

QUOTATION

To:
Mt Olive Correctional Center
One Mountainside Way
Mt Olive, WV 25185
Attention: James Atkins



Date: 12/13/2023
Quote #: FB 00062
Salesperson: Frankie Ball

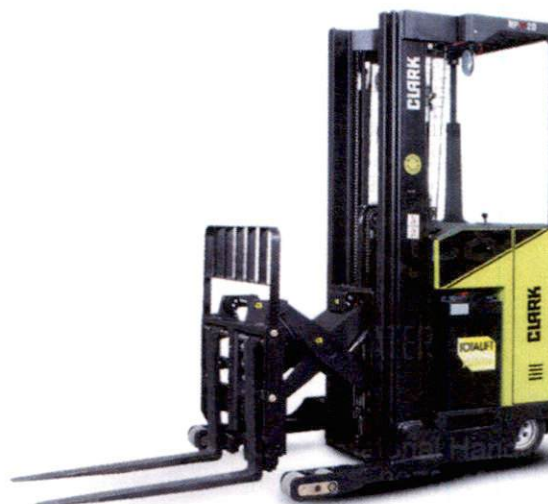
C & B Material Handling, LLC
2070 Winfield Road
St. Albans, WV 25177

NEW CLARK NPX

Base Capacity: 4,500 lb

Standard Features

36 Volt AC Control
UL "E" Construction
Power Steering
33" Tilting Carriage
48" Load Backrest
42" Pallet Forks
42" ID Outriggers
13.0" X 5.5" Polyurethane Drive Tire
5" X 3.75" Load Wheels
38.75" W x 18.5" L x 32" H Battery Compartment with
Battery Discharge Indicator
Hour Meter
Lift Interrupt and CLARK Green Finish
Standard Warranty is 2 Year / 4,000 Hours on Basic Truck, 3 Years / 6,000 Hours on Major Components
(See Owner Protection Warranty Certificate for complete details)



Options Included In This Proposal

Voltage	36 Volt
Upright Height	Triple Stage MFH 210" OHL 95" FL 60"
Carriage or Integral Sideshifter	33" Wide w/Sideshifter - 6" Total Sideshift
Load Backrest	33" Wide x 48" High
Forks	42" x 4" x 1.75"
Drive Tires	Polyurethane - 13.0" x 5.5"
Load Wheels	5.0" x 3.75" Articulating Polyurethane w/o Toe Guards
Outriggers	Outrigger 42" ID x 53" OD
Front Work Lights	Two Adjustable LED Headlights - OHG Mounted
Rear Work Light	LED Rear Work Light
Warning Light	Amber Strobe Light - LED
Travel Alarm	Audible Back-Up Alarm
Battery Compartment	38.75" x 18.5" x 32.0"
Battery Connector	SB350 Grey - Position "B" - 14" Lead Length
Paint	Clark Green
Warranty	Standard - 2 Years / 4,000 Hours on Basic Truck, 3 Years / 6,000 Hours on Major Components (See Owner Protection Warranty Certificate for Complete Details)

Lights - Stop / Tail / Back-Up
Rear View Mirror (Half Dome)
Owner's Manual
Parts Manual
Service Manual

**Charger
Battery**

Hawker PTOM3 *Electrical connection – 480V/3ph*
Hawker Power Line 18-125F-17
875Ah, 36V, 2,412lbs, 5 Year Warranty

Quote Price:

Quantity (1) : \$ 54,134.00*
Grand Total: \$ 54,134.00

TERMS FOR ACCEPTANCE OF PROPOSAL AND ATTACHMENTS

Terms: Net 15 Days

This Quote does not include sales tax if applicable

FOB: Delivered

Estimated DOD : 39 - 41 Weeks

ACCEPTANCE AS CONTRACT OF SALE

Acceptance:

Mt Olive Correctional Center
James Atkins

Authorized Dealer:

C & B Material Handling, LLC
Frankie Ball

Authorized Signature

Sales Representative

Date: _____

PO No.: _____

This transaction will be governed by the attached terms and conditions of sale, which are also available on our website at <https://cbmaterialhandling.com/>

C & B Material Handling, LLC - Terms and Conditions of Sale

Applicability. These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by C & B Material Handling, LLC ("Seller") to the buyer named on the reverse side of these Terms ("Buyer"). The accompanying quotation (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

Delivery. The goods will be delivered within a commercially reasonable time after the execution of this Sales Confirmation, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit. Seller shall deliver the Goods to Buyer at one of Seller's stores or, if agreed to by the parties in writing, the Buyer location listed on the Sales Confirmation (the "Delivery Point"). Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. Regardless of Delivery Point, Buyer shall be responsible for all applicable shipping and loading charges, including insurance, to complete delivery of the Goods, and shall provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

Price. Buyer shall purchase the Goods from Seller at the applicable price or prices set forth in the Sales Confirmation (the "Prices"). All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

Payment Terms. Buyer shall pay all invoiced amounts due to Seller upon execution of the Sales Confirmation unless otherwise agreed to in writing by the parties. Buyer shall make all payments hereunder by wire transfer, credit card or check and in US dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under South Dakota law.

