



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 @ 5

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Procurement Folder: 1722300

Procurement Type: Central Purchase Order

Vendor ID: VS0000041964

Legal Name: CHAVES BROTHERS MANAGEMENT, LLC.

Alias/DBA: CHAVES BROTHERS MANAGEMENT, LLC.

Total Bid: \$77,998.00

Response Date: 07/09/2025

Response Time: 11:30

Responded By User ID: chavesbros

First Name: Tyler

Last Name: Chaves

Email: sales@govprocurement.net

Phone: 9732249955

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: 5

Total of All Attachments: 5



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 ESR07092500000000092	1

VENDOR
VS0000041964
CHAVES BROTHERS MANAGEMENT, LLC.

Solicitation Number: CRFQ 0708 ABC2500000009
Total Bid: 77998
Response Date: 2025-07-09
Response Time: 11:30:26
Comments:

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

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Two (2) Hyster Fork Trucks or Equal Brand, Propane Only	2.00000	EA	38999.000000	77998.00

Comm Code	Manufacturer	Specification	Model #
24101603			

Commodity Line Comments:

Extended Description:

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



State of West Virginia
Agency Request for Quote
Miscellaneous

Proc Folder: 1719993
Doc Description: FORKLIFT

Reason for Modification:

Addendum 1: Issued to add the bid receiving location, no other changes at this time.

Proc Type: Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2025-06-30	2025-07-15 10:30	ARFQ 0506 CTP2500000001	2

BID RECEIVING LOCATION

BUYER - 304-957-0209
OFFICE OF SHARED ADMINISTRATION
OPERATIONS/PURCHASING
ONE DAVIS SQUARE, FIRST FLOOR RM 111
CHARLESTON WV 25301
US

VENDOR

Vendor Customer Code: VS0000041964

Vendor Name : Chaves Brothers Management, LLC

Address : 300

Street : SW 8th St #17

City : Boca Raton

State : FL

Country : USA

Zip : 33432

Principal Contact : Tyler Chaves

Vendor Contact Phone: 973-224-9955

Extension:

FOR INFORMATION CONTACT THE BUYER

Roberta A Wagner
(304) 558-0437
roberta.a.wagner@wv.gov

**Vendor
Signature X**

FEIN# 85-0716337

DATE 7/9/2025

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

ADDITIONAL INFORMATION

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Bobcat G25E-7 Forklift or equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
24101603			

Extended Description:

Bobcat G25E-7 Forklift or Equal

1.1.1.1Forklift must be in new condition

3.1.1.1Forklift engine must be an HMC engine or equal and a minimum of 2.4L

3.1.1.3 Forklift engine must be LP (Liquid Propane)

3.1.1.4 Forklift must have a Power Shift Transmission

3.1.1.5 Forklift must have Oil Cooled Disc Brakes Hydraulic Drum Brakes

3.1.1.6 Forklift must have power Steering

3.1.1.7 Forklift must have Tiltable Steering Column

3.1.1.8 Forklift must have LP Mounting Tank

3.1.1.9 Forklift must have a minimum of 5,000 Lifting Capacity

3.1.1.10 must have a counterweight

3.1.1.11 Forklift Forklift must have tilt cylinders with a minimum of 6 degrees Forward and S degrees Back

3.1.1.12Forklift must have a side shifter with integral side shifting Fork Positioner that is a maximum of 46" Wide

3.1.1.13Forklift must have Single Pneumatic Tires for Drive and Steer and must be capable of operating on asphalt or gravel while outside along with normal finished concrete floors.

3.1.1.14Forklift must have a mast with 3-Stage Full Free Triple Wide View with a maximum of MFH 189" OAL 86" FFH S7"

3.1.1.15Forklift must have Forks that are hook type - pallet with a minimum of 1.8" X S" X 47"

3.1.1.16Forklift must have an Overhead Guard with a standard height of a maximum of 86".

3.1.1.17Forklift must have at a 4 section with 4 levers hydraulic control valve

3.1.1.18Forklift must have rear view mirror

3.1.1.19Forklift must have a back-up alarm warning device

3.1.1.20Forklift must have strobe warning lights

3.1.1.21Forklift must have at a minimum two(2) Front LED Flood Lights

3.1.1.22Forklift must have at a minimum one (1) Rear LED Floodlight

3.1.1.23Forklift must have at a minimum warranty of:

3.1.1.23.12 Year/3,000 Hour- Standard

4 year / 4000 hour full warranty

3.1.1.23.23 Year/6,000 Hour-Powertrain

3.1.1.23.3S Year/10,000 Hour - OCDB (Oil Cooled Disc Brakes)

1.1.2Alternative 'or Equal' Submission

Vendor submitting an alternate brand must provide alternate brand information with alternative product number and documentation, i.e., brochures, pamphlets, product specs, MSDS sheets, etc. when submitting bid response. Failure to submit documentation for an "or Equal" product will result in vendor's bid being disqualified

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 10:00am EST	2025-07-03

	Document Phase	Document Description	Page 4
CTP2500000001	Final	FORKLIFT	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)

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.

2A. PREBID 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. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

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.

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

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

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

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Agency Contact. 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 nonbinding.

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

Question Submission Deadline:

Submit Questions to:

Email:

4. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

4A. BID SUBMISSION

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

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

5. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

6. 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.

7. 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 should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

[] This Solicitation is based upon a standardized commodity established under West Virginia 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.

8. 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.

9. 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.

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

11. 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: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

11A. 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, if reciprocal preference is requested by a West Virginia resident vendor, 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: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

12. 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. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access 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 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 removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

14. 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.”

15. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

16. 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., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

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

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

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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 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.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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.

☐ **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 and Agency.

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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **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 State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** See attached.

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 below must be provided to the Agency by the Vendor as specified below.

☐ **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.

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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 on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:
_____ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

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

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

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

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

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

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

☐

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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. 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.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. 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.

13. 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 licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or 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.)

15. 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.

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. 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.

18. CANCELLATION: The State 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 Agency 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.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20A. 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.

21. 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. 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.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

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

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

29. 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.

30. 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.

31. 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. 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.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an 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.

33. 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.

34. 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.

35. 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.

36. 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, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

37. 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.

38. 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.

39. 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.

40. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

41. 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.

42. 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.

43. 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 30-42-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board. The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

2. BONDS: The following bonds must be submitted if the Contract exceeds \$25,000:

☐ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Agency prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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)

(Address)

(Phone Number) / (Fax Number)

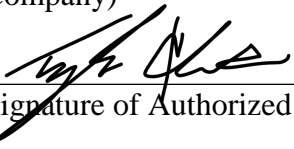
(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that 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.

