

9 June 2022

**STATE OF LOUISIANA  
JEFFERSON PARISH DRAINAGE DEPARTMENT  
200 DERBINGER STREET  
GENERAL GOVERNMENT BUILDING, SUITE 4400  
GRETN, LA 70053**

**ONE TIME PURCHASE OF A FORKLIFT THE FOR JEFFERSON COUNTY  
PARISH DRAINAGE DEPARTMENT**

**SOLICITATION:  
50-00138343**

For the purposes of the aforementioned reference, OCTANE Forklifts, Inc. is proud to propose the following equipment to satisfy all outlined specifications, criteria, and standards as listed within the reference.



## PROPOSED UNIT SALIENT CHARACTERISTICS



**2022 OCTANE FY25** – *This equipment is manufactured in the United States of America*

MODEL 50 – 5,511 lbs. Capacity @ 24in Load Center – Sit Down Counterbalanced Forklift

Kubota WG2503-L - Tier 4 Final– EPA/CARB Compliant LPG Powerplant

S480 Mast – 84.9”/189.1” LOWERED/RAISED (3-Stage)

Solid Pneumatic Tires, Side-Shift, Hydrostatic Power Steering, Rear Grab Handle w/ Horn,

Hydraulic Scale and Display, Fork Leveling System, Anti-Slip Steps,

Steering Wheel Knob, Rubber Floormats, Inching Pedal, Horn, Adjustable Steering Column,

Swing-Out LP Bracket, Panoramic Mirror, Adjustable Vinyl Seat w/ Orange Seatbelt,

LCD Multi-Function Display, Audible Back-up Alarm, Ergonomic Cowl Mounted Levers,

LED Light Package, 2 Headlights, Amber Strobe, Rear Combination Lights,

Standard Load Back Rest, 42” Forks,

Owner and Operator Manuals Available | Local Service Center – Kenner, LA |

12 month/ 2,000 hour Manufacturer Warranty | 36 month/ 6,000 hour Premier Extended Warranty |

**Shipping Included FOB – 180-210 Days ARO**

**\*Final Assembly USA \*(TAA, BAA, NAFTA/USMCA) Compliant**

[JR@OctaneForklifts.com](mailto:JR@OctaneForklifts.com)

OCTANE Forklifts, Inc.

4905 Lima Street

Denver, CO 80239, U.S.A.

DUNS (011723445) – UID (WBCPLUVBSPL9) – CAGE (88NS0) – FEIN (26-1129432) – SBE



# OCTANE FORKLIFTS

# FY25

LPG/GASOLINE

## GENERAL

Model		FY25
Type		Sit-Down Dual Fuel
Mast Type		Base Mast
Load Capacity	lbs	5511
Load Center	in	24

## DIMENSIONS

Overall Length without Forks	in	102.4
Overall Width	in	45.3
Overhead Guard Height	in	81.5
Wheelbase	in	63
Overhang Front/Rear	in	18.1 / 18.7
Tire Type		Air Pneumatic
Tire Size Front/Rear		7.00-12-12PR / 6.00-9-10PR
Minimal Ground Clearance	in	4.7
Minimal Turning Radius	in	90.9
Minimal Intersecting Aisle Width	in	93.7
Service Weight	lbs	8157

## MAST SPECIFICATIONS

Lowered Mast Height	in	80.9
Raised Mast Height	in	118.1
Load Backrest Width/Height	in	44.9 x 40.9
Extended Mast Height with Backrest	in	159.0
Free Lift	in	44.5
Fork Size (Length x Width x Thickness)	in	42.1 x 4.7 x 1.6
Mast Tilt Front/Rear	deg	6 / 6
Max Lifting Speed (Empty)	in/s	22.4
Max Lifting Speed (Full)	in/s	16.1
Max Lowering Speed (Empty)	in/s	14.6
Max Lowering Speed (Full)	in/s	22.8
Tilt Forward Speed	in/s	7.7

## ENGINE SPECIFICATIONS

Manufacturer		Kubota
Model		WG2503-GL
Rated Output / R.P.M.	hp	51/2300
Rated Torque / R.P.M.	tq	130/1600
Number of Cylinders		4
Fuel Tank Capacity	G	15.9
Battery Voltage/Capacity	V/Ah	12V / 80Ah
Transmission FWD/RVS		1 / 1
Service Brake		Hydraulic





