

# SELF-PROPELLED TELESCOPIC BOOMS | ENGINE-POWERED



## OUTSTANDING HORIZONTAL **OUTREACH**

Telescopic booms offer greater horizontal outreach than any other type of aerial platform — perfect for areas with limited access in construction and industrial applications. Genie® telescopic S™-booms are also designed for productivity with the traction and drive speed you need to get around the job site and to the work area. These models reach out horizontally between 31 ft 8 in (9.65 m) and 77 ft 5 in (23.60 m), with working heights of 46 ft (14.20 m) to 91 ft (27.90 m).

### **GREAT FOR TIGHT SPACES**

The 360° continuous rotation turntable rotates full circle for quick and flexible positioning. Minimal tailswing allows you to maneuver in tight work spaces.

### **DUAL-FUEL ENGINE OPTIONS**

Dual-fuel options are available for reliable, on-demand performance with the flexibility for indoor/outdoor applications. A switch on the control panels allows instant choice of gasoline or LPG operation.



### **OUTSTANDING TERRAINABILITY**

A revolutionary patented system automatically senses the terrain and adjusts the axle position based on ground conditions. Positive traction drive maintains equal power to all drive wheels, even if one wheel loses traction in mud, snow or sand. And two- or four-wheel drive options make it easy to drive up loading ramps for transport.

**Genie's revolutionary  
patented active  
oscillation system  
automatically senses  
the terrain and adjusts  
the axle position based  
on ground conditions.**





## SUPERIOR REACH AND POSITIONING

Exceptional horizontal outreach and a rotating, self-leveling platform allow precise positioning exactly where you need to work. For added flexibility, the articulating jib boom option gives you an extra 5 ft (1.52 m) of horizontal or vertical reach and 135° of working range.

## INDUSTRY-LEADING CAPACITY

Increase productivity with the high-capacity S™-60 HC. Its three-person capacity platform holds 750 lbs (340 kg) at the maximum horizontal outreach of 50 ft 10 in (15.48 m) or 1,250 lbs (567 kg) up to 40 ft 8 in (12.39 m). Built-in platform load and position sensing provides automatic active envelope control and peace of mind. The Genie S™-60 and S™-80 models also offer an optional 750 lb (340 kg) capacity configuration with unrestricted outreach of 50 ft 10 in (15.48 m) on the S™-60 and 72 ft 5 in (22.07 m) on the S™-80.



## MAXIMIZE PRODUCTIVITY YEAR-ROUND

Featuring a fixed, four-point track system, the S™-60 Trax and S™-65 Trax models allow operators to maneuver in a diverse range conditions. The rubber tracks provide increased flotation and traction for traveling in mud, sand, snow, gravel, in wet or rough terrain environments, and even on sensitive outdoor surfaces. Because the new Trax models are fixed with four independent tracks, they steer like a wheeled machine to allow maneuvering close to walls and foundations. Plus, each track flexes 23° up and down for a smooth ride during operation and travel. Thanks to a machine width of 8 ft 6 in, Trax models can be transported without over-width permits.

## ENGINE-POWERED MODELS AVAILABLE

S™-40   S™-45   S™-60   S™-60 TRAX   S™-60 HC   S™-65   S™-65 TRAX   S™-80   S™-85



## Features

### EASILY CONFIGURED TO MEET YOUR NEEDS

#### PLATFORM OPTIONS

- Steel 8 ft (2.44 m) (standard)
- Steel 6 ft (1.83 m)
- Steel 6\*\* or 8 ft (1.83 or 2.44 m) tri-entry
- Steel 4 ft (1.22 m)\*\*
- Steel 5 ft (1.52 m)\*\*

#### JIB OPTIONS

- Non-jib
- 5 ft (1.52 m) jib boom

#### POWER OPTIONS

- Ford gas/LPG 75 hp (56 kW)
- Deutz diesel 46 hp (34.3 kW)
- Perkins diesel 51 hp (38 kW)