Chaves Brothers Management, LLC

(Company)



(Signature of Authorized Representative)

Tyler Chaves - Managing Member

(Printed Name and Title of Authorized Representative)

7/9/2025

(Date)

973-224-9955

(Phone Number) (Fax Number)

Revised 8/24/2023

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

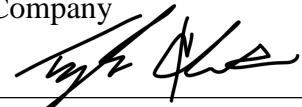
Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company



Authorized Signature

Date

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

REQUEST FOR QUOTATION
ARFQ CTP2500000001
Bobcat G25E-7 Forklift or Equal

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Office of Shared Administration Purchasing (OSA), is soliciting bids on behalf of WV Department of Health (WVDoH), Center for Threat Preparedness to acquire a Bobcat G25E-7 Forklift or equal
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” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Page.
 - 2.2 **“Pricing Page”** means the schedule of prices, estimated order quantity, and totals contained in WV OASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Office of Shared Administration (OSA).
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Item listed below for a one-time purchase. The contract item must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Bobcat G25E-7 Forklift or Equal**
 - 3.1.1.1 Forklift must be in new condition
 - 3.1.1.1 Forklift engine must be an HMC engine or equal and a minimum of 2.4L
 - 3.1.1.3 Forklift engine must be LP (Liquid Propane)
 - 3.1.1.4 Forklift must have a Power Shift Transmission
 - 3.1.1.5 Forklift must have Oil Cooled Disc Brakes
 - 3.1.1.6 Forklift must have power Steering
 - 3.1.1.7 Forklift must have Tiltable Steering Column
 - 3.1.1.8 Forklift must have LP Mounting Tank
 - 3.1.1.9 Forklift must have a minimum of 5,000 Lifting Capacity
 - 3.1.1.10 Forklift must have a counterweight
 - 3.1.1.11 Forklift must have tilt cylinders with a minimum of 6 degrees Forward and 10 degrees Back

REQUEST FOR QUOTATION
ARFQ CTP2500000001
Bobcat G25E-7 Forklift or Equal

- 3.1.1.12** Forklift must have a side shifter with integral side shifting Fork Positioner that is a maximum of 46" Wide
- 3.1.1.13** Forklift must have Single Pneumatic Tires for Drive and Steer and must be capable of operating on asphalt or gravel while outside along with normal finished concrete floors.
- 3.1.1.14** Forklift must have a mast with 3-Stage Full Free Triple Wide View with a maximum of MFH 189" OAL 86" FFH S7"
- 3.1.1.15** Forklift must have Forks that are hook type - pallet with a minimum of 1.8" X 4" X 47"
- 3.1.1.16** Forklift must have an Overhead Guard with a standard height of a maximum of 86".
- 3.1.1.17** Forklift must have a 4 section, 4 levers hydraulic control valve
- 3.1.1.18** Forklift must have rear view mirror
- 3.1.1.19** Forklift must have a back-up alarm warning device
- 3.1.1.20** Forklift must have strobe warning lights
- 3.1.1.21** Forklift must have at a minimum two(2) Front LED Flood Lights
- 3.1.1.22** Forklift must have at a minimum one(1) Rear LED Floodlight
- 3.1.1.23** Forklift must have at a minimum warranty of:
 - 3.1.1.23.1 2 Year/3,000 Hour- Standard
 - 3.1.1.23.2 3 Year/6,000 Hour-Powertrain
 - 3.1.1.23.3 4 Year/10,000 Hour - OCDB (Oil Cooled Disc Brakes)

3.1.2 Alternative 'or Equal' Submission

- 3.1.2.1** Vendor submitting an alternate brand must provide alternate brand information with alternative product number and documentation, i.e., brochures, pamphlets, product specs, MSDS sheets, etc. when submitting bid response. Failure to submit documentation for an "or Equal" product will result in vendor's bid being disqualified.

REQUEST FOR QUOTATION
ARFQ CTP2500000001
Bobcat G25E-7 Forklift or Equal

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting or exceeding the required specifications for the lowest grand total cost as shown on the Pricing Page. E:tvm reserves the right to reject any and/or all bids.
- 4.2 Pricing Page:** Vendor should complete the Pricing Page by providing pricing for the Bobcat G25E-7 Forklift or Equal with On-Board Lift Scale. Vendor should complete the Pricing Page in its entirety as failure to do so will result in Vendor's bids 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 Delivery Time:** Vendor shall deliver standard orders within fourteen (14) business days (2 weeks) after order is received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- Vendor must deliver contract item to:**
WV Center for Threat Preparedness
Poca Warehouse
160 Jacobson Drive
Poca, WV 25159
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency could be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location as set forth in 6.1 above. **VENDOR SHALL INCLUDE THE COST OF STANDARD ORDER DELIVERY CHARGES IN ITS BID PRICING AND IS NOT PERMITTED TO CHARGE THE AGENCY SEPARATELY FOR SUCH DELIVERY.**

REQUEST FOR QUOTATION
ARFQ CTP2500000001
Bobcat G25E-7 Forklift or Equal

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive full credit or refund for the purchase price, at the Agency's discretion.

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

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

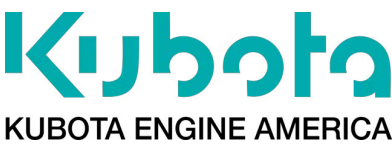
REQUEST FOR QUOTATION
ARFQ CTP2500000001
Bobcat G25E-7 Forklift or Equal

- 8.2 Vendor Supply:** By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract.

Vendor should list its Contract Manager and his or her contact information below.

Contract Manager:	Tyler Chaves
Telephone Number:	973-224-9955
Fax Number:	
Email Address:	sales@govprocurement.net

MANUFACTURING PARTNERS



WHY VIPER FORKLIFTS?

THE VIPER WAY

Our mission is to establish a leading manufacturing brand recognized for delivering high quality products with premium features, supported by outstanding customer service and warranties, all offered at extraordinary value.

OUR COMMITMENT TO QUALITY

As a detail-oriented, product-first company, we ensure that our products undergo rigorous inspections at multiple stages before they reach the servicing dealer.

OUR COMMITMENT TO YOU

We are committed to providing prompt product and support through our distribution network and servicing dealers across the USA.

LOCAL SERVICE

Viper Lift Trucks service and support are available through our network of servicing dealers. If you do not have a dealer nearby, simply reach out to us, and we will ensure you receive the assistance you need.

UNMATCHED VALUE

Our forklifts offer the best value by capacity, combining cost-effectiveness with exceptional efficiency. When it comes to getting the most for your dollar, nothing compares to the value our forklifts provide.