# OCTANE FORKLIFTS

TYPE	MODEL	LOWERED HEIGHT	RAISED HEIGHT	FY20 (LBS)	FY25 (LBS)	MAST EXT W/LBR	FREE LIFT	TILT F/R
DUPLEX	M200	61.2	78.8	3989	4985	116.6		6/12
	M250	71.1	98.5	3989	4985	136.3		6/12
	M300	80.9	118.2	3989	4985	156.0		6/12
	M330	86.8	130.0	3989	4985	167.8		6/12
	M350	90.8	137.9	3989	4985	175.7		6/12
	M370	94.7	145.7	3989	4985	183.6		6/12
	M400	102.6	157.6	3989	4985	195.4		6/12
	M450	112.4	177.3	3598*3796	4297*4797	215.1		6/6
	M500	122.3	197.0	3197*3397	3397*4396	234.8		6/6
	M550	134.1	216.7	2298*3197	3098*3898	254.5		3/6
	M600	144.0	236.4	1898*2599	2000*3598	274.2		3/6
DUPLEX FFL	Z200	61.2	78.8	3989	4985	121.1	20.0	6/12
	Z250	71.1	98.5	3989	4985	140.8	29.9	6/12
	Z300	80.9	118.2	3989	4985	160.5	39.7	6/12
	Z330	86.8	130.0	3989	4985	172.3	45.7	6/12
	Z350	90.8	137.9	3989	4985	180.2	49.6	6/12
	Z370	94.7	145.7	3989	4985	188.1	53.5	6/12
	Z400	102.6	157.6	3989	4985	199.9	61.4	6/12
TRIPLEX	S370	70.5	145.7	3989	4985	187.9	29.3	6/6
	S400	74.4	157.6	3788	4787	199.7	33.2	6/6
	S435	79.0	171.3	3697*3796	4396*4797	213.5	37.8	6/6
	S450	80.9	177.3	3497*3598	4296*4597	219.4	39.7	6/6
	S480	84.9	189.1	3397*3598	3898*4597	231.2	43.7	6/6
	S500	87.6	197.0	3098*3497	3497*4497	239.1	46.4	6/6
	S550	96.1	216.7	2798*3397	2298*4297	258.8	55.1	3/6
	S600	102.6	236.4	1799*3197	2000*3598	278.5	61.8	3/6

**FY20**  
LPG/GASOLINE

**FY25**  
LPG/GASOLINE



All specifications are in imperial units of measurement - Specifications show De-Rating based on Mast Selection

\* Represents De-Rating with Front Dual Drive tires - if with Side-Shift, rated capacity shall be 220.5lbs less



# Specialty Protection Plan

# Master Parts Schedule

## Specialty Equipment Insurance Services

## Construction Equipment

### New Equipment Plans

#### Premier Plan Option Covered Components

**ENGINE** Includes all internally lubricated parts within the below systems

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

†Components Covered after Emission Warranty

### COMPACTION/PAVING EQUIPMENT

- |   |                                       |   |  |
|---|---------------------------------------|---|--|
| <input type="checkbox"/> Eccentric Mechanism & Bearings | <input type="checkbox"/> Drum Seals   | <input type="checkbox"/> Propulsion System Hydraulic Components | <input type="checkbox"/> Pump Drive                            |
| <input type="checkbox"/> Reduction Unit                 | <input type="checkbox"/> Splitter Box | <input type="checkbox"/> Torque Hubs                            | <input type="checkbox"/> Vibration System Hydraulic Components |

### TRANSMISSION/AXLES/HYDROSTATICS

- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> Axle Housing                      | <input type="checkbox"/> Axle Shaft                  | <input type="checkbox"/> Clutch Disks (Wet Only)                      | <input type="checkbox"/> Clutch Plates (Wet Only)                   |
| <input type="checkbox"/> Counter Shaft Clutch              | <input type="checkbox"/> Differential Housing        | <input type="checkbox"/> Differential Pinion Gear/Ring Gear           | <input type="checkbox"/> Dry Axle Hub                               |
| <input type="checkbox"/> Drive Shaft with Universal Joints | <input type="checkbox"/> Drive Shaft Support Bearing | <input type="checkbox"/> Electronic Transmission Controller and Valve | <input type="checkbox"/> Enclosed Oil Immersed Chains and Sprockets |
| <input type="checkbox"/> External Oil Lines                | <input type="checkbox"/> Filler Tubes (Transmission) | <input type="checkbox"/> Final Drive Pinion                           | <input type="checkbox"/> Final Drive Planetary Gears                |

