \VS0000020242

Legal Name: OCTANE FORKLIFTS INC

Alias/DBA:

Total Bid: \$68,280.00

Response Date: 06/27/2025

Response Time: 13:08

Responded By User ID: Octanemb

First Name: Jeff

Last Name: Blasdel

Email: Jeff@octaneforklifts.com

Phone: 7204603355

SO Doc Code: CRFQ

SO Dept: 0708

SO Doc ID: ABC2500000009

Published Date: 6/19/25

Close Date: 7/9/25

Close Time: 13:30

Status: Closed

Solicitation Description: Two (2) Hyster Fork Trucks or Equal Brand, Propane Only

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 1722300
Solicitation Description: Two (2) Hyster Fork Trucks or Equal Brand, Propane Only
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-07-09 13:30	SR 0708 ESR06272500000007822	1

VENDOR
VS0000020242
OCTANE FORKLIFTS INC

Solicitation Number: CRFQ 0708 ABC2500000009
Total Bid: 68280
Response Date: 2025-06-27
Response Time: 13:08:44
Comments:

FOR INFORMATION CONTACT THE BUYER
Joseph (Josh) E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Two (2) Hyster Fork Trucks or Equal Brand, Propane Only	2.00000	EA	34140.000000	68280.00

Comm Code	Manufacturer	Specification	Model #
24101603			

Commodity Line Comments: Please see attached completed bid packet.

Extended Description:

Two (2) Hyster Fork Trucks or Equal Brand, Propane Only



4905 Lima Street, Denver CO 80239
www.OctaneForklifts.com
Office: 1 (844) 628 - 2637
Fax: (303) 997 - 6826

9 July 2025

STATE OF WEST VIRGINIA
ATTN: BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON, WV 25305

TWO (2) HYSTER FORK TRUCKS OR EQUAL BRAND, PROPANE ONLY

SOLICITATION: CRFQ 0708 ABC2500000009

For the purposes of the aforementioned reference, OCTANE Forklifts, Inc. is proud to propose the following equipment to satisfy all outlined specifications, criteria, and standards as listed within the reference.



PROPOSED UNIT SALIENT CHARACTERISTICS



2025 OCTANE FL25

MODEL 50 – 5,511 lbs. Capacity @ 24in Load Center – Sit Down Counterbalanced Forklift
Kubota WG2503-L (or equivalent) – **Tier 4 Final– EPA/CARB Compliant – LPG**
S480 Mast – 84.9"/189.1" LOWERED/RAISED (3-Stage) – Tilt Front 6 Degrees / Back 6 Degrees
Cushion Tires, Side-Shift, 3 Hydraulic Levers and Valves with Internal Hoses, Rear Grab Handle w/ Horn,
Neutral Engine Start, Hydraulic Brakes, Hydrostatic Power Steering, Anti-Slip Steps,
Steering Wheel with Spinner Knob, Rubber Floormats, Inching Pedal, Horn, Adjustable Steering Column,
Swing-Out LP Bracket, Dual Rear-View Mirrors, Ergonomic Cowl Mounted Levers, Assist Grip,
Adjustable Vinyl Seat with Seatbelt, LCD Multi-Function Display, Audible Back-up Alarm,
2 OHG Mounted Headlights, LED Amber Strobe, Rear Combination Lights, Fire Extinguisher (Mounted)
Standard Load Back Rest, 42" Forks,

Complete Set of Manuals Upon Delivery | Onsite Training Included |

12 month/ 2,000 hour Manufacturer Warranty | 36 month/ 6,000 hour Powertrain Warranty

Shipping Included FOB – 120-160 Days ARO

Jeff Blasdel | President

Jeff@OctaneForklifts.com

OCTANE Forklifts, Inc.

4905 Lima Street

Denver, CO 80239, U.S.A.

DUNS (011723445) – UIE (WBCPLUVBSPL9) – CAGE (88NS0) – FEIN (26-1129432) – SBE

OCTANE FORKLIFTS

FL25

SIT DOWN CUSHION

GENERAL

Model		FL25
Type		Sit-Down Cushion
Mast Type		Base Mast
Load Capacity	lbs	5511
Load Center	in	24

DIMENSIONS

Overall Length without Forks	in	92.9
Overall Width	in	43.7
Overhead Guard Height	in	81.9
Wheelbase	in	55.1
Overhang Front/Rear	in	17.5 / 20.1
Tire Type		Cushion
Tire Size Front/Rear		21x7x15 / 16.25x6x11.25
Minimal Ground Clearance	in	3.3
Minimal Turning Radius	in	83.1
Minimal Intersecting Aisle Width	in	93.7
Service Weight	lbs	8807

MAST SPECIFICATIONS

Lowered Mast Height	in	80.9
Raised Mast Height	in	118.1
Load Backrest Width/Height	in	44.9 x 40.9
Extended Mast Height with Backrest	in	159.0
Free Lift	in	44.5
Fork Size (Length x Width x Thickness)	in	42.1 x 4.7 x 1.6
Mast Tilt Front/Rear	deg	6 / 6
Max Lifting Speed (Empty)	in/s	22.4
Max Lifting Speed (Full)	in/s	16.1
Max Lowering Speed (Empty)	in/s	14.6
Max Lowering Speed (Full)	in/s	22.8
Tilt Forward Speed	in/s	7.7