NORTH AMERICAN HEADQUARTERS
MCHENRY ILLINOIS



ASSEMBLY | PARTS | DISTRIBUTION

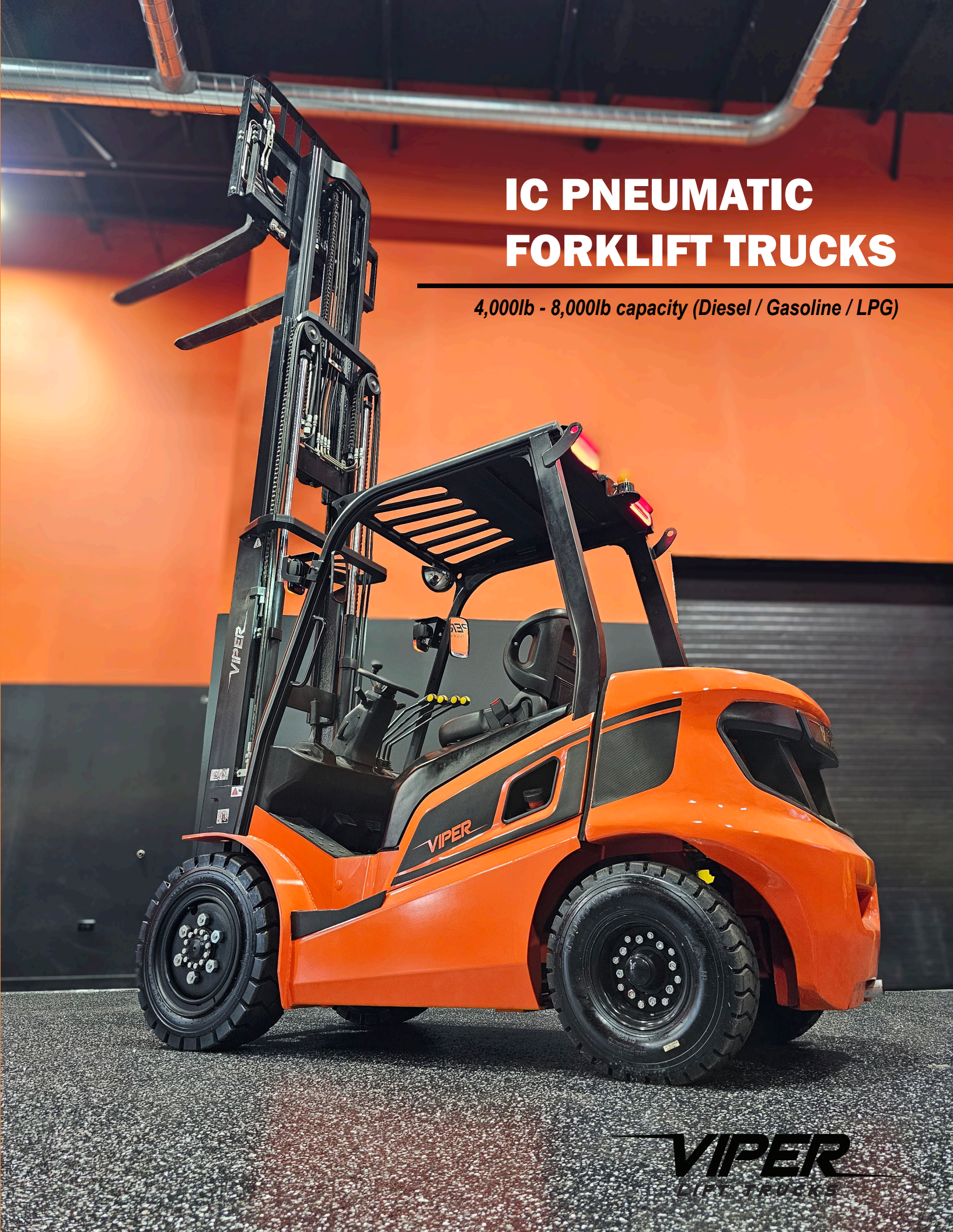


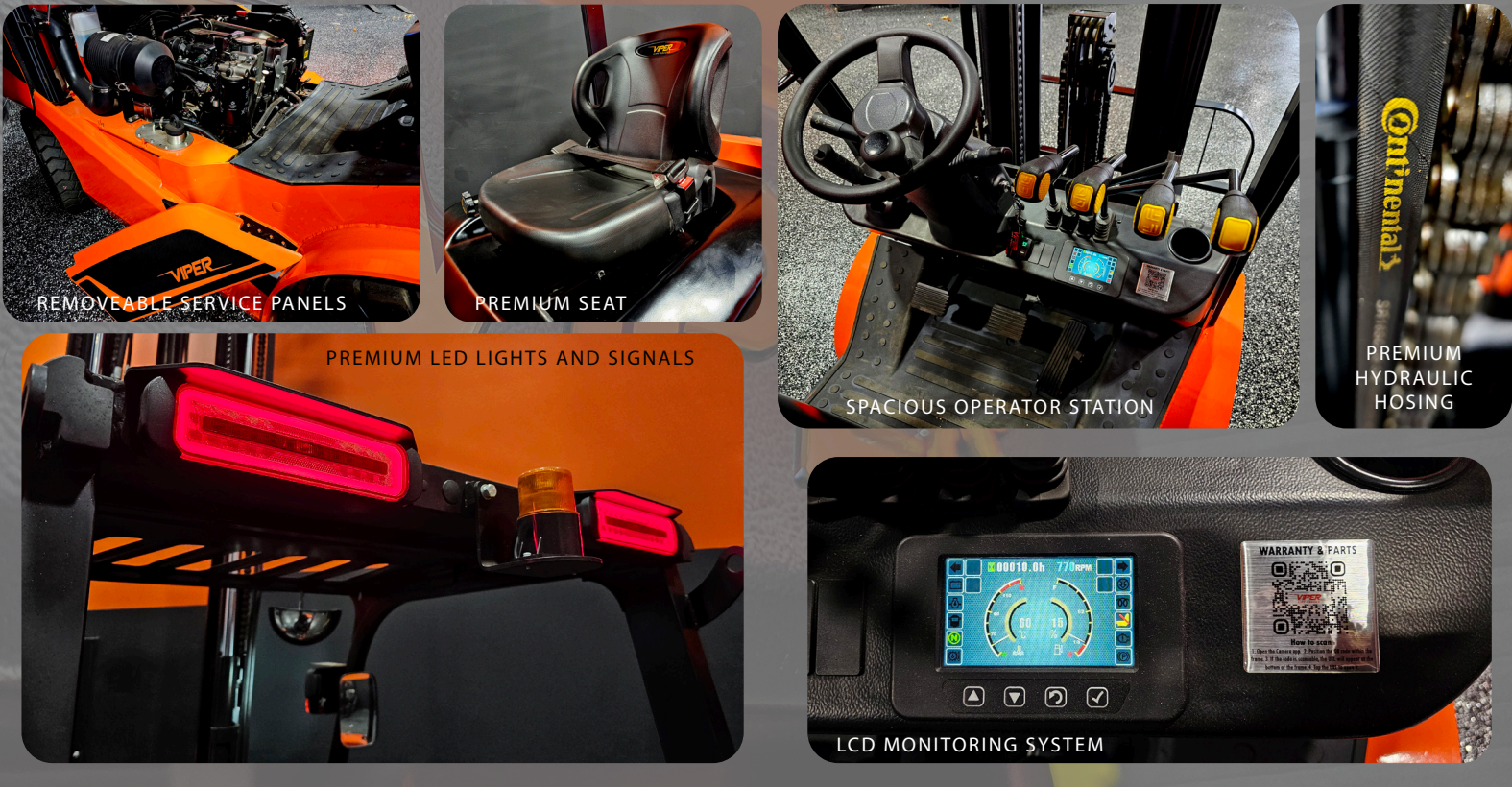
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V1.0 2025