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

### TRANSMISSION/AXLES/HYDROSTATICS (CONTINUED)

<input type="checkbox"/> Front Wheel Drive Sensors	<input type="checkbox"/> Hydraulic Drive/Travel Motor	<input type="checkbox"/> Hydraulic Drive Pump	<input type="checkbox"/> Hydraulic Transmission-Control Valve
<input type="checkbox"/> Hydrostatic/Hydraulic Pump Drives	<input type="checkbox"/> Hydrostatic Motor	<input type="checkbox"/> Hydrostatic Transmission Charge Pump	<input type="checkbox"/> Hydrostatic Transmission Pump
<input type="checkbox"/> Internal Lubricated Clutch Housing	<input type="checkbox"/> Internal Transmission Control Linkage	<input type="checkbox"/> Internal Wet Service Brakes	<input type="checkbox"/> MFWD Axle/Differential Assembly including Driveshaft and U-Joint
<input type="checkbox"/> Planetary Gear Carrier	<input type="checkbox"/> Pneumatic Valves	<input type="checkbox"/> Rotary Hydraulic Manifold	<input type="checkbox"/> Splitter Drive/Drop Box
<input type="checkbox"/> Swing Motor and Swing Gear Box	<input type="checkbox"/> Turntable Bearing	<input type="checkbox"/> Torque Converter	<input type="checkbox"/> Torque Converter Pump
<input type="checkbox"/> Transfer Drive	<input type="checkbox"/> Transmission Case	<input type="checkbox"/> Transmission Gears, Bearings & Shafts	<input type="checkbox"/> Transmission Pump
<input type="checkbox"/> Travel Control Valve	<input type="checkbox"/> Travel and Swing Sections (only) of Main Control Valve	<input type="checkbox"/> Wet Steering Clutches	<input type="checkbox"/> Undercarriage Roller and Idler Seals and Bearings*
<input type="checkbox"/> Undercarriage Tensioners*	*Excludes: Sprocket, Tracks, Pads, Bolts, Chains, or any Failure due to Wear or Breakage caused by Wear		

## HYDRAULICS

<input type="checkbox"/> Accumulator and Related Relief Valve	<input type="checkbox"/> Brake Accumulator	<input type="checkbox"/> Brake Pressure Sensor	<input type="checkbox"/> Brake Pump, Brake Valve
<input type="checkbox"/> Differential Lock Valve	<input type="checkbox"/> Fan Pumps and Motors	<input type="checkbox"/> Hydraulic Cylinders	<input type="checkbox"/> Hydrostatic/Hydraulic Hoses and Piping
<input type="checkbox"/> Hydraulic Motors	<input type="checkbox"/> Hydraulic Oil Coolers	<input type="checkbox"/> Hydraulic Pump	<input type="checkbox"/> Hydraulic Reservoir
<input type="checkbox"/> Hydraulic Valves	<input type="checkbox"/> Pilot Control (Hydraulic Only)	<input type="checkbox"/> Pressure Reducing Valves	<input type="checkbox"/> Unloading Valves

## FACTORY INSTALLED HEAT AND AIR CONDITIONING

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

## ELECTRICAL

<input type="checkbox"/> Alternator	<input type="checkbox"/> Gauges	<input type="checkbox"/> Horns	<input type="checkbox"/> Indicators
<input type="checkbox"/> Instruments	<input type="checkbox"/> Electrical Joysticks	<input type="checkbox"/> Electrical Motors	<input type="checkbox"/> Sensors
<input type="checkbox"/> Solenoid Valves	<input type="checkbox"/> Starter and Starter Solenoid	<input type="checkbox"/> Switches	<input type="checkbox"/> Traction Control System
<input type="checkbox"/> Voltage Regulator	<input type="checkbox"/> Wiring Harnesses*	*Excludes: Rubbing, Chaffing, Loose or Corroded Connections	