ENGINE SPECIFICATIONS

Manufacturer		Kubota
Model		WG2503-L
Rated Output / R.P.M.	hp	58.3/2600
Rated Torque / R.P.M.	tq	162/1350
Number of Cylinders		4
Fuel Tank Capacity	G	33
Battery Voltage/Capacity	V/Ah	12V / 80Ah
Transmission FWD/RVS		1 / 1
Service Brake		Hydraulic



OCTANE FORKLIFTS

TYPE	MODEL	LOWERED HEIGHT	RAISED HEIGHT	FL20 (LBS)	FL25 (LBS)	MAST EXT W/LBR	FREE LIFT	TILT F/R
DUPLEX	M200	61.2	78.8	3989	4985	116.6		6/12
	M250	71.1	98.5	3989	4985	136.3		6/12
	M300	80.9	118.2	3989	4985	156.0		6/12
	M330	86.8	130.0	3989	4985	167.8		6/12
	M350	90.8	137.9	3989	4985	175.7		6/12
	M370	94.7	145.7	3989	4985	183.6		6/12
	M400	102.6	157.6	3989	4985	195.4		6/12
	M450	112.4	177.3	3598*3796	4297*4797	215.1		6/6
	M500	122.3	197.0	3197*3397	3397*4396	234.8		6/6
	M550	134.1	216.7	2298*3197	3098*3898	254.5		3/6
	M600	144.0	236.4	1898*2599	2000*3598	274.2		3/6
DUPLEX FFL	Z200	61.2	78.8	3989	4985	121.1	20.0	6/12
	Z250	71.1	98.5	3989	4985	140.8	29.9	6/12
	Z300	80.9	118.2	3989	4985	160.5	39.7	6/12
	Z330	86.8	130.0	3989	4985	172.3	45.7	6/12
	Z350	90.8	137.9	3989	4985	180.2	49.6	6/12
	Z370	94.7	145.7	3989	4985	188.1	53.5	6/12
	Z400	102.6	157.6	3989	4985	199.9	61.4	6/12
TRIPLEX	S370	70.5	145.7	3989	4985	187.9	29.3	6/6
	S400	74.4	157.6	3788	4787	199.7	33.2	6/6
	S435	79.0	171.3	3697*3796	4396*4797	213.5	37.8	6/6
	S450	80.9	177.3	3497*3598	4296*4597	219.4	39.7	6/6
	S480	84.9	189.1	3397*3598	3898*4597	231.2	43.7	6/6
	S500	87.6	197.0	3098*3497	3497*4497	239.1	46.4	6/6
	S550	96.1	216.7	2798*3397	2298*4297	258.8	55.1	3/6
	S600	102.6	236.4	1799*3197	2000*3598	278.5	61.8	3/6

FL20
LPG/GASOLINE

FL25
LPG/GASOLINE



All specifications are in imperial units of measurement - Specifications show De-Rating based on Mast Selection

* Represents De-Rating with Front Dual Drive tires - if with Side-Shift, rated capacity shall be 220.5lbs less

2025 OCTANE FORKLIFTS COLOR OPTIONS



FACTORY STANDARD OCTANE ORANGE

OCTANE YELLOW



OCTANE RED



OCTANE BLUE



OCTANE WHITE



OCTANE GREEN



OCTANE GREY



OCTANE BLACK



OCTANE OLIVE



MANUFACTURER COLOR OPTIONS AVAILABLE ACROSS ALL PLATFORMS
DEFAULT COLOR IS FACTORY OCTANE ORANGE
OPTIONAL COLOR SELECTION MUST BE REQUESTED AT TIME OF PURCHASE
FOR ADDITIONAL COLORS, PLEASE SPEAK WITH YOUR POINT OF CONTACT



OCTANE Forklifts, Inc.
4905 Lima Street
Denver, Colorado 80239

Client Confidentiality Compliance Letter

January 1, 2025

To: Valued Customer

Re: Client Confidentiality Compliance Letter

Thank you for your interest in the OCTANE Forklifts, Inc. line. For the sake of respecting the privacy of our clients, we do not release customer information.

Due to the nature of OCTANE Forklifts, Inc.'s business and with whom we do business (DOD, DHS, Federal, State and Municipal powers) we do not and legally can not release any information with regard to our customer's identities. This includes information (up to and including) contract amounts, locations, representatives contact information and the subsequent fulfillment of said contracts. Client confidentiality is our utmost concern and legally can not be compromised.

As an approved Federal, State, County, Local, and Municipal entity vendor, OCTANE Forklifts Inc. frequently engage in contracts that contain confidentiality verbiage. This Verbiage binds us to non-disclosure of (but not limited to) agency name, destination location, purpose of purchase, nature of equipment deployment, intended use, buyer's name and contact information, value of contract and details about quantities or specifications of items being purchased.

We have done business with supplying our product and product lines to countless government agencies: Federal, State, and Municipal agencies.