#### DRIVE OPTIONS

- 2WD
- 4WD

#### AXLE OPTIONS

- Active oscillation
- Non-oscillating

#### TIRE OPTIONS

- Rough terrain air-filled (standard)
- Rough terrain foam-filled
- Rough terrain non-marking (air or foam-filled)
- High flotation air-filled
- Sealant treated air-filled

### STANDARD FEATURES

#### MEASUREMENTS

##### S™-60

- 66 ft (20.30 m) working height
- 50 ft 10 in (15.48 m) horizontal reach
- Up to 500 lb (227 kg) lift capacity

##### S™-65

- 71 ft (21.80 m) working height
- 56 ft 2 in (17.10 m) horizontal reach
- Up to 500 lb (227 kg) lift capacity

#### PRODUCTIVITY

- Self-leveling platform
- Hydraulic platform rotation
- Fully proportional Hall effect joystick controls
- Fuel select switch on platform and ground control panels (Gas/LPG models)
- Drive enable
- AC power cord to platform
- Tilt alarm
- Descent alarm
- Hour meter
- Horn
- 360° continuous turntable rotation
- Positive traction drive
- Two speed wheel motors

#### POWER

- All engines are emissions compliant
- 12 V DC auxiliary power
- Anti-restart engine protection
- Auto engine fault shutdown
- Swing out engine tray
- Deutz intake air heater



### OPTIONS & ACCESSORIES

#### PRODUCTIVITY

- 750 lbs. (340 kg) capacity (S™-60 only)
- Platform swing gate
- Half-mesh platform inserts with swing gate
- Platform top auxiliary rail
- Arc Pro 275™ Heavy-Duty Welder package
- Welder Ready package
- Weld leads to platform
- Air line to platform
- Hydraulic oil cooler
- Fire resistant hydraulic oil
- Biodegradable hydraulic oil
- Basic hostile environment kit
- Deluxe hostile environment kit
- Deluxe aircraft protection package (6 ft platform)
- Thumb rocker steer
- Tool tray
- Fluorescent tube caddy
- Pipe cradle (pair)
- Alarm package
- Panel cradle package
- Platform work lights
- Front driving lights
- Lockable platform control box covers
- Second battery
- Tow package

#### POWER

- Engine gauge package
- AC generator packages (110V/60Hz, 3000W or 220V/50Hz, 2500W)
- Cold Weather Packages
- Arctic Packages
- Diesel scrubber/spark arrestor muffler
- Diesel spark arrestor muffler
- LPG tank 33.5 lb (15.19 kg) capacity
- Additional LPG tank with carrier
- Air precleaner
- Retained key selector switch

\* Available on select models

\*\* Not available on CE machines

#### Working At Height Limited

(Southern Office)  
Amberley Court  
Old Elstead Road  
Milford  
Surrey  
GU8 5EB

Tel: 01483 415 410  
Fax: 01483 417 719

#### Working At Height Limited

(Northern Office)  
The Portergate  
Ecclesall Road  
Sheffield  
South Yorkshire  
S11 8NX

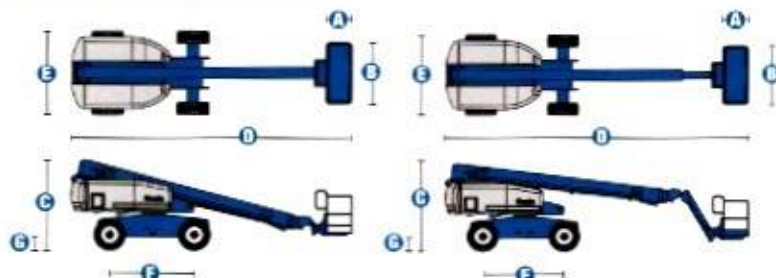
Tel: 0114 209 6206  
Fax: 0114 209 6001

#### Suppliers of:

Powered Access Platforms  
Aerial Work Platforms  
Runabout Access Platforms  
Scissor Lifts  
Articulating Boom Access Platforms  
Telescopic Boom Access Platforms  
Material Lifts  
Telehandlers