## STRUCTURAL

<input type="checkbox"/> Backhoe Main Boom	<input type="checkbox"/> Standard Backhoe Dipper Stick	<input type="checkbox"/> Inner Dipper of the Extendable Arm	<input type="checkbox"/> Excavator Dipper Stick
<input type="checkbox"/> Excavator Booms	<input type="checkbox"/> Wheel Loader/Skid Steer Loader Arms*	*Excludes: Links and Attachment Plates	

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

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

#### **PREMIER EXCLUSIONS**

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

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

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

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

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

SEIS 2015 JAN1 NEW CONSTRUCTION EQUIPMENT PREMIER mps\_en

Customer Signature

Date

Dealer Signature

Date



## 2022 OCTANE FORKLIFTS COLOR OPTIONS



**FACTORY STANDARD OCTANE ORANGE**

**OCTANE YELLOW**



**OCTANE RED**



**OCTANE BLUE**



**OCTANE WHITE**



**OCTANE GREEN**



**OCTANE GREY**



**OCTANE BLACK**



**OCTANE OLIVE**



**MANUFACTURER COLOR OPTIONS AVAILABLE ACROSS ALL PLATFORMS**  
**DEFAULT COLOR IS FACTORY OCTANE ORANGE**  
**OPTIONAL COLOR SELECTION MUST BE REQUESTED AT TIME OF PURCHASE**  
**FOR ADDITIONAL COLORS, PLEASE SPEAK WITH YOUR POINT OF CONTACT**



# Certificate of Compliance

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## **Trade Agreement Act Buy American Act North American Free Trade Agreement FAR(s) 25 & 52 DFARS 252**

January 1, 2022

To: Valued Customer

Re: Buy American Compliance

OCTANE Forklifts, Inc. products are manufactured in the USA and meet the guidelines established under the Trade Agreement Act, Buy American Act, North American Free Trade Agreement, and FAR(s) 25 & 52 and all subsections contained therein.

Where you see the American Flag on our products, in our catalog, and on our website, you can rest assured that the product shown meets the Trade Agreement Act, Buy American Act, North American Free Trade Agreement, and FAR(s) 25 & 52 and all subsections contained therein. The criteria within refers that "domestic manufactured end product" requires manufacture in the United States, but does not include a requirement with regard to the origin of the components used to make the end product. As such, OCTANE Forklifts, Inc. makes every reasonable effort to utilize American suppliers, American components, and American technology and expertise whenever possible in the production of its product line.

Since its inception, OCTANE Forklifts, Inc. recognizes the value of community and being a good neighbor. It is for this reason we promote and support the American Dream through employment, education, diversity, environmental health and safety, and community involvement. When you choose OCTANE Forklifts, Inc. you are buying American and you are investing in America. At OCTANE Forklifts, Inc. we are proud to be an American company who manufactures quality American products by being a Veterans-preference employer utilizing a workforce consisting of both civilians and disabled veterans.

Thank you for your support and thank you for choosing OCTANE Forklifts, Inc.!

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## 52.225-6 Trade Agreements Certificate.

As prescribed in 25.1101(c)(2), insert the following provision:

### Trade Agreements Certificate (MAY 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

#### Other End Products

Line Item No.:

Country of Origin:


(List as necessary),

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

**OCTANE Forklifts, Inc. supplies products that are manufactured  
and assembled in the United States of America.**

**We are in compliance with the Trade Agreements Act FAR 52.225-5**



# Client Confidentiality Compliance Letter

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January 1, 2022

To: Valued Customer

Re: Client Confidentiality Compliance Letter

Thank you for your interest in the OCTANE Forklifts, Inc. line. For the sake of respecting the privacy of our clients, we do not release customer information.

Due to the nature of OCTANE Forklifts, Inc.'s business and with whom we do business (DOD, DHS, Federal, State and Municipal powers) we do not and legally can not release any information with regard to our customer's identities. This includes information (up to and including) contract amounts, locations, representatives contact information and the subsequent fulfillment of said contracts. Client confidentiality is our utmost concern and legally can not be compromised.