Thank you for your understanding, your support, and thank you for choosing OCTANE Forklifts, Inc.!

To respect our Client Confidentiality we can only differ you to a public website that has Federal information for past performance. www.FPDS.gov



OCTANE Forklifts, Inc.
4905 Lima Street
Denver, Colorado 80239

OCTANE FORKLIFTS, INC. MANUFACTURER WARRANTY POLICY

This written document sets forth completely the entirety of all provisions, applications, conditions, implementations, results, and consequences of every aspect of the Express Warranty, Limitations of Warranty, Disclaimers of Warranty, Invalidity of Warranty, Exclusions of Warranty, and Extensions of Warranty ("Warranties") that OCTANE Forklifts (as "Seller") offers to those who/which purchase, from OCTANE Forklifts ("Buyer(s)"), any and all forklift machines; any and all equipment and devices that separately or in the aggregate perform or accommodate forklift operations or functions; and any and all parts and components of, for, or associated with forklift machines sold by OCTANE Forklifts ("Forklift(s)").

This written document wholly merges and fully integrates any and all other communications, expressions, implications, or representations of any kind (verbal, written, conduct-established, etc.) that could in any way relate to OCTANE Forklifts' Warranties. Any and all representations of any kind that are in any way inconsistent with Octane Forklift's written Warranties, as set forth in this written document, are null, void, and unenforceable; and such inconsistent representations shall not constitute, qualify, or in any way affect the written Warranties that OCTANE Forklifts provides to Buyers who purchase Forklifts.

Master Disclosure of the Exclusive Expressions, Limitations, and Disclaimers of the written Warranties:

OCTANE Forklifts' written Warranties, as set forth in this written document, are Warranties that OCTANE Forklifts provides in lieu of and in complete and final replacement and substitution of - all other express or implied warranties, including any and all aspects of any implied warranties of merchantability, fitness for a particular purpose, title or infringement, or any other obligation on the part of OCTANE Forklifts. This Master Disclosure of the written Warranties shall control comprehensively any and all aspects of the written Warranties and, accordingly, shall limit, qualify, and otherwise affect the subject, substance, content, context, interpretation/construction, application, implementation, results, and consequences of any and all aspects of the written Warranties.

Descriptions, other than those in this written document, do **NOT** create or constitute a warranty by description or otherwise have any legal effect.

Examples or demonstrator-models of Forklifts, that were or are exhibited to Buyers, are for general informational purposes only and do NOT create or constitute a warranty by sample/model, or otherwise have any legal effect. The Buyer's sole and exclusive remedy and OCTANE's sole and exclusive liability, with respect to ANY breach of the written Warranties, as set forth in this written document, shall be, at OCTANE's sole and exclusive option, the repair, refurbishment, or replacement of the defective or nonconforming Forklift (or part or component), as set forth below in writing.

OCTANE Forklifts Inc. - Warranty is not valid or transferable when equipment is purchased either (1) not directly from OCTANE Forklifts Inc., or (2) from a company or individual that is outside of the OCTANE Authorized Retail Dealership Network.

1. Exclusive and Express Warranty Coverage and Coverage Limitations:

1.1 Limited Emissions Components for Powerplants - 3 years or 2500 hours. Related components include any engine parts related to the following systems: Air-Induction system. Fuel System. Ignition System. Exhaust Gas Recirculation Systems. Catalyst. Crankcase Ventilation Valves. Sensors. Electronic Control Units. Malfunction Indicator Light. Fuel Tank. Fuel Cap. Fuel Line. Fuel Line Fittings and Clamps. Pressure Relief Valves. Control Valves. Control Solenoids and Electronic Controls. Vacuum Control Diaphragms. Control Cables. Control Linkages. Purge Valves. Vapor Hoses. Liquid/Vapor Separator. Carbon Canister. Canister Mounting Brackets. Carburetor Purge Port Connector. * Emission related components also include any other part whose only purpose is to reduce emissions or whose failure will increase emissions without significantly degrading engine/equipment performance.

1.2 High-Cost Emissions Components for Motor: A component covered by the emissions-related warranty (as set forth above in writing) with a replacement cost, at a time of certification, that exceeds \$400. Components that are not directly involved with fuel control or the emission control system - as well as the accessories manufactured or supplied/attached by (and sold to OCTANE Forklifts for installation)

- will be free from defects in material and workmanship for a period of 1 year or 2000 hours, whichever occurs first. Replacement parts may be new, re-manufactured, reconditioned, or repaired depending on the specific component and particular circumstances involved.

All components used to meet standards are **warranted for the unexpired portion of the warranty period**. The warranty period begins on the date the forklift is delivered to the Buyer. However, if the forklift is first placed in service as a demonstrator, prior to sale, the warranty period begins on the date that the forklift was first placed into service, presale, as a demonstrator. The warranty covers **ONLY** malfunctions resulting from defects in material or workmanship.

1.3 Diesel Base Engine Warranty - 2 years or 2000 hours. Applicable to: Base Engine. *Not applicable to the A Series Engine.