# Specifications



MODELS	S™-60		S™-65	
MEASUREMENTS	US	Metric	US	Metric
Working height maximum*	66 ft	20.30 m	71 ft	21.80 m
Platform height maximum	60 ft	18.30 m	65 ft	19.80 m
Horizontal reach maximum	50 ft 10 in	15.48 m	56 ft 2 in	17.10 m
Below ground reach	5 ft 7 in	1.70 m	8 ft 11 in	2.72 m
A Platform length - 8 ft model	3 ft	.91 m	3 ft	.91 m
Platform length - 6 ft model	2 ft 6 in	.76 m	2 ft 6 in	.76 m
C Platform width - 8 ft model	8 ft	2.44 m	8 ft	2.44 m
Platform width - 6 ft model	6 ft	1.83 m	6 ft	1.83 m
G Height - stowed	8 ft 11 in	2.72 m	8 ft 11 in	2.72 m
D Length - stowed	27 ft 11 in	8.51 m	31 ft 2 in	9.50 m
Length - transport (jib tucked under)	—	—	25 ft	7.60 m
E Width (with standard tires)	8 ft 2 in	2.49 m	8 ft 2 in	2.49 m
F Wheelbase	8 ft 2.5 in	2.50 m	8 ft 2.5 in	2.50 m
G Ground clearance - center	1 ft 2.5 in	.37 m	1 ft 2.5 in	.37 m

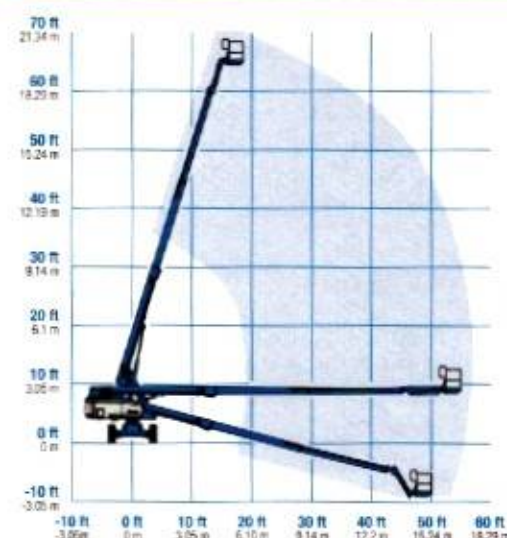
PRODUCTIVITY				
Lift capacity	500 lbs	227 kg	500 lbs	227 kg
Platform rotation	160°		160°	
Vertical jib rotation	—		135°	
Turntable rotation	360° continuous		360° continuous	
Turntable tailswing	4 ft	1.22 m	4 ft	1.22 m
Drive speed - 2WD stowed	4.0 mph	6.4 km/h	4.0 mph	6.4 km/h
Drive speed - 4WD stowed	3.0 mph	4.8 km/h	3.0 mph	4.8 km/h
Drive speed - raised or extended	0.68 mph	1.1 km/h	0.68 mph	1.1 km/h
Gradeability - 2WD - stowed**	30%		30%	
Gradeability - 4WD - stowed**	45%		45%	
Turning radius - inside	7 ft 9 in	2.36 m	7 ft 9 in	2.36 m
Turning radius - outside	18 ft 2 in	5.54 m	18 ft 9 in	5.72 m
Controls	12 V DC proportional		12 V DC proportional	
Tires - RT Lug	355/55D 625		355/55D 625	

POWER				
Power source	Ford DSG-423 4 cylinder gas/LPG 75 hp (56 kW) Deutz D2011L03i 3 cylinder diesel 46 hp (34.3 kW) Perkins 404D-22 4 cylinder diesel 51 hp (38 kW)			
Auxiliary power unit	12 V DC		12 V DC	
Hydraulic tank capacity	45 gal	170 L	45 gal	170 L
Fuel tank capacity	35 gal	132 L	35 gal	132 L