Assumption of Risk, Waiver of Subrogation & Indemnification: BUYER ASSUMES THE RISK OF ANY AND ALL DAMAGE OR INJURY TO PERSONS OR PROPERTY OF ANY KIND OR NATURE, INCLUDING WRONGFUL DEATH, CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE GOODS ONCE IN THE POSSESSION OF THE BUYER. BUYER, FOR ITSELF AND ITS INSURANCE CARRIERS, WAIVES ANY AND ALL RIGHTS OF SUBROGATION AGAINST SELLER. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AGAINST ANY AND ALL LOSSES AND DAMAGES OF WHATEVER KIND INCURRED BY SELLER, INCLUDING ATTORNEYS' FEES, RELATING TO ANY CLAIM OF A THIRD PARTY OR SELLER ARISING OUT OF OR OCCURRING IN CONNECTION WITH BUYER'S USE OF GOODS OR NEGLIGENCE.

Disclaimer of Warranty and Limited Liability. EXCEPT AS TO ANY WARRANTY OFFERED BY THE MANUFACTURER, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SALE OF THE GOODS HEREUNDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Miscellaneous. SELLER IS NOT A FEDERAL GOVERNMENT CONTRACTOR OR SUBCONTRACTOR. SELLER CANNOT ACCEPT OR AGREE TO ANY TERMS OR CONDITIONS THAT WOULD IMPOSE SUCH STATUS ON IT. ACCORDINGLY, THE PARTIES AGREE AND REPRESENT THAT THE GOODS SELLER WILL PROVIDE HEREUNDER ARE NOT, IN WHOLE OR IN PART, FOR USE IN, OR NECESSARY TO, THE PERFORMANCE OF A FEDERAL GOVERNMENT CONTRACT OR SUBCONTRACT. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of South Dakota. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of South Dakota in each case located in the City of Sioux Falls and County of Minnehaha, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to law and enforced as amended. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller.

**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		EA	1	\$54,134	\$ 54,134.00
					Overall Total Cost	\$ 54,134.00

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:	C&B Material Handling
Address:	2070 Winfield Road
City, St. Zip:	St. Albans, WV 25177
Phone No.:	304-755-8111
Email Address:	ballf@cbequipment.com

Vendor Signature: 

Date: 12/13/2023

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: C&B Material Handling

Authorized Signature: Jeanette Blum Date: 12/13/2023

State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 13th day of December, 2023

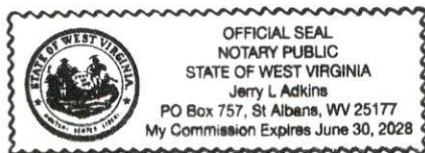
My Commission expires June 30, 2028.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 03/09/2019)





State of West Virginia
Agency Request for Quote

Proc Folder: 1333396			Reason for Modification:
Doc Description: Clark NPX 22 Forklift or Equal			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-11-29	2023-12-13 14:30	ARFQ 0608 DCR2400000064	1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name : C & B Material Handling

Address : 2070 Winfield Rd

Street :

City : St. Albans

State : WV **Country :** USA **Zip :** 25177

Principal Contact : Frankie Ball

Vendor Contact Phone: 304-755-8111 **Extension:** 357

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

Vendor Signature X *Frankie Ball* **FEIN#** 41-1992021 **DATE** 12/13/23

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 CORRECTIONAL CENTER 1 MOUNTAINSIDE WAY	
MT OLIVE US	WV	MT OLIVE US	WV

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

Comm Code	Manufacturer	Specification	Model #
24101603			

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 3
DCR2400000064	Final	Clark NPX 22 Forklift or Equal	

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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 Agency.

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. 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.

3A. 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:	Yes
BUYER:	James Atkins James.w.atkins@wv.gov
SOLICITATION NO.:	ARFQ 0608 DCR240000064
BID OPENING DATE:	12/14/2023
BID OPENING TIME:	10:00am EST
FAX NUMBER:	304-558-1426

4. 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.

5. 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.

6. 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. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm’s bid being rejected.

7. **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.

8. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.

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

10. **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.

11. **NON-RESPONSIBLE:** The Director of Administrative Services reserves the right to reject the bid of any vendor as Non-Responsible, 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.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part.

13. **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, 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 Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency 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:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 Division of Administrative Services.

2.5. **"Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

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

2.8. **"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 the date indicated on the awarded contract and extends for a period of _____ year(s).

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.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 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, and Attorney General's office.

6. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

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

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

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.

<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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.

7. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured 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.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful 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.

9. **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

10. **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.

11. **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.

12. **PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

13. **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.)

14. **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 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.

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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 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.

25. **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.

26. 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.

27. 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.

28. 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>

29. 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 the State of West Virginia 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 Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency 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.

30. LICENSING: In accordance with applicable law, 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 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.

31. 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.

32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

33. 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.

34. 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.

35. PURCHASING AFFIDAVIT: In accordance with West Virginia Code, 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

36. 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.

37. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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 Agency.

38. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

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.

Frankie Bell, Sales Representative
(Name, Title)
Frankie Bell, Sales Representative
(Printed Name and Title)
2070 Winfield Rd, St. Albans, WV 25177
(Address)
304-755-8111 / 304-755-7544
(Phone Number) / (Fax Number)
bill@cbequipment.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 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.

C & B Material Handling
(Company)
[Signature] Sales Rep.
(Authorized Signature) (Representative Name, Title)
Frankie Bell Sales Representative
(Printed Name and Title of Authorized Representative)
12/13/2023
(Date)
304-755-8111 / 304-755-7544
(Phone Number) (Fax Number)

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.

