

**EXHIBIT A – Pricing Page
ARFQ DCR240000064
Clark NPX 22 Forklift or Equal**

Section	Description	Make and Model if bidding an or Equal	Unit of Measure	Quantity	Unit Cost	Extended Cost
3.1.1	Clark NPX 22 Forklift or Equal	Hyundai Model 23BRP-9	EA	1	\$ 41,199.00	\$ 41,199.00
					Overall Total Cost	\$ 41,199.00

Vendor must complete and return this Pricing Page.

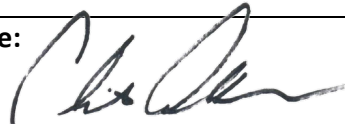
Any product or service not on the Agency provided Pricing Page will not be allowable. The State cannot accept an alternate Pricing Page, failure to use Exhibit A Pricing Page will lead to disqualification of vendor's bid. No future use of the Contract or any individual item is guaranteed or implied.

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

BIDDER /VENDOR INFORMATION:

Vendor Name:	Advanced Material Handling, LLC
Address:	6000 Plummer Road SW
City, St. Zip:	Atlanta, GA 30336
Phone No.:	678-410-3887
Email Address:	candrews@advancedmh.com

Vendor Signature:



Date: 12/12/2023



State of West Virginia
Agency Request for Quote

Proc Folder: 1333396
Doc Description: Clark NPX 22 Forklift or Equal
Reason for Modification:
Proc Type: Agency Purchase Order

Table with 4 columns: Date Issued, Solicitation Closes, Solicitation No, Version. Row 1: 2023-11-29, 2023-12-13 14:30, ARFQ 0608 DCR2400000064, 1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:
Vendor Name : Advanced Material Handling, LLC
Address : 6000
Street : Plummer Road SW
City : Atlanta
State : GA Country : USA Zip : 30336
Principal Contact : Clint Andrews
Vendor Contact Phone: 678-410-3887 Extension:

FOR INFORMATION CONTACT THE BUYER
James W Atkins
(304) 352-4319
james.w.atkins@wv.gov

Vendor Signature X [Signature] FEIN# 27-1938724 DATE 12/12/2023

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

ADDITIONAL INFORMATION

The West Virginia Department of Homeland Security, Division of Administrative Services is soliciting bids on behalf of the West Virginia Department of Corrections and Rehabilitation - Mt. Olive Correctional Complex and Jail (MOCC&J) to Purchase a Clark NPX 22 Forklift or Equal

INVOICE TO		SHIP TO	
MT OLIVE CORRECTIONAL CENTER ONE MOUNTAINSIDE WAY		DIVISION OF CORRECTIONS	
MT OLIVE WV		MT OLIVE CORRECTIONAL CENTER 1 MOUNTAINSIDE WAY	
US		MT OLIVE WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Item #1: Clark NPX 22 Forklift or Equal	1.00000	EA	\$41,199.00	\$41,199.00

Comm Code	Manufacturer	Specification	Model #
24101603	Hyundai		23BRP-9

Extended Description:

Contract Item #1: Clark NPX 22 Forklift or Equal

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Questions Due 2:00pm EST	2023-12-06

	Document Phase	Document Description	Page
DCR240000064	Final	Clark NPX 22 Forklift or Equal	3



Advanced Material Handling, LLC
6000 Plummer Road SW
Atlanta, GA 30336
Phone: 678-410-3887
Fax: 404-371-6871

To: Mount Olive Correctional Complex
1 Mountainside Way
Mt. Olive, WV 25185

Date: December 12, 2023
Quote #: 2021212-1

GSA CONTRACT QUOTE

CONTRACT# GS-07F-0293X

We respectfully submit this quotation for the following NEW Hyundai 4,500 lb capacity Electric Reach Lift Truck (1 each):

HYUNDAI MODEL 23BRP-9, 4,500 lb. Capacity Electric Reach Lift Truck, quality engineered with the following specification:

- Electric 36 Volt – Includes 36v Battery and 36v Charger
- Heavy Duty Integral Side-Shifter
- Multifunction Control Handle
- High Strength Unitized Frame Design
- Rugged Single Reach Pantograph
- All “AC” Powered Systems



Photo may portray optional equipment not included in your quotation.

Mast 3-Stage (FSV) mast with full free lift. Mast specifications:
Maximum Fork Height - 240"
Overall Lowered Height - 107"
Free Lift – 59" with standard Load Backrest