IC PNEUMATIC
FORKLIFT TRUCKS

4,000lb - 8,000lb capacity (Diesel / Gasoline / LPG)





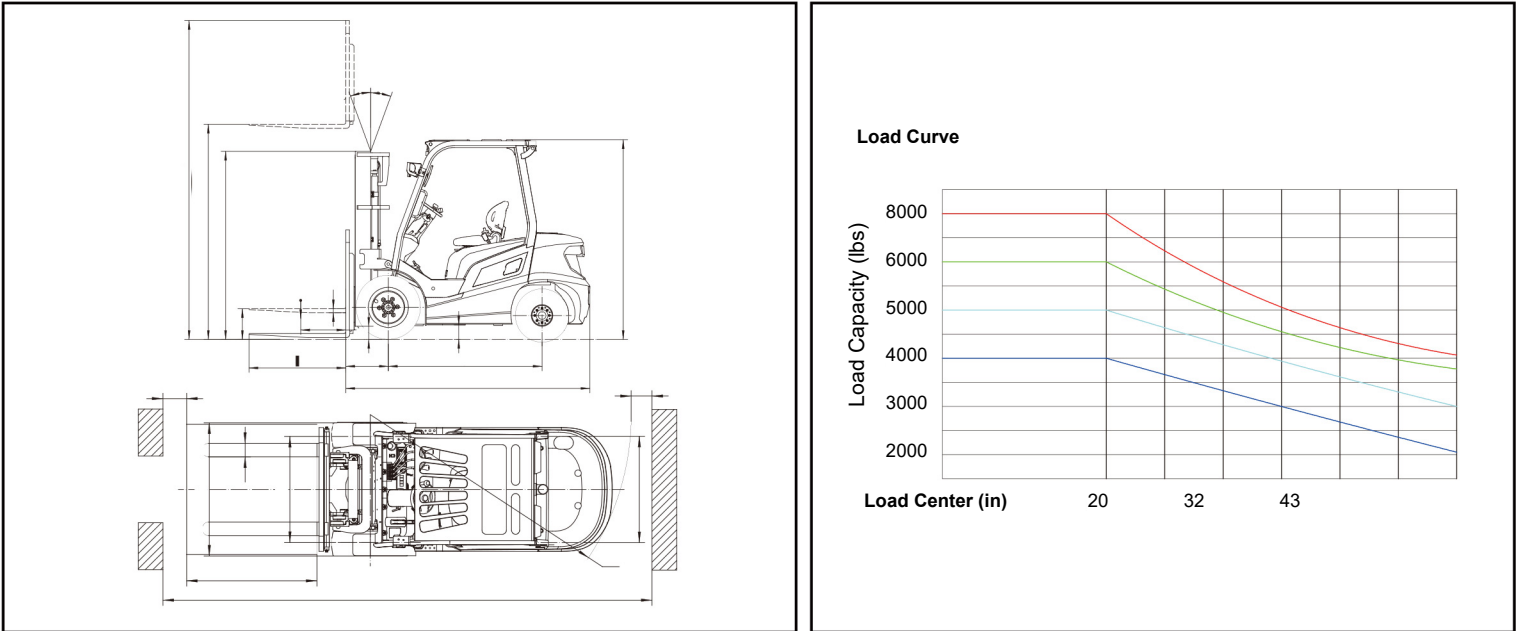
4,000lb - 5,000lb MAST SPECIFICATIONS & RATED CAPACITIES										
Mast Type	Mast Name	Max. Fork Height (in)	Load Capacity (lb)		Overall Height (lb)			Free Lift (in)		Tilt Angle (Single)
					Lowered (in)	Extended		Without Backrest	With Bracket	
			4,000lb	5,000lb		4,000lb / 5,000lb				
2 Stage Wide View Mast	M270	106	4,000	5,000	76	128	146	51	34	6-12
	M300	118	4,000	5,000	82	142	160	58	40	6-12
	M330	130	4,000	5,000	88	156	174	64	45	6-12
	M350	138	4,000	5,000	91	162	180	68	49	6-12
	M370	146	4,000	5,000	95	168	186	71	53	6-6
	M400	157	4,000	5,000	105	181	199	79	63	6-6
3 Stage Full Free Wide View Mast	TFM400	157	4,000	5,000	77	181	200	51	35	6-6
	TFM430	169	3,900	4,850	81	193	211	55	39	6-6
	TFM450	177	3,747	4,409	83	201	219	59	41	6-6
	TFM470	185	3,527	4,188	85	209	227	61	43	6-6
	TFM500	197	3,086	3,306	88	221	239	65	47	6-6
	TFM550	216	2,425	2,645	96	240	258	71	54	3-6
	TFM600	236	1,763	1,873	104	260	278	79	62	3-6
	TFM650	256	1,102	1,212	114	280	298	86	72	3-6
	TFM700	275	220	300	122	299	317	90	80	3-6

NOTE: With side shifter, subtract 440lb

6,000lb - 8,000lb MAST SPECIFICATIONS & RATED CAPACITIES										
Mast Type	Mast Name	Max. Fork Height (in)	Load Capacity (lb)		Overall Height (lb)			Free Lift (in)		Tilt Angle (Single)
					Lowered (in)	Extended		Without Backrest	With Bracket	
			6,000lb	8,000lb		6,000lb / 8,000lb	6,000lb / 8,000lb			
2 Stage Wide View Mast	M300	118	6600	7700	81	143	160	4.9	4.9	6-12
	M330	130	6600	7700	87	155	171	4.9	4.9	6-12
	M350	138	6600	7700	91	163	179	4.9	4.9	6-12
	M370	146	6600	7495	95	171	187	4.9	4.9	6-12
	M400	157	6503	7165	99	183	199	4.9	4.9	6-6
	M430	169	6172	6834	108	194	211	4.9	4.9	6-6
	M450	157	5732	6393	112	202	218	4.9	4.9	6-6
	M470	185	5511	6172	116	210	226	4.9	4.9	6-6
3 Stage Full Free Wide View Mast	M500	197	4850	5291	124	222	238	4.9	4.9	6-6
	TFM400	157	6600	6600	77	182	199	50	34	6-6
	TFM430	169	6172	6600	81	194	211	54	38	6-6
	TFM450	177	5732	6172	85	202	219	58	41	3-6
	TFM480	189	5070	5511	89	214	231	62	45	3-6
	TFM500	197	4629	5070	91	222	238	64	47	3-6
	TFM550	216	3637	3968	99	241	258	72	55	3-6
	TFM600	236	2645	2866	106	261	278	80	63	3-6