C & B Material Handling
Company

Frank Bell II
Authorized Signature

12/13/2023
Date

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

NPX

REACH TRUCK

3000 / 3500 / 4000 / 4500 LBS
[1350 / 1600 / 1800 / 2000 KG]

CLARK
THE FORKLIFT

NPX 17

CLARK

CLARK



TRAINING
HOPE

FEATURES AND BENEFITS

*WHERE OPERATOR COMFORT AND
SAFETY MEETS DURABILITY*

- Fast and Efficient Operation
- Advanced Technology
- Tight Turning Radius
- Reach Heights Over 400"
- Ergonomic Operator Compartment
- Strong mast for superior control
- True Multi-Function Control

CONTACT YOUR LOCAL CLARK DEALER TODAY!

Request for Quotation
ARFQ 0608 DCR2400000064
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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ARFQ DCR2400000064
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:

Request for Quotation
ARFQ 0608 DCR2400000064
Clark NPX 22 Electric Narrow Aisle Forklift or Equal

- 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

REQUEST FOR QUOTATION
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Clark NPX 22 Electric Narrow
Aisle Forklift or Equal

- 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:	Frankie Bell
Telephone Number:	304 - 755 - 8111
Fax Number:	304 - 755 - 7544
Email Address:	bellf@cbequipment.com

NPX

15D/17/20/22

ELECTRIC 24/36 VOLT
3000 / 3500 / 4000 / 4500 lbs.
(1350 / 1600 / 1800 / 2000 kg)



CLARK



Reliable Performance with State of the Art Technology

The CLARK NPX 100% AC design, matched with energy-efficient components, delivers improved acceleration, travel and lifting speeds, increasing productivity. Operators have greater control to move product with more confidence. Reliable components require less service lowering overall costs.

65°

The NPX operator compartment and controls are designed with the operator standing at 65 degrees from center. This provides the widest range of flexibility and visual confirmation when traveling and handling loads to maximize productivity

Maximum Visibility + Minimum Fatigue =
Increased Safety & Product Integrity

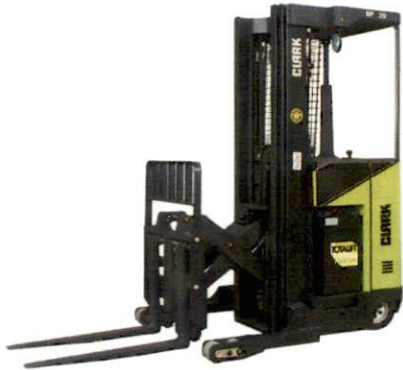
The operator compartment is designed with comfort and productivity in mind. The contoured full-support backrest, padded armrest and tiller position are fully adjustable to customize the operator compartment reducing fatigue and maximizing productivity.

Silent-staging upright helps to reduce shock and vibration. Nested I-beam rails provide strength and rigidity. Cylinder and hose routing design provides open field of vision improving operator confidence.



NPX Performance and Safety in Mind

Rugged and reliable the new CLARK NPX series forklift trucks offer superior controllability, excellent front and rear visibility and high-speed operation to help increase productivity and profit while at the same time helping to improve operator safety. And maintenance has been made easier than ever. For increased performance, count on the CLARK NPX.



NPX CAPACITY

NPX 15D 3,000 lbs

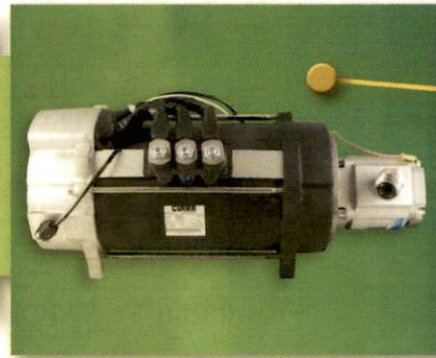
NPX 17 3,500 lbs

NPX 20 4,000 lbs

NPX 22 4,500 lbs

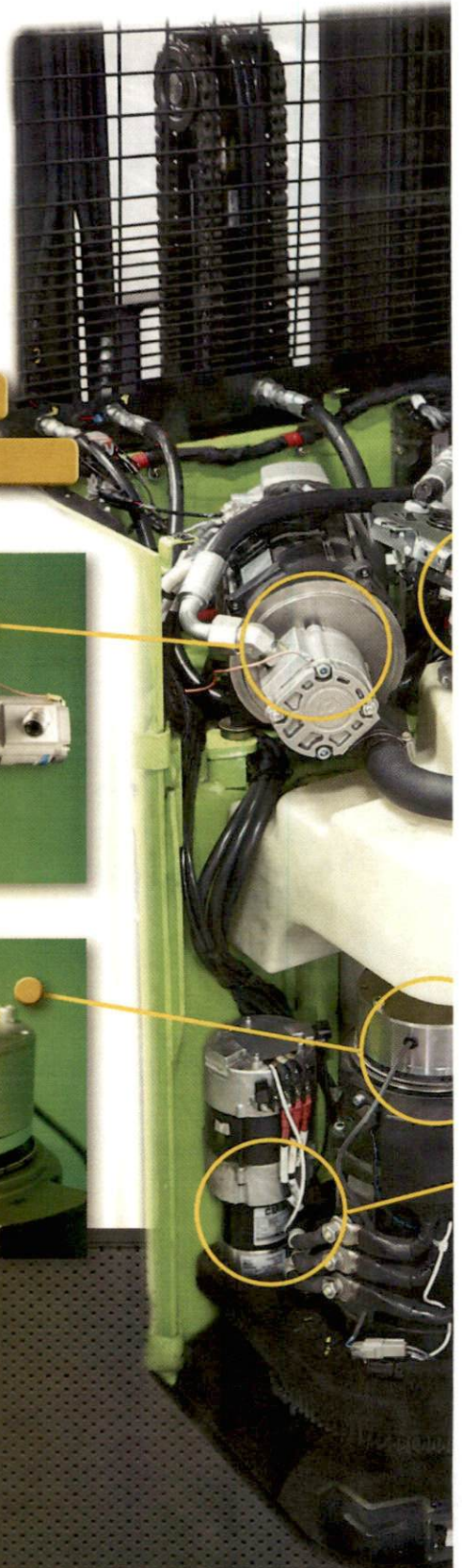
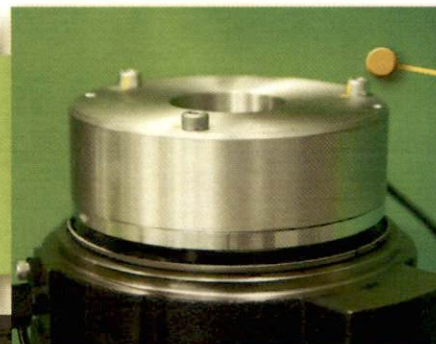
STATE OF THE ART TECHNOLOGY