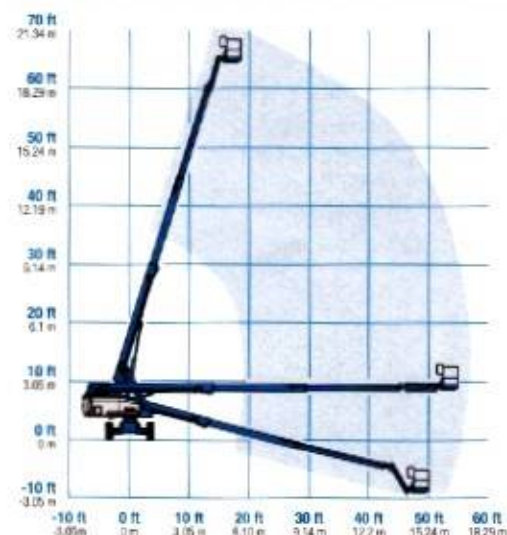
WEIGHT***				
2WD	20,520 lbs	9,308 kg	22,100 lbs	10,024 kg
4WD	20,690 lbs	9,385 kg	22,270 lbs	10,102 kg

**STANDARDS COMPLIANCE** ANSI A92.5, CSA B354.4, CE Compliance, AS 1418.10

## RANGE OF MOTION S™-60



## RANGE OF MOTION S™-65



\* The metric equivalent of working height adds 2 m to platform height. U.S. adds 6 ft to platform height.

\*\* Gradeability applies to driving on slopes, see operator's manual for details regarding slope ratings.

\*\*\* Weight will vary depending on options and/or country standards.

TO: Denmar Correctional Center  
4319 Denmar Road  
Hillsboro, WV 24954

DATE: August 14, 2024

ATTENTION:

**ONE (1) USED 2014 GENIE INDUSTRIES S-65 65' TELE BOOM LIFT W/ 5' JIB S/N S6014A-28927, ID# X140128  
with 2369 approximate hours (From Rental Fleet)**

4 WHEEL DRIVE  
DEUTZ DIESEL ENGINE  
8 FT PLATFORM  
ALARM PKG: BEACON & TRAVEL ALARM

PLATFORM SWING GATE  
ROUGH TERRAIN FF TIRES (PETRO)  
AC GENERATOR 3000W, HYD DRIVEN

**Selling Price:** **\$39,000.00**

**Finance Summary:**  
Selling Price **\$39,000.00**

**Net Selling Price** **\$39,000.00**

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

**STANDARD TERMS:** SUBJECT TO CREDIT APPROVAL: NET 10 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$400.00 DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE UNLESS OTHERWISE NOTED ON THE SALES CONTRACT.

**BY:** Charles J Lambiotte QN: S000209525

**DELIVERY:** **LEAD TIME:** To be determined at the time of order

**ATTENTION:** THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL - INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF AND ANY ATTACHMENTS INCORPORATED HEREIN CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL.



# CONSTRUCTION EQUIPMENT TERMS AND CONDITIONS

## MANUFACTURER'S WARRANTY

The New Equipment or New Parts quoted herein ("New Products") MAY be subject to certain express warranties of that MANUFACTURER. Any MANUFACTURER'S New Product is subject to a warranty if any, SOLELY BY THE MANUFACTURER. CUSTOMER, BY ACCEPTING THIS QUOTATION/OFFER TO SELL, ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS MANUFACTURER'S WARRANTY (WARRANTIES) APPLICABLE TO THE MANUFACTURER'S NEW PRODUCTS.

## USED PRODUCTS

If equipment or parts other than New Products ("Used Products"), are being quoted herein, such Used Products are sold on an AS-IS basis, without any warranty whatsoever, except as may be expressly stated on the face hereof.

