

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

**Denmar Correctional Center and Jail**

**ARFQ 0608 DCR250000004**

<b>Section:</b>	<b>Item Description</b>	<b>Per Item Cost</b>	<b>Quantity</b>	<b>Extended Amount</b>
3.1.1	Contract Item 1: Used Model 660SJ Telescopic Boom Lift or Equal	\$ 39,989.00	1	\$ 39,989.00
<b>Overall Total Cost</b>				\$ 39,989.00

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

Vendor Name: United Rentals (North America), Inc.
Vendor Address: 573 NEW GOFF MOUNTAIN RD CROSS LANES, WV 25313
Email Address: govrents@ur.com
Phone Number: 877-874-4468
Fax Number: 877-735-7450
Signature: Steven Tankersley



State of West Virginia  
Agency Request for Quote

**Proc Folder:** 1483259  
**Doc Description:** Telescopic Boom Lift  
**Reason for Modification:**  
**Proc Type:** Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-06	2024-08-19 10:30	ARFQ 0608 DCR2500000004	1

**BID RECEIVING LOCATION**

**VENDOR**

**Vendor Customer Code:** FEIN 86-0933835  
**Vendor Name :** United Rentals (North America), Inc.  
**Address :**  
**Street :** 573 NEW GOFF MOUNTAIN RD  
**City :** CROSS LANES  
**State :** WV **Country :** USA **Zip :** 25313  
**Principal Contact :** Steven Tankersley- Branch Manager  
**Vendor Contact Phone:** 877-874-4468 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor Signature X** *Steven Tankersley* **FEIN#** 86-0933835 **DATE** 8.16.24

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

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

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

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

Comm Code	Manufacturer	Specification	Model #
22101804			

**Extended Description:**  
Used Model 660SJ Telescopic Boom Lift

**SCHEDULE OF EVENTS**

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

	Document Phase	Document Description	Page
DCR250000004	Final	Telescopic Boom Lift	3

## REQUEST FOR QUOTATION

### ARFQ 0608 DCR2500000004 Telescopic Boom Lift for Denmar Correctional Center and Jail

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#### 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 and Rehabilitation (DCR) for Denmar Correctional Center and Jail to establish a contract for one time purchase of a Used Telescopic Boom Lift. The facility is located at 4319 Denmar Road, Hillsboro, WV 24946.
2. **DEFINITIONS:** Definitions can be found in Section 2 of the General Terms and Conditions. The terms listed below shall have the meanings assigned to them as follows:
  - 2.1 **“Business Hours”** means Monday – Friday 8:00 AM to 5:00 PM EST excluding weekends and Federal and State holidays, which are as follows:
    - New Year’s Day (January 1)
    - Martin Luther King Day (Third Monday in January)
    - President’s Day (Third Monday in February)
    - Memorial Day (Last Monday in May)
    - Juneteenth (June 19)
    - West Virginia Day (June 20)
    - Independence Day (July 4)
    - Labor Day (First Monday in September)
    - Columbus Day (Second Monday in October)
    - Veterans Day (November 11)
    - Thanksgiving (Fourth Thursday in November)
    - Day After Thanksgiving (Fourth Friday in November)
    - Christmas Day (December 25)
  - 2.2 **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Page.
  - 2.3 **“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.
  - 2.4 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Administrative Services.

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**ARFQ 0608 DCR2500000004**  
**Telescopic Boom Lift for**  
**Denmar Correctional Center and Jail**

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**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Item listed below on a one-time basis. Contract Item must meet or exceed the mandatory requirements as shown below.

**3.1.1 Contract Item 1: Used Model 660SJ Telescopic Boom Lift or Equal**

**3.1.1.1** Vendor must provide a quantity of one (1) Used Model 660SJ Telescopic Boom Lift or Equal with the following features:

- 3.1.1.1.1** A minimum platform height of 65 feet.
- 3.1.1.1.2** A minimum horizontal outreach of 57 feet.
- 3.1.1.1.3** Must have a 360-degree continuous swing.
- 3.1.1.1.4** A minimum restricted platform capacity of 750-lb.
- 3.1.1.1.5** A minimum unrestricted platform capacity of 550-lb.
- 3.1.1.1.6** A minimum platform rotator of 180-degrees hydraulic.
- 3.1.1.1.7** A minimum jib length of 6 feet.
- 3.1.1.1.8** A minimum jib range of articulation of 132-degrees.
- 3.1.1.1.9** A minimum weight of 25,000-lb.
- 3.1.1.1.10** A minimum drive speed of 3.8 miles per hour (MPH).
- 3.1.1.1.11** Must have a minimum gradeability of 45%.
- 3.1.1.1.12** A minimum tilt cut out of 5 degrees.
- 3.1.1.1.13** Must have a minimum axle oscillation of 8 inches.
- 3.1.1.1.14** A minimum turning radius 2WS inside 9 feet 7 inches and outside 19 feet 7 inches.
- 3.1.1.1.15** A minimum turning radius 4WS inside 5 feet 3 inches and outside 12 feet 8 inches.
- 3.1.1.1.16** A minimum hydraulic reservoir of 34 gallons.
- 3.1.1.1.17** A minimum auxiliary power of 12V DC.
- 3.1.1.1.18** Lift must be model year 2014 or newer.
- 3.1.1.1.19** Lift must have a maximum of 4,000 hours or less.
- 3.1.1.1.20** Vendor must provide its service history recorded with their bid.