As an approved Federal, State, County, Local, and Municipal entity vendor, OCTANE Forklifts Inc. frequently engage in contracts that contain confidentiality verbiage. This Verbiage binds us to non-disclosure of (but not limited to) agency name, destination location, purpose of purchase, nature of equipment deployment, intended use, buyer's name and contact information, value of contract and details about quantities or specifications of items being purchased.

We have done business with supplying our product and product lines to countless government agencies: Federal, State, and Municipal agencies including but not limited to, DHS - Department of Homeland Security, DOD-Department of Defense, DLA - Defense Logistics Agency, Department of the Army Department of the Navy, Department of the Air Force, Department of Justice, Bureau of Prisons, as well as Department of Veteran Affairs.

We are also in compliance with the TAA (Trade Agreement Act), BAA (Buy American Act), NAFTA (North American Free Trade Agreement) as well as FAR 25 & 52 and the confidentiality that is included in said regulations and agreements.

Thank you for your understanding, your support, and thank you for choosing OCTANE Forklifts, Inc.!

To respect our Client Confidentiality we can only differ you to a public website that has Federal information for past performance. [www.FPDS.gov](http://www.FPDS.gov)

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## OCTANE FORKLIFTS, INC. MANUFACTURER WARRANTY POLICY

**This written document** sets forth completely the entirety of all provisions, applications, conditions, implementations, results, and consequences of every aspect of the Express Warranty, Limitations of Warranty, Disclaimers of Warranty, Invalidity of Warranty, Exclusions of Warranty, and Extensions of Warranty ("Warranties") that OCTANE Forklifts (as "Seller") offers to those who/which purchase, from OCTANE Forklifts ("Buyer(s)"), any and all forklift machines; any and all equipment and devices that separately or in the aggregate perform or accommodate forklift operations or functions; and any and all parts and components of, for, or associated with forklift machines sold by OCTANE Forklifts ("Forklift(s)").

**This written document** wholly merges and fully integrates any and all other communications, expressions, implications, or representations of any kind (verbal, written, conduct-established, etc.) that could in any way relate to OCTANE Forklifts' Warranties. Any and all representations of any kind that are in any way inconsistent with Octane Forklift's written Warranties, as set forth in this written document, are null, void, and unenforceable; and such inconsistent representations shall not constitute, qualify, or in any way affect the written Warranties that OCTANE Forklifts provides to Buyers who purchase Forklifts.

### **Master Disclosure of the Exclusive Expressions, Limitations, and Disclaimers of the written Warranties:**

OCTANE Forklifts' written Warranties, as set forth in this written document, are Warranties that OCTANE Forklifts provides in lieu of and in complete and final replacement and substitution of - all other express or implied warranties, including any and all aspects of any implied warranties of merchantability, fitness for a particular purpose, title or infringement, or any other obligation on the part of OCTANE Forklifts. This Master Disclosure of the written Warranties shall control comprehensively any and all aspects of the written Warranties and, accordingly, shall limit, qualify, and otherwise affect the subject, substance, content, context, interpretation/construction, application, implementation, results, and consequences of any and all aspects of the written Warranties.

**Descriptions**, other than those in this written document, do **NOT** create or constitute a warranty by description or otherwise have any legal effect.

**Examples or demonstrator-models** of Forklifts, that were or are exhibited to Buyers, are for general informational purposes only and do NOT create or constitute a warranty by sample/model, or otherwise have any legal effect. The Buyer's sole and exclusive remedy and OCTANE's sole and exclusive liability, with respect to ANY breach of the written Warranties, as set forth in this written document, shall be, at OCTANE's sole and exclusive option, the repair, refurbishment, or replacement of the defective or nonconforming Forklift (or part or component), as set forth below in writing.

### **1. Exclusive and Express Warranty Coverage and Coverage Limitations:**

**1.1 Limited Emissions Components for Powerplants - 3 years or 2500 hours.** Related components include any engine parts related to the following systems: Air-Induction system. Fuel System. Ignition System. Exhaust Gas Recirculation Systems. Catalyst. Crankcase Ventilation Valves. Sensors. Electronic Control Units. Malfunction Indicator Light. Fuel Tank. Fuel Cap. Fuel Line. Fuel Line Fittings and Clamps. Pressure Relief Valves. Control Valves. Control Solenoids and Electronic Controls. Vacuum Control Diaphragms. Control Cables. Control Linkages. Purge Valves. Vapor Hoses. Liquid/Vapor Separator. Carbon Canister. Canister Mounting Brackets. Carburetor Purge Port Connector. \* Emission related components also include any other part whose only purpose is to reduce emissions or whose failure will increase emissions without significantly degrading engine/equipment performance.