NOTE: With side shifter, subtract 440lb

MAIN SPECIFICATIONS										
General	1 Manufacturer	Viper Lift Trucks								
	2 Model		FD20F / FY20F		FD25F / FY25F		FD30F / FY30F		FD35F / FY35F	
	3 Power Type		Diesel							
	4 Rated Load Capacity	lbs	4000		5000		6000		8000	
	5 Load Centre	in	24		24		24		24	
Characteristic & Dimensions	6 Rated Lift Height	in	189		189		189		189	
	7 Free Lift Height	in	5.5		5.5		5.9		5.9	
	8 Fork Size (LxWxT)	in	6.7x4.7x1.57				6.7x120x1.77		6.7x120x2	
	9 Mast Tilt Angle (F/R, a0 /13°)	deg	6°/12°	6°/12°	6°/12°	6°/12°	6°/12°	6°/12°	6°/12°	6°/12°
	10 Fork Overhang (Wheel Center to Fork Face)	X1(in)	18		18		18.5		19	
	11 Rear Overhang	X2(in)	20.5		20.5		21		23.5	
	12 Ground Clearance (Bottom of Mast)	H7(in)	4.33		4.33		5		5	
	13 Length to Face of Fork (Without Fork)	L1(in)	103.5		103.5		106.25		109.5	
	14 Overall Width	B1(in)	46		46		48		48.25	
	15 Mast Lowered Height	H1(in)	81		81		81.1		81.5	
	16 Mast Extended Height (With Backrest)	H4(in)	160		160		160		160	
	17 Overhead Guard Height	H5(in)	87.2		87.2		87.9		88	
	18 Turning Radius (Outside)	Wa(in)	93		93		96.5		98.5	
	19 Min.Aisle width for pallets	Ast(in)	162		162		162		167.5	
Performance	20 Travel Speed (No Load)	mph	11.8		11.8		11.8		11.8	
	21 Lifting Speed (Full Load)	in/sec	20		20		17		17	
	22 Lowering Speed(Full Load/No Load)	in/sec	No Load 12"s Full Load 23.6"s						No Load 12"s Full Load 23.6"s	
	23 Max.Drawbar Pull (Full Load/No Load)	KN	17/14.5				26/21			
	24 Max.Gradeability (Full Load)	%	20							
Chassis	25 Tyre (Front x 2)		7.00-12-12PR				28x9-15-12PR			
	26 Tyre (Rear x 2)		6.00-9-1 OPR				6.50-10-1 OPR			
	27 Front Tread	B2(in)	38		38		39		39	
	28 Rear Tread	B3(in)	38.5		38.5		38.5		38.5	
	29 Wheelbase	Y(in)	65		65		67		67	
Weight	30 Total Weight	lbs	7980		8509		9832		10527	
	31 Front Axle Weight Distribution (Full Load)	lbs	11150		12619		14802		15425	
	32 Rear Axle Weight Distribution (Full Load)	lbs	1239		1402		1644		1712	
	33 Front Axle Weight Distribution (No Load)	lbs	3196		3406		3933		4210	
	34 Rear Axle Weight Distribution (No Load)	lbs	4784		5103		5899		6316	
Power & Transmission	35 Battery	V/Ah	12/90							
	36 Engine Model		D04EG	V2403	D04EG	V2403	D04EG	V2403	D04EG	V2403
	37 Engine Manufacturer		MITSUBISHI	KUBOTA	MITSUBISHI	KUBOTA	MITSUBISHI	KUBOTA	MITSUBISHI	KUBOTA
	38 Rated Output/ r.p.m.	hp	48/2250	57/2400	48/2250	57/2400	48/2250	57/2400	48/2250	57/2400
	39 Rated Torque / r.p.m.	ft lbs	130/1800	144/1500	130/1800	144/1500	130/1800	144/1500	130/1800	144/1500
	40 No.of Cylinder		4							
	41 Bore x Stroke	mm	94x120	87x102.4	94x120	87x102.4	94x120	87x102.4	94x120	87x102.4
	42 Displacement	cc	3331	2434	3331	2434	3331	2434	3331	2434
	43 Fuel Tank Capacity	gal	13							
	44 Transmission Type		HYDRAULIC							
	45 Transmission Stage (FWD/RVS)		1/1							
	46 Operating Pressure (For Attachments)	psi	145							
Specifications and characteristics are subject to change without notice. Please contact us for detailed information.										



FY25

VIPER
LIFT TRUCKS

STANDARD FEATURES

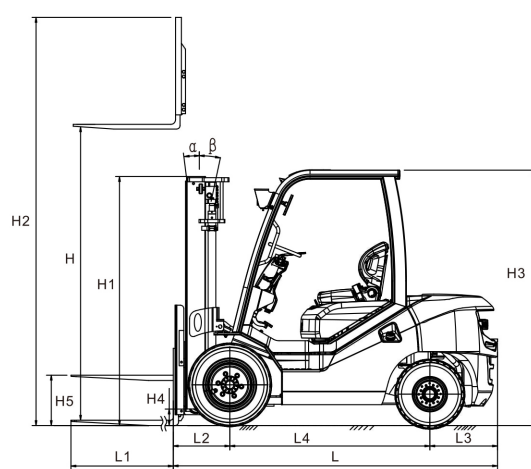
- 5,000lb Base Capacity
- 3 Stage Mast
- Full Free Lift
- 85" Lowered Mast Height
- 189" Max Raised Fork Height
- Premium Air Pneumatic tires
- Backup Alarm
- Rear View Mirrors
- LED Front and Rear Lights
- Integrated LED Turn Signals
- Tilt Steering Column
- Twin USB Power Ports for Electric personal or Business Devices
- Digital Systems Monitor Display
- Rubber Floor mat
- Load Backrest
- 3 Way Hydraulics Plumbed to Carriage
- 12mo/2000hr Manufacturer Warranty

Standard Options Plus:
Side Shifting Fork Positioner
4th Valve
rear view mirror
backup alarm
strobe light
LED Lights
4 year / 4000 hour full warranty
prep
freight

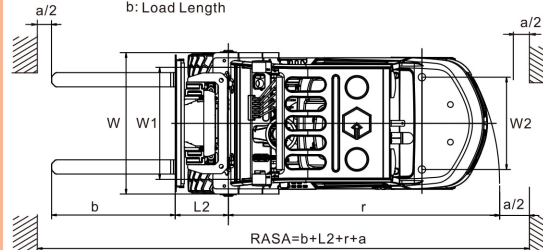
FY25

SPECIFICATIONS

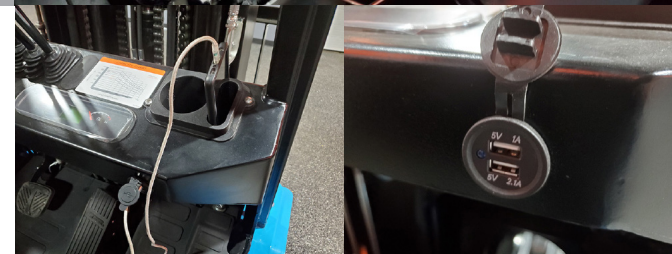
POWER TYPE LPG	LPG (OPTIONAL DUAL FUEL)
BASE CAPACITY	5000 LBS
CAPACITY 24" LC @189"	3900 LBS
SERVICE WEIGHT	9150 LBS
TIRE SIZE (FRONT)	7.00-12-12PR
TIRE SIZE (REAR)	6.00-9-10PR
WHEELBASE	63"
MAST TILT ANGLE (F/R)	6/12
LIFT HEIGHT (3 STAGE)	189"
LOWERED HEIGHT	85"
FREE LIFT	73"
LENGTH (LESS FORKS)	108"
WIDTH	45"
HEIGHT TO OVERHEAD GUARD	84"
TURNING RADIUS	90"
GROUND CLEARANCE	4.33"
MAX GRADABILITY	20%
TRANSMISSION	AUTO
TRANSMISSION SPEEDS	1 FWD / 1 RVS



RASA: Right-Angle Stack Aisle
a: Safety Clearance
b: Load Length



Engine model may vary



VIPER
LIFT TRUCKS

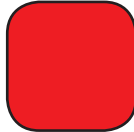
FY25

PICK YOUR COLOR!