1.4 Diesel Extended Major Component Warranty - 3 years or 4,000 hours. Applicable to: *Registered Parts Only Cylinder Block, Camshaft, Crankshaft, Connecting Rod. Coverage begins on the expiration of the Base Engine Warranty and ends at the time or hour limitation listed above, whichever comes first, after the warranty start date.



OCTANE Forklifts, Inc.
4905 Lima Street
Denver, Colorado 80239

OCTANE FORKLIFTS, INC. MANUFACTURER WARRANTY POLICY

1.5 OCTANE Chassis /Non Emissions Related Warranty - This includes parts that are not related to emissions control.

1.6 OCTANE Limited Warranty - Applicable to the following: Forks, Wheel Hub, Wheel Rim, Mast, Overhead Guard, Muffler, Counter Weight, Steering Wheel, Gear Box, Driving Axle, Mast Bearing, Wheel Brake, Steering Axle, Redirector, Gear Pump, Flow Regulator, Chain, Sprocket, Lifting Cylinder, Tilting Cylinder, Control Valve, High pressure Hose, and Radiator.

1.7 Items that are guaranteed for six months or 1000 hours: Starting Battery, Starter Motor, Alternator, Electric Distributor, Clutch Cover and Release Bearing, Regulator, Dashboard, Sensors.

2. Warranty Disclaimers, Exclusions, and Invalidity:

2.1 The Warranties set forth in this written document do **NOT** cover: Malfunctions resulting from alterations that are not approved by OCTANE Forklifts; excessive use, misuse, or abuse; intentionally tortious or negligent operation, implementation, or application; or accident. Examples of Conditions that cause the Warranties to be invalid: Damage due to incorrect storage, negligent care, insufficient maintenance, or improper usage. Equipment modifications or replacement of items by individuals who are not authorized by OCTANE Forklifts. Damage from wrongful operation or overloading. Damage due to man-made hazard.

Please Note: No Liability for Incidental or Consequential Damages: OCTANE Forklifts is **NOT** liable for incidental or consequential damages resulting from breach of the written Warranties, as set forth in this written document, such as (by way of example and not limitation) loss of time or inconvenience; or the cost of labor for removal from or reinstallation of the Forklift component(s) or part(s).

Please Note Important Condition: At OCTANE Forklifts sole and exclusive discretion, OCTANE Forklifts has the right to require the Buyer to return to OCTANE Forklifts, for inspection and evaluation, any allegedly defective or malfunctioning components or parts, as an express condition on which warranty coverage will be strictly contingent.

2.2 Items that are NOT covered by warranty: Additional Labor Expenses; Additional Working Time; Fast-wear Parts, e.g.: wheels, rollers, bearings, etc.; Consumable items like oils, seals, etc.; Freight cost for replacement parts in Buyers' locations; Lights, fuses, wiring, etc.; Machine transportation costs completed to Buyers' locations; Loss of time, loss of revenue, loss of production, loss of machine use, loss of bid or contract, **and ANY and ALL other Incidental or Consequential damages.**

2.3 OCTANE Forklifts does NOT provide or include a replacement machine as part of any aspect of the coverage provided by the written Warranties.

3 Components and Parts Warranty-Return Procedure: Do not return any parts unless requested. Return parts must be cleaned and fully assembled. Parts must be shipped on a prepaid basis. OCTANE Forklifts will **NOT** accept a claim-application for warranty coverage, **If** OCTANE Forklifts requests the return of the subject components or parts, but OCTANE Forklifts does **NOT** receive the components/parts within **30 days** of the date on which OCTANE Forklifts emailed the return-request.

4 Claim-Application Requirements: All claim-applications for warranty coverage must be completed by the Buyer and received by OCTANE Forklifts, via email at: warranty@octaneforklifts.com

Email Text Requirements: In the emailed claim-application, the claimant must reference and identify, clearly and completely, the component(s) or part(s) for which the claimant is requesting coverage under the written Warranties.

Email Photo Requirements: The claimant must attach to the emailed claim-application one or more photos that disclose, clearly and legibly, the nameplate of the allegedly defective forklift. The attached photos must depict, clearly and obviously, the alleged defect or malfunction for which the claimant is requesting coverage under the written Warranties - and must do so in the context of the forklift's visibly-revealed condition and operational-environment. The photos must demonstrate, clearly and precisely, the orientation, position, and location of the component(s) or part(s) for which the claimant is requesting warranty coverage. The photos must reveal, clearly and legibly, the Serial Number, along with the Hour Meter with Hour Reading, for the component(s) or part(s) for which the claimant is requesting coverage under the written Warranties. A claimant also must attach to the emailed claim-application an accurate and exact copy of All Service, Maintenance, and Repair Records for the forklift (the machine, as a whole) and for all components and parts that were in any way serviced, maintained, and/or repaired, separate and apart from the forklift machine.

5 Warranty Claim Submission: A fully completed, photo-supported claim-application must be received, as an email that is ISP/server-designated as "received" by OCTANE Forklifts, at the above-provided email address and account, within 30 days of the date on which an applicable repair was completed. OCTANE Forklifts will deem incomplete, non-timely, and ineligible for coverage under the written Warranties, any and all claim-applications that OCTANE Forklifts receives on a date that is more than 30 days after the date on which the subject repair was completed.