- Advanced 100% AC motors and controllers.
- Electro-mechanical brakes.
- Electronic speed-sensitive power steering.
- High efficiency hydraulic system.



BRAKING

- Primary (electric) braking provided through electronic controller.
- Service brake engages automatically at zero travel.
- Electro-mechanical brake reduces components and complexity.
- Smooth, consistent braking in all load and travel conditions.

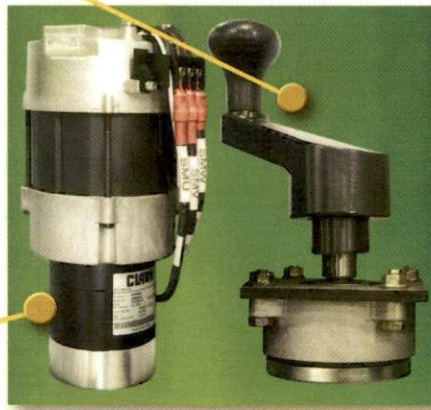
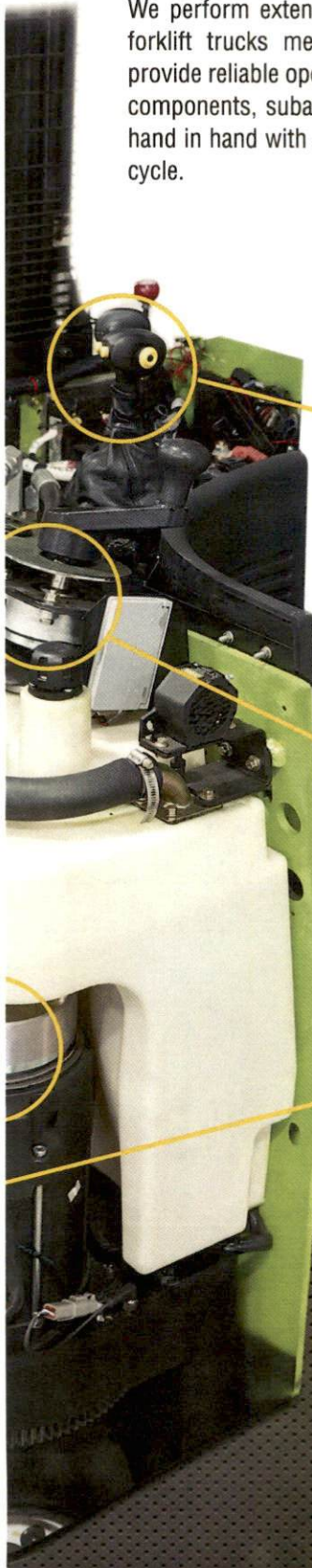
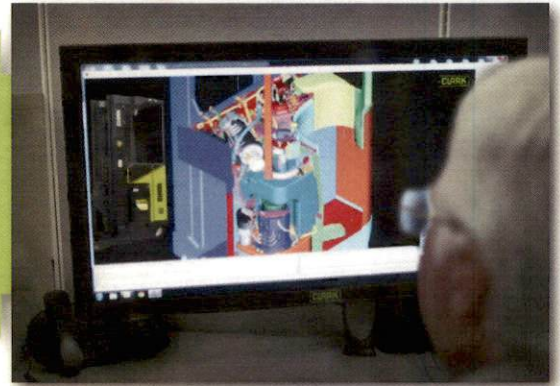


CALL OR VISIT CLARK TO LEARN MORE ABOUT THE NPX SERIES

North American Headquarters
866-252-5275 • www.clarkmhc.com

Design and Testing

At CLARK Material Handling Co. we have learned from over one hundred years designing and building forklifts that they need to be designed from the ground up to be reliable. We perform extensive testing to ensure that our electric forklift trucks meet high environmental standards and provide reliable operation in most environments. Testing of components, subassemblies and complete products goes hand in hand with all phases of the design and production cycle.



TRUE MULTIFUNCTION CONTROL

CLARK Designed Control Handle

- 3-Function design allows simultaneous operation of (1) travel, (2) lift or lower AND (3) one additional hydraulic function.

Integrated Mini-Thumbstick

- Controls Tilt & Reach + Side Shift.

Makes for One Smooth Operator

- Handle is 100% proportional using (solid state) Hall-effect components.
- Designed to fit a wide range of hand sizes and still give that "custom fit" feel for better ergonomics and less operator fatigue.