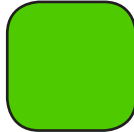
ORANGE



RED



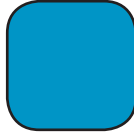
GREEN



ACID GREEN



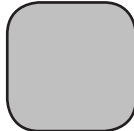
SKY BLUE



ROYAL BLUE



SILVER



FROST GREY



FACTORY INSTALLED OPTIONS*

DUAL FUEL ENGINE

SOLID TIRES (4)

SOLID TIRES (6)

SIDE SHIFTER

SIDE SHIFT FORK POSITIONER

DUAL DRIVE W/WIDE CARRIAGE

FULL SUSPENSION SEAT

CAB W/HEAT, WIPERS, LED LIGHTS

AIR CONDITIONING

DUAL AIR FILTER (N/A W/ CAB)

VERTICAL EXHAUST

FIRE EXTINGUISHER

STROBE LIGHT

REAR WORK LIGHT

4TH VALVE, LEVER AND HOSEING

REAR HORN HANDLE/BUTTON

EATON STEERING



**EXTENDED WARRANTIES AVAILABLE
INQUIRE WITH YOUR REPRESENTATIVE
FOR FURTHER DETAILS**

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LIFT TRUCKS

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New Equipment Plans

Premier Plan Option Covered Components

ENGINE

Includes all internally lubricated parts within the below systems

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Air Intake Hose | <input type="checkbox"/> Accessory Gears | <input type="checkbox"/> Camshaft | <input type="checkbox"/> Camshaft Bearings |
| <input type="checkbox"/> Camshaft Drive Gear | <input type="checkbox"/> Connecting Rods & Bearings | <input type="checkbox"/> Crankshaft Bearings & Gear | <input type="checkbox"/> Crankshaft including Front and Rear Crankshaft Seals |
| <input type="checkbox"/> Cylinder Heads/Head Gasket | <input type="checkbox"/> Cylinder Liners | <input type="checkbox"/> Engine Block | <input type="checkbox"/> Engine Mounts & Supports |
| <input type="checkbox"/> Engine Oil Cooler | <input type="checkbox"/> Engine Speed Controls, Linkages and Cables | <input type="checkbox"/> Fan and Fan Drive | <input type="checkbox"/> Filter Mount |
| <input type="checkbox"/> Flywheel, Ring Gear | <input type="checkbox"/> Front & Rear Engine Covers and Seals | <input type="checkbox"/> Front Damper | <input type="checkbox"/> Fuel Lines |
| <input type="checkbox"/> Fuel Tank | <input type="checkbox"/> Fuel Transfer Pump & Gasket | <input type="checkbox"/> Oil Filler Tube | <input type="checkbox"/> Oil Lines |
| <input type="checkbox"/> Oil Pan & Gaskets | <input type="checkbox"/> Oil Pump | <input type="checkbox"/> Pistons & Rings | <input type="checkbox"/> Pulleys |
| <input type="checkbox"/> Pressure/Temperature Sensors & Sending Units | <input type="checkbox"/> Radiator* | <input type="checkbox"/> Rocker Arm Assembly | <input type="checkbox"/> Thermostats |
| <input type="checkbox"/> Timing Gears | <input type="checkbox"/> Valve Cover and Gasket | <input type="checkbox"/> Water Piping** | <input type="checkbox"/> Water Pump |
| <input type="checkbox"/> Carburetor† | <input type="checkbox"/> Catalytic Converter† | <input type="checkbox"/> Charge Air Cooler† | <input type="checkbox"/> Cold Start Enrichment Systems† |
| <input type="checkbox"/> Diesel Particulate Filter† | <input type="checkbox"/> Diesel Exhaust Fluid Tank and Dispensing System† | <input type="checkbox"/> EGR System Manifold† | <input type="checkbox"/> Electronic Engine Control Module† |
| <input type="checkbox"/> Injection Pump† | <input type="checkbox"/> Injectors† | <input type="checkbox"/> Intake and Exhaust Manifold and Gaskets | <input type="checkbox"/> Propane Regulator† |
| <input type="checkbox"/> Selective Catalytic Reduction System† | <input type="checkbox"/> Sensors, Solenoids & Wiring Harnesses used in these systems† | <input type="checkbox"/> Turbocharger and Gasket† | |

*Excludes: Coolant Reservoir/Recovery Tank

**Excludes: Hoses

†Components Covered after Emission Warranty

ELECTRICAL LIFT COMPONENTS

- | | | | |
|---|---------------------------------------|--|--|
| <input type="checkbox"/> Battery Chargers | <input type="checkbox"/> Drive Motors | <input type="checkbox"/> Drive/Steer Controllers | <input type="checkbox"/> Electric Motors (excluding brushes) |
| <input type="checkbox"/> Power Modules | | | |

TRANSMISSION/AXLES/HYDROSTATICS

All internally lubricated parts including

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Axle Housing | <input type="checkbox"/> Axle Shaft | <input type="checkbox"/> Clutch Disks (Wet Only) | <input type="checkbox"/> Clutch Plates (Wet Only) |
| <input type="checkbox"/> Differential Housing | <input type="checkbox"/> Differential Pinion Gear/Ring Gear | <input type="checkbox"/> Drive Axle Hub | <input type="checkbox"/> Drive Shaft with Universal Joints |

This page does not provide all the details regarding your New Equipment Plan – Premier Plan Option Covered Components - Master Parts Schedule – Industrial Forklifts. Please see page 2 for remaining details.