**3.1.2 Workmanship:** Boom Lift shall be free from defects that may impair operation, safety, emissions, and serviceability, or detract from appearance.

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#### 3.1.3 Alternative 'or Equal' Submission

**3.1.3.1** A Vendor submitting an alternate brand item must provide alternate brand information and documentation with their bid response, i.e., brochures, pamphlets, product specs, MSDS sheets, etc. Failure to submit substitute brand information and documentation will result in the bid being disqualified.

#### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Item meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.

**4.2 Pricing Page:** Vendor must complete the Pricing Page by providing unit cost for each contract service. A Vendor must complete the Pricing Page in their entirety as failure to do so will result in Vendor's bids being disqualified. A no bid entered on the Pricing Page will result in Vendor's bid being disqualified.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A - Pricing Page could lead to disqualification of Vendor's bid.

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors shall electronically enter the information into the Pricing Page through wvOASIS, if available, or as an electronic document. In most cases, Vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following email address: [David.A.Ferrell@wv.gov](mailto:David.A.Ferrell@wv.gov)

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**5. PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Item within 10 working days after receiving a purchase order or notice to proceed. Contract Item must be delivered to the Agency address below:

**Denmar Correctional Center and Jail**  
**4319 Denmar Road**  
**Hillsboro, WV 24946**

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Item will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be ground for cancellation of the Contract, and/or obtaining the Contract Item from a third party.

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Item F.O.B destination to the Agency's location

**6.4 Return of Unacceptable Items:** If Agency deems the Contract Item to be unacceptable, the Contract Item shall be returned to Vendor at Vendor's expense and with no restocking charge. The Vendor shall either arrange for the return within five (5) days of being notified that item is unacceptable or permit 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 Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. Agency's location. The returned product shall either be replaced, or the Agency shall receive full credit or refund for the purchase price, at Agency's discretion.



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**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Item shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for an item not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned item.

**7 VENDOR DEFAULT:**

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

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

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

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

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**8 MISCELLANEOUS:**

**8.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

<b>Contract Manager:</b>	Steven Tankersley - Branch Manager
<b>Telephone Number:</b>	877-874-4468
<b>Fax Number:</b>	877-735-7450
<b>Email Address:</b>	govrents@ur.com



**UNITED RENTALS (NORTH AMERICA), INC.  
EXCEPTION SHEET**

The submission of the attached bid by United Rentals (North America), Inc. (“United Rentals”) is subject to the exceptions set forth below. Unless otherwise agreed to in writing by the parties, this exception sheet shall be incorporated into, and shall be made a part of, any contract or purchase order issued as a result of United Rentals’ submission, as if fully set forth therein.

<b>Provision</b>	<b>EXCEPTION; EXPLANATION</b>
Indemnification / Hold Harmless	When United Rentals is required to indemnify, defend and hold Customer harmless, such obligations shall be limited to claims to the extent caused by the negligence or willful misconduct of United Rentals during delivery of any equipment (the “Equipment”) sold. If United Rentals will be servicing the Equipment sold hereunder, United Rentals’ indemnification obligation with respect to such service shall be limited to claims to the extent caused by the negligence or willful misconduct of United Rentals. United Rentals’ liability for costs and expenses shall be limited to those that are reasonable, actual and out of pocket, including reasonable attorney fees. In no event shall United Rentals be liable for incidental, special, consequential damages or liquidated damages.
Warranty	When a warranty is required with respect to the Equipment sold hereunder, United Rentals will pass through all warranties, to the extent allowable, that the original equipment manufacturer (“OEM”) provides, which shall be the sole and exclusive warranty with respect to the Equipment sold hereunder. If a warranty claim is approved by the OEM and the OEM authorizes United Rentals to repair or replace the Equipment, United Rentals will do so in a good and workmanlike manner in compliance with all applicable laws. UNITED RENTALS MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT AND ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.
Price Guaranty	Due to our GSA contract and the administrative burden associated with Most Favored Customer (“MFC”) pricing, United Rentals is unable to agree to MFC pricing requests. However, we agree that our prices submitted in response to this solicitation will remain competitive for the initial term of the award.
Insurance Requirements	Where United Rentals is required to provide insurance, Customer shall be added as Additional Insured to United Rentals’ General Liability policies. United Rentals will waive its rights of subrogation on its General Liability policies. United Rentals will provide a certificate of insurance evidencing coverages, but will not provide a copy of its insurance policies to Customer.