OCTANE FORKLIFTS, INC. MANUFACTURER WARRANTY POLICY

There are no exceptions. Claim-applications that OCTANE Forklifts returns, "for correction and resubmission", must be corrected and received by OCTANE Forklifts, as above-described, within **30 days** after OCTANE Forklift emails to the claimant a returned, correction/resubmission email-reply. OCTANE Forklift will **NOT** accept claim-applications that OCTANE forklifts does **NOT** receive within 30 days after OCTANE Forklifts emails a returned, correction/resubmission email-reply. OCTANE Forklifts will provide to a claimant **ONLY two opportunities** to submit to OCTANE Forklifts a claim-application: (1) an original claim-application and (2) a correction/resubmission claim-application, which OCTANE Forklifts must receive strictly in compliance with the above-described procedure, requirements, and timeframe. **After** OCTANE Forklifts provides the above-described, **second** opportunity - the correction/resubmission opportunity, OCTANE Forklifts will NOT accept any claim application that is not resubmitted in **strict compliance** with the above-described procedure, requirements, and timeframe.

6 Warranty for Approved Attachments: Any warranty for attachments of which OCTANE Forklifts approves, **exclusively** consists of **ONLY** those warranties, **if any**, that the manufacturers (of the approved attachments) specifically and expressly provides. Claimants must submit to those manufacturers any claims for warranty coverage on the approved attachments.

7 Buyers' Inspection/Reporting Obligations: Buyers are obligated to engage in all commercially reasonable **due diligence** in discerning and evaluating the condition, integrity, and fitness of the forklifts; Buyers are required to do so, immediately, by performing a comprehensive and thorough **Reception-Inspection**, upon the arrival of a forklift at a Buyer's delivery reception location. Buyers must present to, **and resolve with**, the delivering trucking/cartage company, **exclusively**, all alleged damage to the forklift. Buyers must disclose clearly in an **Inspection-Report** any components or parts that the Inspection reveals to be missing or incomplete. OCTANE Forklifts must receive the completed Inspection-Reports within **three days** of the date on which the Buyer receives delivery of the forklift. OCTANE Forklifts will **NOT** accept for review and consideration any Inspection-Reports that are received by OCTANE Forklifts later than three days **after** the Buyer's Delivery Reception date.

Please Note Important Warranty Coverage Requirement: OCTANE Forklifts' timely and proper receipt of the Inspection Report, in strict compliance with the specific and expressly disclosed (above) requirements, procedure, and timeframe, is an express condition on which OCTANE Forklifts' obligation to provide any coverage, under the written Warranties, is strictly contingent.

The references, descriptions, definitions, and characterizations set forth in this written document - with respect to any and all machines, components, parts, coverage, requirements, conditions, availability, limitations, and other subjects and qualifiers - constitute information that is reasonably correct, realistically accurate, and practically applicable, but only to the extent, under the limitations, and within the qualifications and context of **what is specifically and expressly disclosed in this written document**.

The Buyers are obligated to act responsibly, in good faith, and in a commercially reasonable and diligent manner in purchasing, inspecting, possessing, maintaining, repairing, and implementing the forklifts, in all respects, within and outside of the coverage provided by the written Warranties. Accordingly, the Buyers are obligated to act prudently, carefully, competently, and actively to prevent the submission of groundless and improper warranty claims that, too often, result in needless disputes and unnecessary litigation. In that respect, the Buyers have an affirmative duty to comply with the provisions and requirements of the written Warranties, all contract provisions between OCTANE Forklifts and the Buyers, AND all acknowledged industry standards, established best-practices, and all duties at law.



COVERED PARTS SCHEDULE – INDUSTRIAL FORKLIFT

Coverage Options – Premier, Powertrain Plus (PT Plus), Powertrain (PT)

Premier	PT Plus	PT	ENGINE Includes all Internally lubricated parts within the below systems
✓	✓	✓	Accessory & Timing Gears
✓			Air Filter Housing
✓			Air Intake Hose
✓	✓	✓	Camshaft
✓	✓	✓	Camshaft Bearing & Drive Gear
✓	✓	✓	Connecting Rods & Bearings
✓			Cooling Fan & Fan Drive
✓	✓	✓	Crankshaft Incl: Front & Rear Seals
✓	✓	✓	Crankshaft Bearings & Gear
✓	✓	✓	Cylinder Heads / Head Gaskets
✓	✓	✓	Cylinder Liners, Pistons & Rings
✓	✓	✓	Engine Block
✓	✓	✓	Engine Covers, Front & Rear
✓			Engine Mounts & Supports
✓	✓	✓	Engine Oil Cooler (Internal)
✓	✓	✓	Engine Speed Controls, Cables, & Linkages
✓	✓	✓	Flywheel & Ring Gear
✓	✓	✓	Front Damper
✓			Fuel Filter Housing / Mount
✓			Fuel Lift / Primer Pump
✓			Fuel Lines & Hoses
✓			Fuel Tank
✓			Muffler
✓			Oil Filler Tube
✓			Oil Filter Mount
✓			Oil Lines & Hoses
✓	✓	✓	Oil Pan & Gaskets
✓	✓	✓	Oil Pump
✓	✓	✓	Pressure / Temperature Sensors & Sending Units
✓			Pulleys
✓			Radiator & Coolant Reservoir
✓			Remote Mounted Oil Filter
✓	✓	✓	Rocker Arms & Bridges
✓	✓	✓	Thermostats & Housing
✓	✓	✓	Valve Cover & Gasket
✓	✓	✓	Valve Mechanisms, Push Rods, Tappets
✓			Water Pipes & Hoses
✓	✓	✓	Water Pumps
✓			Water Separator Housing
✓	✓	✓	Wiring Harnesses (Internal)