## CLEVELAND BROTHERS' WARRANTIES

Cleveland Brothers gives, in respect to the New Products of Cleveland Brothers (i.e., exchange components or assemblies rebuilt by Cleveland Brothers) sold, and work performed, under the terms of this Quotation/Offer to Sell "Work" - SUBJECT TO CUSTOMER'S ADHERENCE TO CUSTOMER'S RESPONSIBILITIES, AS PROVIDED IN THE PARAGRAPH SO TITLED BELOW - the following express warranties:

- 1) Cleveland Brothers warrants the labor involved in any Work to be free from workmanship deficiency that will cause the Product to be defective as follows:
  - a. Flat rate or quoted fixed price Work is warranted for one hundred eighty (180) days from the date such Work is completed;
  - b. Time and material hourly Work is warranted for ninety (90) days from the date such Work is completed; and
  - c. Special terms expressly stated on the face hereof.
- 2) Cleveland Brothers warrants any New Products of Cleveland Brothers that are used in any Work - for one hundred eighty (180) days from the date such Work is completed - to be free from defects in materials and workmanship.
- 3) If any Work fails to conform to these warranties, Cleveland Brothers will, at a location of Cleveland Brothers' choice and during Cleveland Brothers' normal working hours, replace any defective parts or correct any deficiencies in workmanship if such defects or deficiencies in workmanship are verified by the inspection of an authorized Cleveland Brothers employee. Such replacement of parts or correction of deficiencies in workmanship will be initiated as soon, after verification, as manpower and necessary parts and equipment are available to Cleveland Brothers.

## DISCLAIMER OF OTHER WARRANTIES

THE WARRANTIES CLEVELAND BROTHERS GIVES IN THE IMMEDIATELY PRECEDING PARAGRAPH ARE EXCLUSIVE. CLEVELAND BROTHERS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## SAFETY AND HEALTH STANDARDS

Use of the Products ordered herein may require Customer to comply with various federal, state or local laws, rules, regulations, or safety codes including, but not limited to, the Occupational Safety and Health Act ("OSHA"), current regulations and standards applicable under OSHA ("OSHA Standards") and the Federal Coal Mine Health and Safety Act of 1969 ("Coal Mine Act"). CUSTOMER HEREBY ASSUMES THE ENTIRE RESPONSIBILITY FOR THE INSTALLATION OF SAFETY GUARDS AND DEVICES AS FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT) MAY DICTATE, NOTWITHSTANDING THAT CLEVELAND BROTHERS MAY NOT PROVIDE SUCH GUARDS OR DEVICES WITH THE PRODUCTS ORDERED HEREIN. CUSTOMER HEREBY RELEASES CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING FROM ANY USE OF THE PRODUCTS ORDERED HEREIN IN VIOLATION OF THE DICTATES OF ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT).

## DISCLAIMER OF TORT LIABILITY

Customer specifically understands and agrees that Cleveland Brothers, and Cleveland Brothers' officers, agents and employees, shall not be liable in tort - whether based on strict liability, or any other theory of tort liability - for any action or failure to act in respect to the manufacture of the Products quoted herein, or for any action or failure to act in respect to the workmanship involved in Products used in any Work. IT IS THE PARTIES' INTENT AND THE INTENT OF THIS PROVISION TO ABSOLVE AND PROTECT CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL TORT LIABILITY.

## EXCLUSIVE REMEDY AND EXCLUSION OF CONSEQUENTIAL DAMAGES

Customer specifically understands and agrees that Customer's sole and exclusive remedy for breach of warranty, defective Work, tortious conduct or any other cause of action against CLEVELAND BROTHERS or CLEVELAND BROTHERS' officers, agents or employees, if any, shall be as provided in the express warranties contained in the paragraph above titled "CLEVELAND BROTHERS' WARRANTIES." CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, FOR ANY CAUSE WHATSOEVER, OR INJURY TO PERSONS (INCLUDING DEATH RESULTING THEREFROM) OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) SHALL BE AVAILABLE.