TRANSMISSION/AXLES/HYDROSTATICS (CONTINUED)

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Drive Shaft Support Bearing | <input type="checkbox"/> External Oil Lines | <input type="checkbox"/> Filler Tubes (Transmission) | <input type="checkbox"/> Final Drive Pinion |
| <input type="checkbox"/> Final Drive Planetary Gears | <input type="checkbox"/> Hydraulic Drive/Travel Motor | <input type="checkbox"/> Hydraulic Drive Pump | <input type="checkbox"/> Hydraulic Transmission-Control Valve |
| <input type="checkbox"/> Hydrostatic/Hydraulic Pump Drives | <input type="checkbox"/> Hydrostatic Motor | <input type="checkbox"/> Hydrostatic Transmission Charge Pump | <input type="checkbox"/> Hydrostatic Transmission Pump |
| <input type="checkbox"/> Internal Lubricated Clutch Housing | <input type="checkbox"/> Internal Transmission Control Linkage | <input type="checkbox"/> Internal Wet Service Brakes | <input type="checkbox"/> Planetary Gear Carrier |
| <input type="checkbox"/> Torque Converter | <input type="checkbox"/> Torque Converter Pump | <input type="checkbox"/> Torque Hubs | <input type="checkbox"/> Transmission Case |
| <input type="checkbox"/> Transmission Gears, Bearings & Shafts | <input type="checkbox"/> Transmission Pump | <input type="checkbox"/> Travel Control Valve | <input type="checkbox"/> Wheel Bearings |

HYDRAULICS

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Brake Master Cylinders | <input type="checkbox"/> Fan Pumps and Motors | <input type="checkbox"/> Hydraulic Cylinders | <input type="checkbox"/> Hydraulic Hoses and Piping |
| <input type="checkbox"/> Hydraulic Motors | <input type="checkbox"/> Hydraulic Oil Coolers | <input type="checkbox"/> Hydraulic Pump | <input type="checkbox"/> Hydraulic Reservoirs |
| <input type="checkbox"/> Hydraulic Valves | | | |

FACTORY INSTALLED HEAT AND AIR CONDITIONING

- | | | | |
|--------------------------------------|-------------------------------------|--|---|
| <input type="checkbox"/> Accumulator | <input type="checkbox"/> Clutch | <input type="checkbox"/> Compressor | <input type="checkbox"/> Condenser |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Evaporator | <input type="checkbox"/> Expansion Valve | <input type="checkbox"/> Heater Core |
| <input type="checkbox"/> Hoses | <input type="checkbox"/> Pulley | <input type="checkbox"/> Seals & Gaskets | <input type="checkbox"/> Temperature Control Programmers and Valves |

ELECTRICAL

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Alternator | <input type="checkbox"/> Electronic Control Modules | <input type="checkbox"/> Electrical Joysticks | <input type="checkbox"/> Electrical Motors |
| <input type="checkbox"/> Gauges | <input type="checkbox"/> Horn | <input type="checkbox"/> Indicators | <input type="checkbox"/> Instruments |
| <input type="checkbox"/> Sensors | <input type="checkbox"/> Solenoid Valves | <input type="checkbox"/> Starter and Starter Solenoid | <input type="checkbox"/> Switches |
| <input type="checkbox"/> Voltage Regulator | <input type="checkbox"/> Wiring Harnesses | | |

This page does not provide all the details regarding your New Equipment Plan – Premier Plan Option Covered Components - Master Parts Schedule – Industrial Forklifts Equipment. Please see page 3 for remaining details.

This Plan excludes protection for any component that is not listed on the "Master 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 Master Parts Schedule, for the Plan Option selected. In the event of an eligible failure, the deductible selected for any New Equipment Specialty Protection Plan will be applied to each eligible failure. Please see the Terms and Conditions document, as issued, for complete Plan details. Note: Dealer installed options are not eligible for reimbursement.

PREMIER EXCLUSIONS

Filters, Belts, Lubricants, Antifreeze, Burnt and/or Pitted Valves, Breathers, Batteries, Loose/Broken bolts, Gas Struts, Electrical Components Not Listed Above, External Hydraulic Seals, Dry Clutches, External O-Rings And Bonded Washers, Hydraulic Quick Couplers, Hose Chafing, and Adjustments.

REQUESTS FOR REIMBURSEMENT THAT INCLUDE STAND-ALONE LEAK FAILURES, MUST INCLUDE PRE-REPAIR PHOTOS

Internal oil seals/gaskets leaking which cause either the need for regular topping up of lubricant between regular service intervals, or a sudden escape of lubricant, may be covered. Internal oil seals/gaskets are oil seals/gaskets which are internal to the machine and do not have a face to the outside air.

External oil seals/gaskets that has oil escaping from an eligible reservoir, sump, housing or gearbox, where the correct level cannot be maintained to ensure proper operation, has developed a drip/run that reaches the ground, will damage surrounding components, or puddle in/on the machine, may be covered so long as the leak is an internal seal/gasket failure and cannot be attributed to wear or contamination. External oil seals/gaskets have an external face and are susceptible to wear and contamination damage. External oil seals/gaskets leaking but not requiring regular topping up of lubricant between regular service intervals, and which are found at service inspection, and have not been previously reported as a fault by the client, are not covered.

This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the contract as issued.

ASE_2015_NEW_INDUSTRIAL_FORKLIFTS_PREMIER_mps_en

Customer Signature

Date

Dealer Signature

Date



Warranty Policy

Main Warranty Coverage Information:

- Standard Warranty Coverage: 12 months or 2,000 hours, whichever occurs first on all factory installed engines, transmissions, steer & drive axles (excluding brake assemblies), carburetor, alternator, starter, speed governor, ring gear, fly-wheel, sensors, hydraulic pump, oil pump, electronic components and torque converters.
- Limited Warranty Coverage: 12 month or 1,000 hours, whichever occurs first on all factory installed hydraulic lift cylinders, hydraulic tilt cylinders, steer cylinders, and control valves.
- Extended Warranty Coverage (if applicable) – 12 month or 4,000 hours, will only cover engine and transmission.

Viper Lift Truck, LLC. Warranty program are valid in the event the new equipment is properly serviced and operated under normal conditions in the work for which they were designed for.

Limitations and Exclusions

The warranty is not applicable for inclusive of any of the following:

Repair or replacement required as a result of accident, (ii) misuse or neglect, (iii) lack of reasonable and proper maintenance, (iv) repairs improperly performed or replacements improperly installed, (v) use of replacement parts or accessories not conforming to Viper Lift Trucks specifications which adversely affect performance and/or durability, (vi) alterations or modifications not recommended or approved in writing by Viper Lift Truck and/or, (vii) wear or ingestion of dirt into engine or hydraulic system due to lack of appropriate maintenance in formal or severe service operation conditions, such as foundries, lumber yards, cement plants or other dusty or severe uses and (viii) deterioration of appearance items due to normal use or exposure. Normal replacement of service items, such as tune-up parts, oil filters and air filters. Normal maintenance service, such as engine tune-ups, fuel system cleaning, and wheel/ brake and clutch adjustments. Tires and tubes. All batteries. All brake components including brake shoes, wheel cylinders, master cylinder, hub seals, and axle seals. Options, accessories and/or attachments not manufactured by Viper Lift Trucks. Vehicles operated outside the continental United States of America. All engine warranties must be filed directly with a certified dealer for that engine type. The engine manufacturer will warranty all claims based on their own limitations and exclusions. Please contact the engine manufacturer for a copy of their warranty policy terms; this information can typically be found on their website. Viper Lift Truck does not take responsibility for any engine-related issues that are otherwise covered by the engine manufacturer's warranty.