Lifting Capacity Base Model Capacity - 4,500 lbs. lbs. @ 24" load center

Forks	Forks 42" x 4" x 1.75" Class II	
Load Backrest	48" High	
Attachments	4th Spool valve and assembly for Heavy Duty Side-Shifter	
Battery Compartment	18.0" (L) x 38.40" (W) x 31" (H)	
Included Options	42" Wide Inner Dimensions (53" from outside Baseleg to outside of Baseleg) Two (2) Front Facing Headlights Back-up Alarm LCD Dash Display Strobe Light Rear LED Blue Spotlight Back-up Alarm UL (Underwriter's Laboratories) Safety Approved Type "ES" Rating Heavy Duty 36v Industrial Battery with 5-Year Full Warranty Heavy Duty 36v Industrial 1-Phase (480VAC) Charger with automatic start/stop and automatic equalize features	
Warranty	36 Months or 4,000 hours whichever occurs first: Basic 36 Months or 4,000 hours whichever occurs first: Powertrain Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Hyundai lift truck standard or powertrain warranty.	
Investment	GSA SIN# 629-01A ITEM# 17-298-01D – Customer Cost per Unit Destination – Mt. Olive, WV \$41,199 Each Includes all freight, local dealer prep service, delivery to destination at no additional charge to the government	
Terms and Conditions	Payment: Net 30 Days F.O.B.: Destination Delivery Currently 20-21 Weeks - As of 12/12/2023	
GSA Info	Advanced Material Handling, LLC GSA Contract# GS-07F-0293X expires 02-28-2026, WAWF Certified, TIN# 27-1938724, DUNS# 96-2195942, Cage Code 5YZD4, SAM.GOV Registered, Business Size: Small Business Phone 678-749-7798, Fax 404-371-6871. E-Mail: candrews@advancedmh.com	

GSA CONTRACT NUMBER GS-07F-0293X EXPIRES 02-28-2026

*******WE ARE A SMALL BUSINESS*******

Sincerely,
Advanced Material Handling, LLC

By: *Clint Andrews*

Phone: 678-410-3887

Fax: 404-371-6871

Title: Government Contract Administrator

Accepted:
Mount Olive Correctional Complex

By: _____

Name: _____

Title: _____

Date: _____

STATE OF WEST VIRGINIA
PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code § 15A-3-14, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code § 61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: ADVANCED MATERIAL HANDLING, LLC

Authorized Signature: [Signature] Date: 12/12/2023

State of Georgia

County of Henry, to-wit:

Taken, subscribed, and sworn to before me this 12 day of December, 2023

My Commission expires 8-29, 2026



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 03/09/2019)

Request for Quotation
ARFQ 0608 DCR240000064
Clark NPX 22 Electric Narrow Aisle Forklift or Equal

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Department of Homeland Security - Division of Administrative Services (DAS) is Soliciting bids on behalf of the West Virginia Division of Corrections-Correctional Industries to establish a contract for the one-time purchase of a Clark NPX 22 Electric Narrow Aisle 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 wvOASIS 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 Division of Administrative Services (DAS).

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 **Clark NPX 22 Electric Narrow Aisle Forklift or Equal**
 - 3.1.1.1 Forklift must be a Narrow Aisle Reach truck.
 - 3.1.1.2 Forklift must be in new condition. Vendor Bidding Items that listed as used, pre-owned (used), refurbished, or like new will be disqualified.
 - 3.1.1.3 Frame width must be a maximum of 42" inches.
 - 3.1.1.4 Length of forklift must be a maximum of 93" inches to include forks.
 - 3.1.1.5 Forklift must have an overhead guard at a maximum of 96" inches.
 - 3.1.1.6 Forklift must be electric and include charging station.
 - 3.1.1.7 Must provide on-site service and parts availability within 48 hours.
 - 3.1.1.8 Stoke length of Boom must be a minimum of 23" inches.
 - 3.1.1.9 Forklift Boom/Forks must extend, Tilt, and Shift Left and Right.
 - 3.1.1.10 Mast must extend to a minimum of 240" inches; maximum 258" inches.
 - 3.1.1.11 Tilt of forks must be minimum of 4 degrees up, and 3 degrees down.
 - 3.1.1.12 Forks must shift left and right a minimum of 4" inches from center.
 - 3.1.1.13 Forklift must include Safety warning Lights, and Operating Lights.

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Clark NPX 22 Electric Narrow
Aisle Forklift or Equal

- 3.1.1.14 Forklift must have a minimum of 4,000lb Lifting Capacity.
- 3.1.1.15 Forklift must have a maximum of 4,500lb Lifting Capacity
- 3.1.1.16 Forklift must have Forward and Reverse Steering.
- 3.1.1.17 Forklift must have Solid Tires for Drive and Steer.
- 3.1.1.18 Forklift must have Emergency Stop Switch.
- 3.1.1.19 Forklift must have rear view mirror.
- 3.1.1.20 Forklift must have a back-up alarm warning device.
- 3.1.1.21 Forklift must have strobe warning lights.
- 3.1.1.22 Must include a minimum of a 12-month warranty.
- 3.1.1.23 Must include operator's manual, parts manual, and service manual.
- 3.1.1.24 Delivery must be included in the price.

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.

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 overall total cost as shown on the Pricing Page. WV Correctional Industries 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 Clark NPX 22 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 electronically enter the information into the Pricing Page or through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address: James.w.atkins@wv.gov

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:

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6.1 Delivery Time: Vendor shall deliver standard orders within 40 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:

Mount Olive Correctional Complex
1 Mountainside Way
Mt. Olive, WV 25185

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.**

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. The 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 a refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 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

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- 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 the 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.
- 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:	Clint Andrews
Telephone Number:	678-410-3887
Fax Number:	
Email Address:	candrews@advancedmh.com