## CUSTOMER'S RESPONSIBILITIES

- 1) Customer will at all times operate and maintain the Products in accordance with the instructions outlined in the Maintenance and Operation Instruction Book furnished at time of purchase.
- 2) Any damage to the Products that results from Customer's continued use of the Products after a defect has been recognized by Customer is Customer's sole responsibility and Cleveland Brothers has no responsibility to repair or correct any damage that results from Customer's continued use of the Products after a defect has been recognized by Customer.
- 3) Customer shall be liable to Cleveland Brothers for all expenses incurred by Cleveland Brothers if servicemen are called to the job by the Customer and Customer refuses to permit the requested work to be performed.
- 4) Customer shall make payment for all Products and/or all Work in accordance with the credit and payment policies of Cleveland Brothers that are in effect at the time the Products are sold or the Work is performed.
- 5) Customer grants Cleveland Brothers the right to operate Customer's equipment for purposes of testing or inspecting the Product at Cleveland Brothers' location or at Customer's location.

## OTHER TERMS AND CONDITIONS

1) OFFER AND ACCEPTANCE: This Quotation/Offer to Sell is not an acceptance of the terms and conditions of any prior or subsequent offer or order of Customer and any such terms and conditions are expressly rejected. This Quotation/Offer to Sell is an offer by Cleveland Brothers to Customer. Customer, by accepting this Quotation/Offer to Sell, accepts Cleveland Brothers' offer contained herein and such acceptance of this offer is expressly limited to its terms. Any subsequent submission of an order or similar document to Cleveland Brothers covering the Products or Work quoted herein also constitutes an unqualified acceptance of this offer notwithstanding terms and

conditions in said order or other document to the contrary. Under no circumstances shall any terms and conditions of Customer's business forms that are inconsistent with the terms and conditions of this Quotation/Offer to Sell become part hereof. Upon acceptance, this Quotation/Offer to Sell shall become the final written expression of agreement between Cleveland Brothers and Customer, constituting the entire contract between Customer and Cleveland Brothers and superseding all previous communications, either verbal or written. This Quotation/Offer to Sell may be modified only by a writing signed by a corporate officer of Cleveland Brothers. Reference herein to any order or other communication is only for the purpose of identifying the Products or Work ordered. Notwithstanding the foregoing, Cleveland Brothers reserves the right to correct minor errors and omissions committed by Cleveland Brothers' employee while completing this Quotation/Offer to Sell. This right to correct includes, but is not limited to, sales tax, freight, insurance, filing fees, spelling, serial numbers, legal name, payment dates, etc. Such errors will be unilaterally corrected by Cleveland Brothers.

2) PRICE: The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products and Work shall be Cleveland Brothers' price in effect at the date of acceptance. If transportation charges are not included in the price of the Products and Work, as quoted above, the same shall be paid by Customer upon delivery. Transportation charges shall include all switching, spotting, drayage, demurrage and other transportation charges or taxes incurred at destination. Customer shall pay, in addition to the sales price applicable at the time of delivery, all excise, privilege, occupational, sales, use, personal property and other taxes, whenever due, and in the event the same are paid by Cleveland Brothers, Customer will reimburse Cleveland Brothers for the cost thereof forthwith upon demand by Cleveland Brothers.

3) CUSTOMER'S CREDIT: This Quotation/Offer to Sell contemplates a security interest in the Product, is subject to Cleveland Brothers' approval of Customer's credit on the actual delivery date, and Cleveland Brothers reserves the right to restrict the contract resulting from the acceptance hereof to a cash sale or to specify all credit terms and the security to be given for the extension of credit. Customer shall sign security documents and financing statements as required by Cleveland Brothers. If Customer fails to make payments in accordance with the terms of the contract resulting from this Quotation/Offer to Sell, Cleveland Brothers may at its election defer any further shipments under such contract or terminate this Quotation/Offer to Sell and the contract resulting from the acceptance hereof and in any such case Customer waives all claims against Cleveland Brothers.

4) LATE PAYMENT AND/OR NONPAYMENT BY CUSTOMER: In the event that the invoice applicable to the Products and/or Work described herein is not paid by Customer by said invoice's due date, Customer shall pay a late service charge of up to 3% of the total invoice amount for each month that said invoice remains unpaid. In the event of nonpayment by Customer, the cost incurred by CLEVELAND BROTHERS in collecting the indebtedness, including attorneys' fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to CLEVELAND BROTHERS. The remedies provided by this paragraph are not exclusive and CLEVELAND BROTHERS may elect other remedies at law or in equity.