Premier	PT Plus	PT	ENGINE COMPONENTS COVERED AFTER EMISSIONS WARRANTY
✓	✓	✓	Carburetor
✓	✓	✓	Charge Air Cooler, Hoses, & Air Pipes
✓	✓	✓	EGR Cooler & System Components
✓	✓	✓	Electronic Engine Control Module (ECU)
✓	✓	✓	Engine Control Module Wiring Harness
✓	✓	✓	Fuel Injection Pump
✓	✓	✓	Fuel Injector Line, Rail, and Manifold
✓	✓	✓	Fuel Injectors
✓	✓	✓	LPG Inlet Manifold
✓	✓	✓	LPG Control Module
✓	✓	✓	LPG OPD Valve
✓	✓	✓	LPG Regulator
✓	✓	✓	Intake & Exhaust Manifolds incl: Gaskets
✓	✓	✓	Sensors, Solenoids, Wiring Harnesses Used in These Systems
✓	✓	✓	Turbocharger, Actuator, VGT, & Gasket
			EATS COMPONENTS
✓			Aftertreatment System Controllers & Modules
✓			Catalytic Converter
✓			Cold Start Enrichment Systems
✓			Crankcase Ventilation, Oil Separator & Pipes (Before Separator)
✓			Diesel Exhaust Fluid Tank & Dispensing System
✓			Diesel Particulate Filter
✓			EATS Air Compressor
✓			Selective Catalytic Reduction System
✓			Sensors, Solenoids, Wiring Harnesses Used in the EATS System
			ELECTRICAL COMPONENTS
✓	✓	✓	Battery Charger (On Board)
✓	✓	✓	Battery Management Controller
✓	✓	✓	DC / DC Converter – 48V / 12V
✓	✓	✓	Electrical Drive Controller & Module
✓	✓	✓	Electrical Motor – Hydraulic Pumps
✓	✓	✓	Electrical Motor – Travel Functions
✓	✓	✓	Electrical Steering Controller & Module
✓	✓	✓	Energy Storage System
✓	✓	✓	Fuse / Breaker Boxes
✓	✓	✓	Generator
✓	✓	✓	Inverters
✓	✓	✓	Voltage Regulator

Premier	PT Plus	PT	TRANSMISSION, AXLES, & DRIVELINE Includes all Internally lubricated parts within the below systems
✓	✓	✓	Actuators, Controllers, & Sensors (Drive Functions Only)
✓	✓	✓	Axle Housing
✓	✓	✓	Axle Lubrication Pump & Cooling Pump
✓	✓	✓	Axle Shaft
✓	✓	✓	Clutch Disc & Plates (Wet Only)
✓	✓	✓	Clutch Housing
✓	✓	✓	Constant Velocity Joints
✓	✓	✓	Differential Housing incl: Internal Parts
✓	✓	✓	Drive Shafts & Support Bearings
✓	✓	✓	Electronic Transmission Control Module
✓	✓	✓	Final Drive Planetary Housing & Gear Set
✓	✓	✓	Final Drive Bearings, Seals, & Shafts
✓	✓	✓	Hydraulic Drive Motor / Travel Motor
✓	✓	✓	Hydraulic Transmission Control Valve
✓	✓	✓	Hydrostatic Motor & Pump
✓	✓	✓	Hydrostatic Variable – Displacement Pump
✓	✓	✓	Internally Lubricated Clutch Housings
✓	✓	✓	Internal Transmission Control Linkage
✓	✓	✓	MFD Drive Clutch Housing
✓	✓	✓	Pump Drive Housing
✓	✓	✓	Ring Gear & Pinion Housing
✓	✓	✓	Torque Converter & Pump
✓	✓	✓	Transmission Case
✓	✓	✓	Transmission Charge Pump
✓	✓	✓	Transmission Control Valves
✓	✓	✓	Transmission Gears, Bearings, & Shafts
✓	✓	✓	Travel Control Valve
✓	✓	✓	Universal Joints (Sealed Only)
✓	✓	✓	Wet Brake Disc & Wet Clutches
✓	✓	✓	Wet Steering Clutches
✓	✓	✓	Wheel Bearings
✓	✓	✓	Wiring Harnesses (Internal)

Premier	PT Plus	PT	TRANSMISSION & BRAKES
✓			Control Rods
✓			External Oil Lines
✓			Filler Tubes (Transmission)
✓			Parking Brake Assy, excl: Dry Brakes
✓			Pneumatic Pump, Dryer, & Valve
✓			Transmission Mounts & Supports excl: Rubber Bushings