**1.2 High-Cost Emissions Components for Motor:** A component covered by the emissions-related warranty (as set forth above in writing) with a replacement cost, at a time of certification, that exceeds \$400. Components that are not directly involved with fuel control or the emission control system - as well as the accessories manufactured or supplied/attached by (and sold to OCTANE Forklifts for installation)

- will be free from defects in material and workmanship for a period of 1 year or 2000 hours, whichever occurs first. Replacement parts may be new, re-manufactured, reconditioned, or repaired depending on the specific component and particular circumstances involved.

All components used to meet standards are **warranted for the unexpired portion of the warranty period**. The warranty period begins on the date the forklift is delivered to the Buyer. However, if the forklift is first placed in service as a demonstrator, prior to sale, the warranty period begins on the date that the forklift was first placed into service, presale, as a demonstrator. The warranty covers **ONLY** malfunctions resulting from defects in material or workmanship.

**1.3 Diesel Base Engine Warranty - 2 years or 2000 hours.** Applicable to: Base Engine. \*Not applicable to the A Series Engine.

**1.4 Diesel Extended Major Component Warranty - 3 years or 4,000 hours.** Applicable to: \*Registered Parts Only Cylinder Block, Camshaft, Crankshaft, Connecting Rod. Coverage begins on the expiration of the Base Engine Warranty and ends at the time or hour limitation listed above, whichever comes first, after the warranty start date.



## OCTANE FORKLIFTS, INC. MANUFACTURER WARRANTY POLICY

**1.5 OCTANE Chassis /Non Emissions Related Warranty** - This includes parts that are not related to emissions control.

**1.6 OCTANE Limited Warranty** - Applicable to the following: Forks, Wheel Hub, Wheel Rim, Mast, Overhead Guard, Muffler, Counter Weight, Steering Wheel, Gear Box, Driving Axle, Mast Bearing, Wheel Brake, Steering Axle, Redirector, Gear Pump, Flow Regulator, Chain, Sprocket, Lifting Cylinder, Tilting Cylinder, Control Valve, High pressure Hose, and Radiator.

**1.7 Items that are guaranteed for six months or 1000 hours:** Starting Battery, Starter Motor, Alternator, Electric Distributor, Clutch Cover and Release Bearing, Regulator, Dashboard, Sensors.

### 2. Warranty Disclaimers, Exclusions, and Invalidity:

2.1 The Warranties set forth in this written document do **NOT** cover: Malfunctions resulting from alterations that are not approved by OCTANE Forklifts; excessive use, misuse, or abuse; intentionally tortious or negligent operation, implementation, or application; or accident. Examples of Conditions that cause the Warranties to be invalid: Damage due to incorrect storage, negligent care, insufficient maintenance, or improper usage. Equipment modifications or replacement of items by individuals who are not authorized by OCTANE Forklifts. Damage from wrongful operation or overloading. Damage due to man-made hazard.

**Please Note: No liability for Incidental or Consequential Damages:** OCTANE Forklifts is **NOT** liable for incidental or consequential damages resulting from breach of the written Warranties, as set forth in this written document, such as (by way of example and not limitation) loss of time or inconvenience; or the cost of labor for removal from or reinstallation of the Forklift component(s) or part(s).

**Please Note Important Condition:** At OCTANE Forklifts sole and exclusive discretion, OCTANE Forklifts has the right to require the Buyer to return to OCTANE Forklifts, for inspection and evaluation, any allegedly defective or malfunctioning components or parts, as an express condition on which warranty coverage will be strictly contingent.

**2.2 Items that are NOT covered by warranty:** Additional Labor Expenses; Additional Working Time; Fast-wear Parts, e.g.: wheels, rollers, bearings, etc.; Consumable items like oils, seals, etc.; Freight cost for replacement parts in Buyers' locations; Lights, fuses, wiring, etc.; Machine transportation costs completed to Buyers' locations; Loss of time, loss of revenue, loss of production, loss of machine use, loss of bid or contract, **and ANY and ALL other Incidental or Consequential damages.**

**2.3** OCTANE Forklifts does NOT provide or include a replacement machine as part of any aspect of the coverage provided by the written Warranties.