5) RISK OF LOSS AND TITLE: All risk of loss or damage to the Products shall pass to Customer upon delivery by Cleveland Brothers to a carrier for shipment. Title to the Products shall pass to Customer upon receipt by Cleveland Brothers of payment in full.

6) LAWS GOVERNING - EXCLUSIVE VENUE - STATUTE OF LIMITATIONS - AND SEVERABILITY: This Quotation/Offer to Sell shall be governed by and construed under the laws of the Commonwealth of Pennsylvania notwithstanding delivery by Cleveland Brothers in a state other than Pennsylvania. Any suit by Cleveland Brothers may be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania. The Customer hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania and waives all rights to contest the jurisdiction of these Courts. Any suit by Customer for breach of contract, for any alleged tortious conduct, or any claim whatsoever brought in law or equity must be filed within one year from the date the cause of action accrued or be forever barred. Any such suit by Customer must be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania. If any provision of this Quotation/Offer to Sell shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Quotation/Offer to Sell shall be construed as if such invalid or unenforceable provision had never been contained herein.

7) SECURITY INTEREST: Without waiving any rights to elect to proceed under applicable lien laws, the Customer grants a security interest in the Products furnished hereunder until the agreed price has been fully paid in United States currency; and in the event of a default in payment, Cleveland Brothers shall have all rights of repossession and other rights available to a secured party under the applicable laws. Customer will pay all costs of filing any financing, continuation or termination statement with respect to the purchase money security interest created hereby, and Cleveland Brothers is hereby irrevocably appointed Customer's attorney in fact to do all acts and things which Cleveland Brothers may deem necessary to perfect and continue the perfection of its purchase money security interest in the Product.

8) PRODUCT LINK: In the event equipment is equipped with Product Link, Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Customer understands data concerning equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to enhance service and to improve upon Caterpillar products and services. The information transmitted may include machine serial number, machine location, and operational data, including but not limited to: service meter hours, fault codes, emissions data, fuel usage, software and hardware version numbers, and installed attachments. Caterpillar Inc. recognizes and respects customer privacy. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure.

9) TRADES: Customer warrants and represents to Cleveland Brothers that it has good title to any equipment to be traded in and that at the time of transfer to Cleveland Brothers it shall have full authority and right to trade-in any such equipment. Customer further warrants and represents that any equipment to be traded in is free and clear of any liens, encumbrances, and security interests and/or that it has received authorization from any secured party to dispose of the equipment free of any security interest. Customer hereby agrees to defend, indemnify and hold Cleveland Brothers harmless from any damage, loss, cost, or expense, including reasonable attorneys' fees, caused by, arising from, or related to any claims of anyone with respect to either the title, liens, encumbrances or security interest on or in any equipment being traded in. These warranties and representations shall survive in perpetuity.

Customer: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Manager's Signature: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME</b>	
	<b>PHONE</b> (A/C. No. Ext): (866) 283-7177	<b>FAX</b> (A/C. No.): (800) 363-0105
<b>INSURED</b> Cleveland Brothers Equipment Co. Inc. 4565 William Penn Hwy Murrysville PA 15668-2003 USA	<b>E-MAIL ADDRESS</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Zurich American Ins Co	16535
	<b>INSURER B:</b> American Zurich Ins Co	40142
	<b>INSURER C:</b>	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES** **CERTIFICATE NUMBER:** 570107703255 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO651024732	04/01/2024	04/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPROP AGG \$4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 6510248-32	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		WC651019233	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570107703255

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

West Virginia Department of Homeland Security Division of Administrative Services 1124 Smith Street, 2nd Floor, Suite 2100 Charleston WV 25301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central Inc</i>



# Exhibit A - Pricing Page - Used Model 660SJ Telescopic Boom Lift

Denmar Correctional Center and Jail

ARFQ 0608 DCR25

Section:	Item Description	Per Item Cost	Quantity	Extended Amount
3.1.1	Contract Item 1: Used Model 660SJ Telescopic Boom Lift or Equal	39,000.00	1	\$39,000.00
Overall Total Cost				\$39,000.00

Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.