Premier	PT Plus	PT	HYDRAULIC
✓	✓		Actuators, Controllers, & Sensors (Hydraulic Functions Only)
✓	✓		Brake Accumulators
✓	✓		Brake Cooling Pump
✓	✓		Brake Pump & Valve
✓	✓		Differential Lock Valve
✓	✓		Hydraulic Accumulators
✓	✓		Hydraulic Cylinders
✓	✓		Hydraulic Fan Pump & Fan Motor
✓	✓		Hydraulic Hoses & Lines
✓	✓		Hydraulic Motors
✓	✓		Hydraulic Oil Cooler
✓	✓		Hydraulic Oil Filter Base
✓	✓		Hydraulic Pumps
✓	✓		Hydraulic Reservoir
✓	✓		Hydraulic Steering Components
✓	✓		Hydraulic Valves

Premier	PT Plus	PT	CAB
✓			Cab Frame Weldment Failures
✓			Internal Door Latch Mechanism
✓			Steering Column Shaft & Gear
			A/C System Including:
✓			Accumulator
✓			Clutch
✓			Compressor
✓			Condenser
✓			Dryer
✓			Evaporator
✓			Heater Core
✓			Hoses
✓			Pulley
✓			Seals & Gaskets
✓			Temperature Controls
✓			Valves

Premier	PT Plus	PT	STRUCTURE
✓			Forklift Mast Weldment Failures
✓			ROPS & FOPS Weldment Failures

ELECTRICAL SYSTEM		
Premier	PT Plus	PT
Excludes rubbing, chaffing, pinching, loose & corroded connections		
✓		Alternator
✓		Cameras
✓		Can Bus & Nodes
✓		Circuit Boards
✓		Circuit Breakers
✓		Display Unit (Factory Installed Only)
✓		Electric Motors
✓		Electrical Emergency Stop
✓		Electrical Fan & Electrical Fan Drive
✓		Electrical Steering Components
✓		Electronic Control Units & Modules
✓		Electronic Joysticks
✓		Gauges, Indicators, & Instruments
✓		Horn
✓		Potentiometers
✓		Radio (Factory Installed Only)
✓		Sensors & Sending Units
✓		Solenoids
✓		Starter Motor
✓		Switches & Relays
✓		Wiring Harnesses

This Plan excludes protection for any component that is not listed on the "Covered Parts Schedule" including any resulting or consequential damage to a "covered component" that is caused by or results from the failure of a component not listed on the Covered Parts Schedule for the Plan Option selected. In the event of an eligible failure, the deductible selected for the Equipment Protection Plan (as shown in the Confirmation Page) will be applied to each eligible failure. Dealer installed options are not eligible for reimbursement. See the Terms and Conditions document, as issued, for complete Plan details including exclusions and limitations not listed on this CPS.



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

State of West Virginia
Centralized Request for Quote
Equipment

Proc Folder: 1722300

Doc Description: Two (2) Hyster Fork Trucks or Equal Brand, Propane Only

Reason for Modification:

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2025-06-19	2025-07-09 13:30	CRFQ 0708 ABC2500000009	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000020242

Vendor Name : OCTANE Forklifts, Inc.

Address : 4905 Lima Street, Denver, CO 80239

Street : 4905 Lima Street

City : Denver

State : Colorado

Country : USA

Zip : 80239

Principal Contact : Jeff Blasdel

Vendor Contact Phone: 844-628-2637

Extension:

FOR INFORMATION CONTACT THE BUYER

Joseph (Josh) E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X

FEIN# 26-1129432

DATE 6/25/2025

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Alcohol Beverage Control Administration (WVABCA) to establish a contract for the one time purchase of TWO (2) Hyster Fork Trucks or Equal Brand, Propane Only per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
ALCOHOL BEVERAGE CONTROL COMMISSION 4TH FLOOR 900 PENNSYLVANIA AVE CHARLESTON WV US		ABCA WAREHOUSE HUB INDUSTRIAL PARK 97 INDEPENDENT AVE NITRO WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Two (2) Hyster Fork Trucks or Equal Brand, Propane Only	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
24101603	OCTANE	5,511 lbs. Capacity Propane	FL25

Extended Description:

Two (2) Hyster Fork Trucks or Equal Brand, Propane Only

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page 3
ABC2500000009	Final	Two (2) Hyster Fork Trucks or Equal Brand, Propane Only	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Centralized Request for Quote
Equipment

Proc Folder: 1722300			Reason for Modification:
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BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000020242
Vendor Name : OCTANE Forklifts, Inc.
Address : 4905 Lima Street, Denver, CO 80239
Street : 4905 Lima Street
City : Denver
State : Colorado Country : USA Zip : 80239
Principal Contact : Jeff Blasdel
Vendor Contact Phone: 844-628-2637 Extension:

FOR INFORMATION CONTACT THE BUYER

Joseph (Josh) E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X

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Extended Description:

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SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

3. PRE-BID MEETING: The item identified below shall apply to this Solicitation.

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

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

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: 6/26/2025 @ 4:00 PM ET

Submit Questions to: Josh Hager
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Joseph.E.Hageriii@wv.gov

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0708 ABC2500000009

BID OPENING DATE: see section 7

BID OPENING TIME: see section 7

FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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

Bid Opening Date and Time: 7/9/2025 @ 1:30 PM ET

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. REGISTRATION: Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

14. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 a 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:

☐ **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 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. per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000. 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.