**3 Components and Parts Warranty-Return Procedure:** Do not return any parts unless requested. Return parts must be cleaned and fully assembled. Parts must be shipped on a prepaid basis. OCTANE Forklifts will **NOT** accept a claim-application for warranty coverage, **If** OCTANE Forklifts requests the return of the subject components or parts, but OCTANE Forklifts does **NOT** receive the components/parts within **30 days** of the date on which OCTANE Forklifts emailed the return-request.

**4 Claim-Application Requirements:** All claim-applications for warranty coverage must be completed by the Buyer and received by OCTANE Forklifts, via email at: [warranty@octaneforklifts.com](mailto:warranty@octaneforklifts.com)

**Email Text Requirements:** In the emailed claim-application, the claimant must reference and identify, clearly and completely, the component(s) or part(s) for which the claimant is requesting coverage under the written Warranties.

**Email Photo Requirements:** The claimant must attach to the emailed claim-application one or more photos that disclose, clearly and legibly, the nameplate of the allegedly defective forklift. The attached photos must depict, clearly and obviously, the alleged defect or malfunction for which the claimant is requesting coverage under the written Warranties - and must do so in the context of the forklift's visibly-revealed condition and operational-environment. The photos must demonstrate, clearly and precisely, the orientation, position, and location of the component(s) or part(s) for which the claimant is requesting warranty coverage. The photos must reveal, clearly and legibly, the Serial Number, along with the Hour Meter with Hour Reading, for the component(s) or part(s) for which the claimant is requesting coverage under the written Warranties. A claimant also must attach to the emailed claim-application an accurate and exact copy of All Service, Maintenance, and Repair Records for the forklift (the machine, as a whole) and for all components and parts that were in any way serviced, maintained, and/or repaired, separate and apart from the forklift machine.

**5 Warranty Claim Submission:** A fully completed, photo-supported claim-application must be received, as an email that is ISP/server-designated as "received" by OCTANE Forklifts, at the above-provided email address and account, within 30 days of the date on which an applicable repair was completed. OCTANE Forklifts will deem incomplete, non-timely, and ineligible for coverage under the written Warranties, any and all claim-applications that OCTANE Forklifts receives on a date that is more than 30 days after the date on which the subject repair was completed.



## OCTANE FORKLIFTS, INC. MANUFACTURER WARRANTY POLICY

**There are no exceptions.** Claim-applications that OCTANE Forklifts returns, "for correction and resubmission", must be corrected and received by OCTANE Forklifts, as above-described, within **30 days** after OCTANE Forklift emails to the claimant a returned, correction/resubmission email-reply. OCTANE Forklift will **NOT** accept claim-applications that OCTANE forklifts does **NOT** receive within 30 days after OCTANE Forklifts emails a returned, correction/resubmission email-reply. OCTANE Forklifts will provide to a claimant **ONLY two opportunities** to submit to OCTANE Forklifts a claim-application: (1) an original claim-application and (2) a correction/resubmission claim-application, which OCTANE Forklifts must receive strictly in compliance with the above-described procedure, requirements, and timeframe. **After** OCTANE Forklifts provides the above-described, **second** opportunity - the correction/resubmission opportunity, OCTANE Forklifts will NOT accept any claim application that is not resubmitted in **strict compliance** with the above-described procedure, requirements, and timeframe.

**6 Warranty for Approved Attachments:** Any warranty for attachments of which OCTANE Forklifts approves, **exclusively** consists of **ONLY** those warranties, **if any**, that the manufacturers (of the approved attachments) specifically and expressly provides. Claimants must submit to those manufacturers any claims for warranty coverage on the approved attachments.