ELECTRONIC STEERING

- Speed-sensitive steering provides optimal control when transporting or positioning loads.
- Self-centering function aligns drive wheel at key-on.
- Tiller can be placed in preferred position by individual operator.
- Quiet and energy efficient.

Standard Equipment

- Key switch
- Load backrest extension
- Electronic horn
- Rear overhead guard post protection
- Heavy-duty battery rollers
- Battery retainers
- Lever type battery connect-disconnect
- Metal capacity plate

Available Equipment

- Side shifter
- Freezer conditioning
- Reverse steering
- Travel alarms
- Strobe warning lights
- Operating lights
- U.L. Classified EE rating

GENERAL DATA & STANDARD DIMENSIONS

Upright Table

Maximum Fork Height		Overall Height Lowered		Free Lift**	
in	mm	in	mm	in	mm
Triple Stage					
198	5029	89	2261	54	1372
210	5334	95	2413	60	1524
240	6096	107	2718	72	1829
258	6553	113	2870	78	1981
270	6858	119	3023	84	2134
300	7620	131	3327	96	2438
318	8077	139	3531	104	2642
• 330	8382	149	3785	114	2896
• 366	9296	161	4089	126	3200

For overall height raised with load backrest, add 48 in (1219 mm) to maximum fork height. Other uprights available, contact Clark representative. Uprights above 270" N/A on NPX17.

• NPX 15D, NPX 22 only.

Carriage Widths*/Fork Spread in(mm)

Carriage Width		Fork Spread w/o Side Shifter		Fork Spread w/ Side Shifter	
in	mm	max	min	max	min
33	838	31.0(787)	13.0(330)	27.7(704)	22.3(566)
37	940	35.0(889)	13.0(330)	27.7(704)	22.3(566)

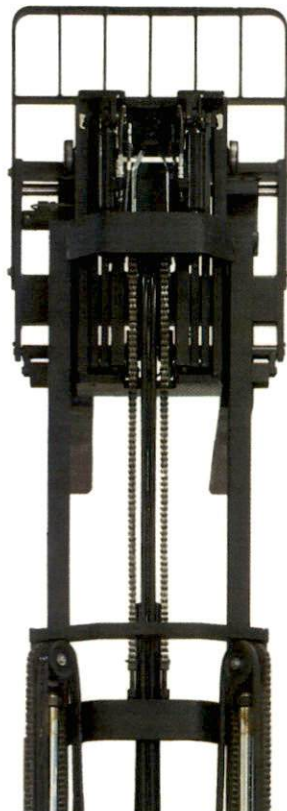
* 37 in. wide carriages available with outrigger I.D. 38 in. and greater (40 in. and greater with 10.5 in. load wheels.)

NPX Min. Right Angle Stack Aisle in(mm)*

Pallet or Load Size Length x Width	Battery Compartment (L)			
	13.88(353)	16.13(410)	18.5(470)**	21.0(533)**
36x30(914x762)	82.2(2088)	84.1(2136)	86.8(2205)	89.0(2261)
42x36(1067x914)	87.1(2212)	89.2(2266)	92.1(2339)	94.5(2400)
36x40(914x1016)	82.0(2083)	83.9(2131)	86.8(2205)	89.0(2261)
40x40(1016x1016)	84.8(2154)	86.8(2205)	89.6(2276)	91.9(2334)
48x40(1219x1016)	93.0(2362)	95.1(2416)	98.2(2494)	100.6(2555)
48x42(1219x1067)	92.8(2357)	94.9(2410)	98.0(2489)	100.4(2550)
48x44(1219x1118)	92.6(2352)	94.7(2405)	97.7(2482)	100.2(2545)
48x48(1219x1219)	92.2(2342)	94.3(2395)	97.3(2471)	99.8(2535)

* Add 6 to 8 inches clearance for ease of operation. Dimensions are based on 42 inch I.D. outrigger with 5 x 3.76 in. load wheels and 4" clearance each side of load.

**Add 8" for NPX 15D (plus operating clearance).



Outrigger Dimensions - I.D./O.D. (in)

Dual 5 x 3.76 Load Wheels		Dual 5 x 3.01 Load Wheels		Single 10.5 x 4.5 Load Wheels		Dual 4 x 2.62 Load Wheels	
Toe Box Width 5.5 in		Toe Box Width 4.5 in		Toe Box Width 6.0 in		Toe Box Width 4.5 in	
I.D.	O.D.	I.D.	O.D.	I.D.	O.D.	I.D.	O.D.
33	44	33	42	-	-	33	42
34	45	34	43	-	-	34	43
36	47	35	44	36.25	48.25	35	44
38	49	37	46	38.25	50.25	37	46
40	51	39	48	40.25	52.25	39	48
41	52	41	50	41.25	53.25	41	50
42	53	42	51	42.25	54.25	42	51
44	55	43	52	44.25	56.25	43	52
46	57	45	54	46.25	58.25	45	54
48	59	47	56	48.25	60.25	47	56
50	61	49	58	50.25	62.25	49	58
-	-	51	60	-	-	51	60

Outrigger Dimensions - I.D./O.D. (mm)