☐

☐

☐

☐

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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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 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.

(Printed Name and Title) Jeff Blasdel - President

(Address) 4905 Lima Street, Denver, CO 80239

(Phone Number) / (Fax Number) 844-628-2637 / 303-997-6826

(email address) Jeff@octaneforklifts.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WYOASIS, 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

OCTANE Forklifts, Inc.

(Company)

(Signature of Authorized Representative)

Jeff Blasdel - President 6/25/2025

(Printed Name and Title of Authorized Representative) (Date)

844-628-2637 303-997-6826

(Phone Number) (Fax Number)

Jeff@octaneforklifts.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: None
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

OCTANE Forklifts, Inc.

Company



Authorized Signature

6/25/2025

Date

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

REQUEST FOR QUOTATION
TWO (2) HYSTER FORK TRUCKS OR EQUAL, PROPANE ONLY

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Alcohol Beverage Control Administration (WVABCA) to establish a contract for the one time purchase of TWO (2) Hyster Fork Trucks or Equal Brand, Propane Only.
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 TWO (2) Hyster Fork Trucks or Equal Brand as more fully described by these specifications.
 - 2.2 "Pricing Page" means the pages, contained in wvOASIS 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 **TWO (2) Hyster Fork Trucks or Equal Brand**
 - 3.1.1.1 **TWO (2) HYSTER OR EQUAL BRAND, Propane Only**

LOAD CAPACITY 5,000 LBS
ENGINE-2.2L LPG CERTIFIED
SINGLE PEDAL INCH/BRAKE ARRANGEMENT
ELECTRONIC POWERSHIFT TRANSMISSION
3 STAGE FULL FREE LIFT- CLASS II- MAST 188-189"
MAXIMUM HEIGHT 82" OVERALL LOWERED HEIGHT
CARRIAGE & ATTACHMENTS 38.5" WIDE-HOOK TYPE
SIDESHIFT CARRIAGE
45"- 48" HIGH LOAD BACKREST EXTENSION
FORKS 42" LONG X 1.6" THICK X 3.9" WIDE CLASS II
HOOK TYPE-STANDARD TAPER FORK
STANDARD TREAD WIDTH TIRES

REQUEST FOR QUOTATION
TWO (2) HYSTER FORK TRUCKS OR EQUAL, PROPANE ONLY

DRIVE TIRES-21x7x15 SMOOTH TREAD
STEER TIRES 16x5x10.5 SMOOTH TREAD
80-84" OVERHEAD GRID STYLE GUARD
MIRRORS-DUAL SIDE VIEW MOUNTED LEFT AND RIGHT
2.0"-5.0" TOUCHSCREEN DISPLAY
FIRE EXTINGUISHER DRY CHEMICAL
REAR DRIVE HANDLE WITH HORN BUTTON
STEERING WITH ADJUSTABLE TILT/ WITH ON DEMAND
NO BATTERY POWERED, PROPANE ONLY

3.1.1.2 TWO (2) HYSTER Fork Trucks must be model year 2025 and must be new or unused.

3.1.1.3 Must be delivered to WVABCA Distribution Center located at 97 Independent Ave, Hub Industrial Park, Nitro, WV 25143. Delivery cost must be factored into the total price.

3.1.1.4 Must Provide Training and Certification to WVABCA Staff.

3.1.1.5 All work must be completed at WVABCA Distribution Center, 97 Independent Ave, Hub Industrial Park Nitro, WV 25143

3.1.2 Warranty for two (2) Hyster Fork Trucks or Equal Brand

3.1.2.1 Twelve (12) months Manufacture Warranty.

3.1.2.2 Thirty-Six (36) months Powertrain Warranty/6000 Hrs.

3.1.2.3 All repairs/maintenance will completed at the WVABCA Distribution Center located in Nitro, WV 25143

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.

REQUEST FOR QUOTATION
TWO (2) HYSTER FORK TRUCKS OR EQUAL, PROPANE ONLY

4.2 Pricing Page: Vendor should complete the Pricing Page by entering price for each and total. 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.

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 Ninety (90) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to WVABCA Distribution Center, 97 Independent Ave Nitro, WV 25143 Monday-Friday 6:00AM-2:00PM

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

REQUEST FOR QUOTATION
TWO (2) HYSTER FORK TRUCKS OR EQUAL, PROPANE ONLY

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.

- 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
TWO (2) HYSTER FORK TRUCKS OR EQUAL, PROPANE ONLY

EXHIBIT A PRICING PAGE

Fork Trucks: \$ 34,140.00 each x2 Total \$ 68,280.00

Brand: OCTANE

Company Name: OCTANE Forklifts, Inc.

Address: 4905 Lima Street, Denver, CO 80239

Email: Jeff@octaneforklifts.com

Phone: 844-628-2637