Limited Liability

1. Any and all other express, statutory, and implied warranties applicable to the products, including, without limitation, all implied warranties of merchantability and fitness for use, are expressly disclaimed.
2. In no event shall the dealer, its customers or users be entailed to recover incidental or consequential damages, including, but not limited to, damages or inconvenience, rental or replacement equipment, loss of profits, or other commercial loss.
3. Viper Lift Trucks neither assumes nor authorizes any other to assume for it any other liability in connection with the sale or service of the equipment.
4. No modifications, alterations or changes of this limited warranty is permitted or authorized by Viper Lift Trucks, LLC.

Only items covered by Viper Lift Truck's expressed warranty contained in dealership authorization letter, all corresponding and necessary agreement and/or documents are covered by warranty.

Additional items not covered by warranty, but not limited to:

- Additional labor expenses
- Additional working time
- Fast-wear parts like wheels, rollers, bearings, etc.
- Consumable items like batteries, oil, seals, tires, etc.
- Easily-broken parts such as body covers, horn covers, plastic covers.
- Equipment modifications not authorized in writing by Viper Lift Trucks, LLC.
- Damage due to incorrect storage or improper usage.
- Replacement of items by persons who is not the authorized Viper Lift Trucks, LLC. dealership.
- Loss of time, inconvenience, loss of machine use, or other consequential damage.
- Machine transportation costs
- Oil analysis
- Overheating problems caused by debris restricting airflow.
- Shop supply items such as welding, oil-added, etc.
- Environmental charges
- Over capacity, accidents, misuse, negligence, modifications, in lack of performing maintenance per manufacturers schedule.
- Deterioration of gasket, seals, o-rings, electric wiring and connectors, caused by chemicals, sand, or other environmental conditions.
- Damage due to incorrect storage or improper usage.
- Equipment modifications or replacement of items by persons who is not the authorized by dealership.
- The damage due to man-made hazard or error.
- Before a claim can be submitted all service records must be provided to Viper Lift Trucks., LLC.
- Viper Lift Truck LLC., is not responsible for providing or payment rental equipment periods while your truck may be in maintenance due to a covered warranty.

Claim Submission & Process

: Please follow the required actions below when submitting a Viper Lift Truck Warranty claim:

- 1) Contact Viper Lift Truck Warranty Department to let them know that there is a problem with the Viper forklift.
- 2) Once Viper Lift Trucks Warranty has knowledge that there is an issue, they will give authorization for the forklift owner to find a local repair company.
- 3) Once the service company has diagnosed what the problem is, contact Viper Lift Truck Warranty Department with what part is needed to fix the problem.
- 4) At the time that the warranty claim is submitted the following must accompany the submission:
 - Model and Serial Number of the forklift
 - Photo of the hour meter
 - Photo of the failed part
 - Photo of the forklift (front, both sides and rear view)
 - A detailed maintenance history for the unit.
- 5) Once the above items have been completed, the claim will be submitted down to the factory for approval. Approval may take 1-2 business depending on the claim type.
- 6) Once the warranty claim has been approved Viper Lift Truck will send the part to the forklift owner via UPS to be installed by the service company that is hired by the forklift owner.

– Exclusions and Limitations

_Viper Lift Truck, LLC., holds the right to deny any submitted claim where the customer failed to follow provided scheduled maintenance procedures of the equipment. Please refer to the provided Operation and Service Manuals to review maintenance and service procedures.

_ If a claim had been denied or submitted after the coverage program had already expired, the owner and/or customer of the lift truck will thereon assume the responsibility of any and all cost(s) and inspection fee(s) requested per the claim.

_Viper Lift Trucks, LLC., will adhere to all set terms and conditions stated within the coverage program chosen selected by customer. The aforementioned coverage and replacement program of defective part or repair(s) of parts stated per claim will be replaced and provided to the customer and/or buyer of the equipment. Failure to obtain or contact a dealer and adhere to proper maintenance practices in order to complete the repairs will void any additional coverage. Terms and agreement subject to change without notice.

VIPER
LIFT TRUCKS
AUTHORIZED
DEALER



6/25/2023

Chaves Brothers Management, LLC.
Purchasing Department
300 SW 8th St #17
Boca Raton, FL 33432

RE: Chaves Brothers Management, LLC Reseller Authorization

Whom it May Concern,

Chaves Brothers Management LLC is authorized to Viper Lift Truck products to all government agencies. Chaves Brothers Management, LLC works with Viper Lift Trucks to fulfill all Government Procurement needs Nationwide. Please let us know if you have any questions.

Thank you,



Lonnie Bohrer
CFO
Viper Lift Trucks, LLC
<https://www.viperlifttrucks.com/>
941-456-5296

Signature: _____

A handwritten signature in black ink, appearing to be "LB", written over a horizontal line.

Date: 6/25/2023 _____

Return by
10:30 AM on **07/15/2025**Req. No.
ARFQ CTP2500000001**REQUEST FOR QUOTATIONS**

THIS IS NOT AN ORDER

Vendor ♦ Chaves Brothers Management, LLC		Date 6/27/2025		Acct. No.	
Address ♦ 300 SW 8th St #17 Boca Raton, FL 33432		Bid To Be Delivered To: OASA Purchasing Att: Theresa Dorsey One Davis Square, Room 111 Charleston, WV 25310 Fax(304) 558 -2892 submission via wvOASIS is recommended.			
Telephone Number ♦ () 973-224-9955		Goods/Services To Be Shipped To: Center for Threat Preparedness 505 Capitol St. Suite 200 Charleston, WV 25301			
Delivery Requirements		FEIN 85-0716337	Terms Net 30	Delivery Date 120-150 days	F.O.B. Destination
Item Number	Quantity	Description		Unit Price	Amount
		The West Virginia Office of Shared Administration Purchasing (OSA), is soliciting bids on behalf of WV Department of Health (WVDoH), Center for Threat Preparedness to acquire a Bobcat G25E-7 Forklift or equal <i>Questions should be submitted in writing no later than 10:00 am EST on July 3, 2025. Questions should be addressed to Theresa Dorsey via fax at (304)558-2892; USPS or hand delivered to OASA Purchasing One Davis Square, Room 111 Charleston, WV 25310</i> FAXED Bids are acceptable but submission via WVOASIS is encouraged and recommended. **No email bids will be accepted. Bids can be delivered USPS, Couriered or had delivered. If you need assistance, please call OASIS at (855) 666-8823.		38,999.00	38,999.00
				TOTAL	\$ 38,999.00

GENERAL TERMS AND CONDITIONS: The Agency Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this document, Vendor certifies it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

By signing below, I certify that I have reviewed this Requisition for Quotations in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this quotation for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Chaves Brothers Management, LLC - Tyler Chaves

Vendor - Authorized Representative


 Signature of Authorized Representative

Pricing Page

ARFQ CTP2500000001

Bobcat G25E-7 Forklift, or Equal

EXHIBIT A- PRICING PAGE

Line Item	Description of Service		Estimated Quantity	Unit Price	Extended Price
1	Bobcat G25E-7 Forklift, or Equal	3.1.1-3.1.2	1	38,999.00	38,999.00
Grand Total					\$38,999.00