Dual 127 x 96 Load Wheels		Dual 127 x 76 Load Wheels		Single 267 x 114 Load Wheels		Dual 102 x 67 Load Wheels	
Toe Box Width 140mm		Toe Box Width 114mm		Toe Box Width 152mm		Toe Box Width 114mm	
I.D.	O.D.	I.D.	O.D.	I.D.	O.D.	I.D.	O.D.
838	1118	838	1067	-	-	838	1067
864	1143	864	1092	-	-	864	1092
914	1194	889	1118	921	1226	889	1118
965	1245	940	1168	972	1276	940	1168
1016	1295	991	1219	1022	1327	991	1219
1041	1321	1041	1270	1048	1353	1041	1270
1067	1346	1067	1295	1073	1378	1067	1295
1118	1397	1092	1321	1124	1429	1092	1321
1168	1448	1143	1372	1175	1480	1143	1372
1219	1499	1194	1422	1226	1530	1194	1422
1270	1549	1245	1473	1276	1581	1245	1473
-	-	1295	1524	-	-	1295	1524

Battery Weights & Compartment Dimensions

Width (W)		Length (L)		Height (H)		Min. Weight	
in	mm	in	mm	in	mm	lbs.	kg
38.75	984	13.88	353	32.0	813	1590	721
38.75	984	16.13	410	32.0	813	1885	855
38.75	984	18.50	470	32.0	813	2175	987
38.75	984	21.00	533	32.0	813	2460	1116

Maximum Battery Size

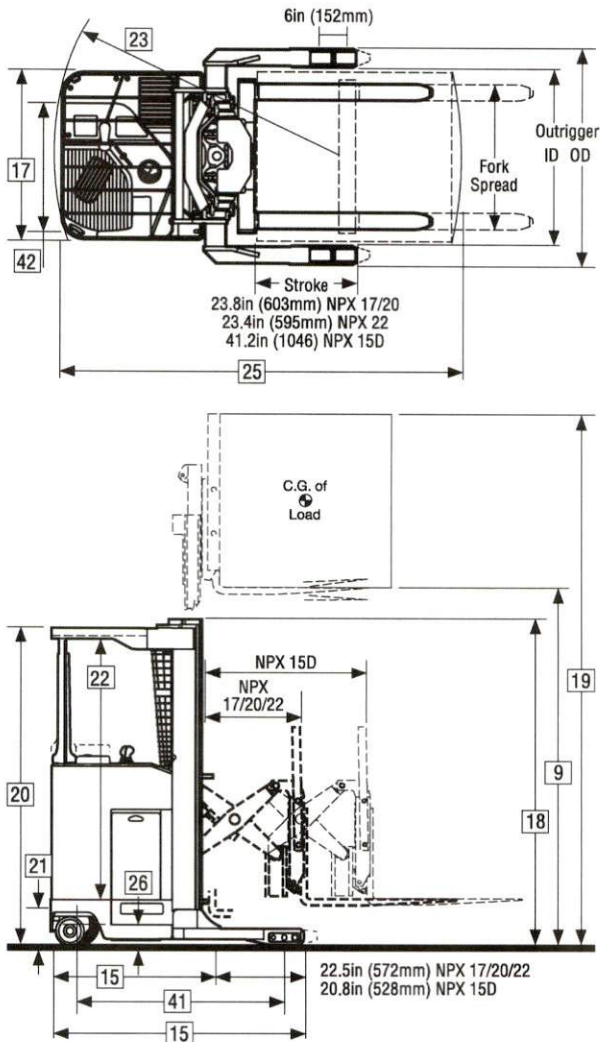
Width (W)		Length (L)		Height (H)	
in	mm	in	mm	in	mm
38.69	983	13.50	343	31.5	800
38.69	983	15.75	400	31.5	800
38.69	983	18.00	457	31.5	800
38.69	983	20.50	521	31.5	800

Operator Compartment/ Overhead Guard Dimensions

Maximum Fork Height		Compartment Inside		Overhead Guard Height	
in	mm	in	mm	in	mm
198	5029	75	1905	89	2261
210	5334	81	2057	95	2413
240	6096	81	2057	95	2413
258	6553	81	2057	95	2413
270	6858	81	2057	95	2413
300	7620	81	2057	95	2413
318	8077	81	2057	95	2413
* 330	8382	81	2057	95	2413
* 366	9296	81	2057	95	2413

* NPX 15D, NPX 22 only.

STANDARD SPECIFICATIONS



For corresponding data see Specification Chart

ANSI/ITSDF and Insurance Classification

Standard truck meets all applicable mandatory requirements of Part III-ANSI/ITSDF B56.1 Safety Standard for Powered Industrial Trucks (latest edition at time of manufacture) and Underwriters Laboratories requirements as to fire and electrical shock hazard only for "E" classification. For further information contact a Clark representative.

Users should be aware of, and adhere to, applicable codes and regulations regarding operator training, use, operation and maintenance of powered industrial trucks, including:

- ANSI/ITSDF B56.1
- NFPA 505, fire safety standard for powered industrial trucks - type designations, areas of use, maintenance and operation.
- Occupational Safety and Health Administration (OSHA) regulations that may apply.

Contact your authorized CLARK forklift truck dealer for further information including operator training programs and auxiliary visual and audible warning systems, fire extinguishers, etc., as available for specific user applications and requirements.

Performance may vary +5% and -10% due to motor and systems efficiency tolerance. The performance shown represents nominal values which may be obtained under typical operating conditions of a standard machine.

Grade Clearance: The NPX is not designed for operation on or over grades. NPX is designed to operate on level ground only.

Specifications, equipment, technical data, photos and illustrations are based on information at time of printing and are subject to change without notice. Some products may be shown with optional equipment.