Vendor Name:	CLEGGAN BROTHERS EQUIPMENT CO.
Vendor Address:	5300 PAXTON STREET WARRENSBURG PA 17111
Email Address:	CLEGGANBROTHERS.COM
Phone Number:	717 443 3284
Fax Number:	717 544 3809
Signature:	Christopher Clegg



REQUEST FOR QUOTATION

ARFQ 0608 DCR2500000004

Telescopic Boom Lift for  
Denmar Correctional Center and Jail

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8 MISCELLANEOUS:

- 8.1 **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:	CHRIS SULLIVAN
Telephone Number:	717 443 3284
Fax Number:	717 564-3804
Email Address:	CSULLIVAN@CLEVELANDBROTHERS.COM

## REQUEST FOR QUOTATION

**ARFQ 0608 DCR2500000004**

### **Telescopic Boom Lift for Denmar Correctional Center and Jail**

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- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Item shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for an item 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 item.

## **7 VENDOR DEFAULT:**

- 7.1** The following shall be considered a Vendor default under this Contract.

- 7.1.1** Failure to provide Contract Item in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

- 7.2** The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.



## ADDENDUM ACKNOWLEDGEMENT FORM

### SOLICITATION NO.:

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 checked="" 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.

CLEVELAND BROTHERS EQUIPMENT CO. INC  
Company

Christopher Sullivan  
Authorized Signature

8.16.24  
Date

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

**ADDITIONAL INFORMATION**

The West Virginia Department of Homeland Security -  
Division of Administrative Services (DAS) is soliciting bids on behalf of the West Virginia Division of Corrections and Rehabilitation (DCR) for Denmark Correctional Center and Jail to establish a contract for one time purchase of a Used Telescopic Boom Lift. The facility is located at 4319 Denmark Road, Hillsboro, WV 24946.

Please address questions during the question period to David Ferrell at David.A.Ferrell@wv.gov.

INVOICE TO				SHIP TO			
DENMAR CORRECTIONAL CENTER 4319 DENMAR RD				DENMAR CORRECTIONAL CENTER 4319 DENMAR RD			
HILLSBORO		WV		HILLSBORO		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Used Model 660SJ Telescopic Boom Lift	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101804			

**Extended Description:**

Used Model 660SJ Telescopic Boom Lift

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions Deadline	2024-08-12





State of West Virginia  
Agency Request for Quote

<b>Proc Folder:</b> 1483259			<b>Reason for Modification:</b>
<b>Doc Description:</b> Telescopic Boom Lift			
<b>Proc Type:</b> Agency Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-08-06	2024-08-19 10:30	ARFQ 0608 DCR2500000004	1

**BID RECEIVING LOCATION**

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** CLEVELAND BROTHERS EQUIPMENT CO  
**Address :** 5300 PAYTON ST  
**Street :**  
**City :** HARRISBURG PA 17111  
**State :** Country : OARPHIN Zip :  
**Principal Contact :** CHRIS SULLIVAN  
**Vendor Contact Phone:** 717-443-3284 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David A Nolawski  
304-352-0220  
david.a.nolawski@wv.gov

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

**DATE**

8-16-24

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

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

CHRISTOPHER SULLIVAN  
(Printed Name and Title)  
5300 PAYTON ST HARRISBURG PA 17111  
(Address)  
717-443-3284  
(Phone Number) / (Fax Number)  
CSULLIVAN@CLEVELANDBROTHERS.COM  
(E-mail address)

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

CLEVELAND BROTHERS EQUIPMENT CO.  
(Company)

Christopher Sullivan  
(Signature of Authorized Representative)

CHRISTOPHER SULLIVAN GOVERNMENTAL SALES MANAGER  
(Printed Name and Title of Authorized Representative)

8.16.24  
(Date)

717-443-3284 717-564-3809  
(Phone Number) (Fax Number)



**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.