- Notes: 1 Specifications are for truck with tandem 5 in (127 mm) diameter x 3.76 in (96mm) wide load wheels. Other sizes are also available.
2 Specifications are for truck with 210 in (5334 mm) MFH upright, 42 in (1067 mm) outrigger ID and 33 in (838 mm) sideshifter (deduct 50 lb. (23kg) for weight less SS). Battery compartment dimensions as noted.
3 See Upright Table for other available uprights.

General Information	1	Manufacturer		
	2	Model	Manufacturer's Designation	
	3	Load Capacity		lbs(kg)
	4	Load Center	Fork Face to Load CG	in(mm)
	5	Power Unit	Electric	
	6	Operator Type		
	7	Tire Type		
	8	Wheels (x=driven)	Front/Rear	
Basic Dimensions ^{1,2}	9			
	10	Upright ³	Lift Height (Preferred Upright)	in(mm)
	11		Freelift	in(mm)
	12	Fork Tilt	Back/Forward	degrees
	13	Fork	Std. Fork Size (T x W x L)	in(mm)
	14	Carriage	Width of Carriage	in(mm)
	15	Overall Dimensions	Length to Fork Face	in(mm)
			Overall length, less forks	in(mm)
	16		Outrigger ID/OD	in(mm)
	17		Frame Width	in(mm)
	18		Height, Upright Lowered	in(mm)
	19		Height, Upright Extended	in(mm)
	20		Height, Overhead Guard	in(mm)
	21	Step Height	Ground to Top of Floor Plate	in(mm)
	22	Head Clearance	Top of Floor Plate to Bottom of OHG	in(mm)
23	Turning Radius		in(mm)	
24				
25	Right Angle Stack Aisle ⁴	48 in x 40 in pallet	in(mm)	
26	Battery Compartment	W x L x H	in(mm)	
		Battery Roller Height	in(mm)	
Performance	27	Stability	According to ANSI	
	28	Speeds- Forks Trailing	Travel Speed, Max, With Load ⁵	mph(kph)
	29		Travel Speed, Max, Without Load ⁵	mph(kph)
	30		Lift Speeds, Loaded	fpm(mps)
	31		Lift Speeds, Unloaded	fpm(mps)
	32		Lower Speeds, Loaded	fpm(mps)
33		Lower Speeds, Unloaded	fpm(mps)	
Weights ²	34	Service Weight, TSU	W/Min Battery Weight	lbs(kg)
	35	Axle loading	With Load, Front	lbs(kg)
	36		With Load, Rear	lbs(kg)
	37		W/O Load, Front	lbs(kg)
	38		W/O Load, Rear	lbs(kg)
Chassis	39	Tires/Wheels	Number, Front/Rear	
	40		Size, Load Wheels	in(mm)
			Size, Rear Drive/Steer	in(mm)
			Size, Rear Caster	in(mm)
	41	Wheelbase		in(mm)
	42	Track	Rear	in(mm)
43				
44	Ground Clearance	With 5 in diameter load wheels	in(mm)	
45				
46	Service Brake	Type		
47	Parking Brake	Type		
	Steering	Type		
Drive Line	48	Battery	Type	
			Max Capacity (6 hr. Rate) 24V/36V	kWh
			Weight, Min	lbs(kg)
	49	Motors, Controls	Drive Motor, Diameter	in(mm)
			Hydraulic Motor, Diameter	in(mm)
			Steer Motor, diameter	in(mm)
			Drive Motor Control	Type
		Speed Control	Type	
		Hydraulic Motor Control	Type	
		Steer Motor Control	Type	

CLARK NPX17	CLARK NPX20	CLARK NPX22	CLARK NPX15D
3500 (1600)	4000 (1800)	4500 (2000)	3000 (1350)
24 (600)	24 (600)	24 (600)	24 (600)
Dual 24 volt / 36 volt	Dual 24 volt / 36 volt	36 volt	36 volt
Rider Reach	Rider Reach	Rider Reach	Rider Double Reach
Solid	Solid	Solid	Solid
4/2 (1x)	4/2 (1x)	4/2 (1x)	4/2 (1x)
210 (5334)	210 (5334)	210 (5334)	210 (5334)
60 (1524)	60 (1524)	60 (1524)	60 (1524)
4/3	4/3	4/3	4/3
1.75 x 4 x 42 (44 x 102 x 1067)	1.75 x 4 x 42 (44 x 102 x 1067)	1.75 x 4 x 42 (44 x 102 x 1067)	1.75 x 4 x 42 (44 x 102 x 1067)
33 (838)	33 (838)	33 (838)	33 (838)
48.1 (1222)	48.1 (1222)	51.1 (1298)	61.0 (1550)
70.25 (1784)	70.25 (1784)	75.9 (1928)	81.8 (2078)
See Outrigger Dimension Chart	See Outrigger Dimension Chart	See Outrigger Dimension Chart	See Outrigger Dimension Chart
40.25 (1022)	40.25 (1022)	40.25 (1022)	40.25 (1022)
95 (2413)	95 (2413)	95 (2413)	95 (2413)
258 (6553)	258 (6553)	258 (6553)	258 (6553)
95 (2413)	95 (2413)	95 (2413)	95 (2413)
12.2 (310)	12.2 (310)	12.2 (310)	12.2 (310)
81 (2057)	81 (2057)	81 (2057)	81 (2057)
66.5 (1689)	66.5 (1689)	69.7 (1770)	76.14 (1934)
93 (2362)	93 (2362)	98.2 (2494)	106 (2692)
38.75x13.88x32 (984x353x813)	38.75x13.88x32 (984x353x813)	38.75x18.5x32 (984x470x813)	38.75x18.5x32 (984x470x813)
6.25 (159)	6.25 (159)	6.25 (159)	6.25 (159)
Yes	Yes	Yes	Yes
6.8 (10.9) / 7.5 (12.0)	6.6 (10.6) / 7.5 (12.0)	7.5 (12.0)	7.5 (12.0)
7.5 (12.0) / 7.5 (12.0)	7.5 (12.0) / 7.5 (12.0)	7.5 (12.0)	7.5 (12.0)
69 (.35) / 98 (.50)	67 (.34) / 92 (.47)	77 (0.39)	105 (0.53)
115 (.58) / 130 (.66)	115 (.58) / 130 (.66)	130 (0.66)	130 (0.66)
105 (.53)	105 (.53)	105 (.53)	105 (.53)
95 (.48)	95 (.48)	95 (.48)	95 (.48)
6620 (3002)	6900 (3129)	7988 (3623)	8367 (3795)
6402 (2903)	7025 (3186)	8274 (3752)	6714 (3045)
3718 (1686)	3875 (1757)	4214 (1911)	4653 (2110)
2570 (1166)	2645 (1200)	3091 (1402)	3259 (1478)
4050 (1837)	4255 (1930)	4897 (2221)	5108 (2317)
4/2	4/2	4/2	4/2
(4) 5 x 3.76 urethane (127x96)	(4) 5 x 3.76 urethane (127x96)	(4) 5 x 3.76 urethane (127x96)	(4) 5 x 3.76 urethane (127x96)
13.5 x 5.5 rubber (343 x 140)	13.5 x 5.5 rubber (343 x 140)	13.0 x 5.5 urethane (330 x 140)	13.0 x 5.5 urethane (330 x 140)
8 x 4 urethane (203 x 102)	8 x 4 urethane (203 x 102)	8 x 4 urethane (203 x 102)	8 x 4 urethane (203 x 102)
56.1 (1425)	56.1 (1425)	61.7 (1567)	65.75 (1670)
28.7 (729)	28.7 (729)	28.7 (729)	28.7 (729)
1.75 (44)	1.75 (44)	1.75 (44)	1.75 (44)
Regenerative Auto-Electro-Magnetic	Regenerative Auto-Electro-Magnetic	Regenerative Auto-Electro-Magnetic	Regenerative Auto-Electro-Magnetic
Power	Power	Power	Power
Lead-Acid	Lead-Acid	Lead-Acid	Lead-Acid
28.9 / 27.0	28.9 / 27.0	37.6	37.6
1590 (722)	1590 (722)	2175 (987)	2175 (987)
7.9 (200)	7.9 (200)	7.9 (200)	7.9 (200)
6.7 (170)	6.7 (170)	6.7 (170)	6.7 (170)
4.2 (106.5)	4.2 (106.5)	4.2 (106.5)	4.2 (106.5)
AC Induction Motor Controller	AC Induction Motor Controller	AC Induction Motor Controller	AC Induction Motor Controller
Solid State	Solid State	Solid State	Solid State
AC Induction Motor Controller	AC Induction Motor Controller	AC Induction Motor Controller	AC Induction Motor Controller
AC Induction Motor Controller	AC Induction Motor Controller	AC Induction Motor Controller	AC Induction Motor Controller

4 Right angle stacking aisle for pallet size shown. Add 6-8 in (152-203 mm) for operating clearance. See "General Data" for other pallet sizes.
5 Travel speed reduced to 6.75 mph (10.8 kph) when traveling forks leading.



& Don't Forget...
Safety Starts With You!

**Before operating a lift truck,
an operator must:**

- Be trained and authorized
- Read and understand operator's manual
- Not operate a faulty lift truck
- Not repair a lift truck unless trained and authorized
- Have the overhead guard and load backrest extension in place
- Perform daily inspections

**During operation,
a lift truck operator must:**

- Keep feet, legs and all parts of body inside operator compartment
- Never carry passengers or lift people
- Keep truck away from people and obstructions
- Travel with lift mechanism as low as possible and tilted back
- Allow safe stopping distance and come to a complete stop before leaving operator compartment

To park a lift truck, an operator must:

- Completely lower forks or attachments
- Turn key off

- We don't just build forklifts. As a company, we are also focused on providing our customers with the best possible technical service support and aftermarket parts available.
- Even though our business starts with a quality, cost-effective product, our organization understands that it is the support and services we provide after the sale that help keep your business running at peak efficiency.

- **THE CLARK PartsPRO Plus® SYSTEM** is our industry-leading electronic parts and service documentation tool that provides dealers with a quick and accurate method of identifying parts for every CLARK forklift built since 1961. PartsPRO® ensures the availability of the most current technical information and has the unique capability to create parts manuals specific to your mixed CLARK fleet, making it simple to positively identify and order the correct part(s) from your local CLARK dealer. The right CLARK part — The First Time, Every Time.

- **UNRIVALED PARTS SUPPORT** Our Aftermarket Distribution Center provides parts to over 250 North American CLARK dealer locations and many international dealers. This CLARK operated 184,000 square foot facility is dedicated to supporting the CLARK models built over the last 90 years. This facility is focused on providing excellent off-the-shelf availability, quality parts, quick response time and competitive pricing.

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NPX15D/17/20/22
 59-894-1055 Printed in USA MP03155M

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