**7 Buyers' Inspection/Reporting Obligations:** Buyers are obligated to engage in all commercially reasonable **due diligence** in discerning and evaluating the condition, integrity, and fitness of the forklifts; Buyers are required to do so, immediately, by performing a comprehensive and thorough **Reception-Inspection**, upon the arrival of a forklift at a Buyer's delivery reception location. Buyers must present to, **and resolve with**, the delivering trucking/cartage company, **exclusively**, all alleged damage to the forklift. Buyers must disclose clearly in an **Inspection-Report** any components or parts that the Inspection reveals to be missing or incomplete. OCTANE Forklifts must receive the completed Inspection-Reports within **three days** of the date on which the Buyer receives delivery of the forklift. OCTANE Forklifts will **NOT** accept for review and consideration any Inspection-Reports that are received by OCTANE Forklifts later than three days **after** the Buyer's Delivery Reception date.

**Please Note Important Warranty Coverage Requirement:** OCTANE Forklifts' timely and proper receipt of the Inspection Report, in strict compliance with the specific and expressly disclosed (above) requirements, procedure, and timeframe, is an express condition on which OCTANE Forklifts' obligation to provide any coverage, under the written Warranties, is strictly contingent.

The references, descriptions, definitions, and characterizations set forth in this written document - with respect to any and all machines, components, parts, coverage, requirements, conditions, availability, limitations, and other subjects and qualifiers - constitute information that is reasonably correct, realistically accurate, and practically applicable, but only to the extent, under the limitations, and within the qualifications and context of **what is specifically and expressly disclosed in this written document**.

The Buyers are obligated to act responsibly, in good faith, and in a commercially reasonable and diligent manner in purchasing, inspecting, possessing, maintaining, repairing, and implementing the forklifts, in all respects, within and outside of the coverage provided by the written Warranties. Accordingly, the Buyers are obligated to act prudently, carefully, competently, and actively to prevent the submission of groundless and improper warranty claims that, too often, result in needless disputes and unnecessary litigation. In that respect, the Buyers have an affirmative duty to comply with the provisions and requirements of the written Warranties, all contract provisions between OCTANE Forklifts and the Buyers, AND all acknowledged industry standards, established best-practices, and all duties at law.







1 January 2022

To Whom It May Concern:

Please allow this correspondence to serve as confirmation of my full authority to sign any and all documents on behalf of OCTANE Forklifts Inc., a Colorado Corporation, including (but not limited to) documentation necessary to participate in supplying equipment, goods, and services in response to government bid opportunities and solicitations.

Should you have any additional questions or need additional supporting documentation, you may reach me via the contact information listed below.

Respectfully Submitted:

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

J.R. Antczak, President

OCTANE Forklifts Inc.®

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

Vanessa Kessler, Vice-President

OCTANE Forklifts Inc.®

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T: 844-628-2637

[www.octaneforklifts.com](http://www.octaneforklifts.com)

[jr@octaneforklifts.com](mailto:jr@octaneforklifts.com)



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**5000138343-One time Purchase of a Forklift for the Jefferson Parish  
Drainage Department  
Jefferson Parish Government**

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)  
25-May-2022 02:10:16 PM





**BID NUMBER- 50-00138343**

**One time Purchase of a Forklift for the Jefferson Parish Drainage  
Department**

**BID DUE: June 9, 2022 AT 2:00 PM**

**ATTENTION VENDORS!!!**

**Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, [www.jeffparishbids.net](http://www.jeffparishbids.net), by the bid due date and time. Late bids will not be accepted.**

**Jefferson Parish Purchasing Department  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053  
Buyer Name: SHANNA FOLSE  
Buyer Email: [sfolve@jeffparish.net](mailto:sfolve@jeffparish.net)  
Buyer Phone: 504-364-2680**

## **BID SPECIFICATIONS**

### **HYUNDAI FORKLIFT**

**BID #50-00138343**

1. 5,000 Base Capacity
2. 2.4L LP engine
3. Solid Pneumatic Tires (Single Drive)
4. 185" Triplex Mast
5. 42" Forks
6. Auto Fork Level
7. Orange Seat Belt
8. Load Indicator (Scale, Non-trade Legal)
9. Steering Wheel Spinning Knob
10. Side Shift
11. Rear Pillar Post Hand Hold With Horn Button
12. Panoramic Rear-View Mirror
13. Wet Disk Brakes
14. LED Headlights & Rear Lights
15. Minimum 3-year Factory "Bumper to Bumper" Warranty
16. LCD Monitor
17. Back-up Alarm
18. Anti Roll-Back
19. Must have "Full Service" Factory Authorized Service within 25 Miles
20. Price and Expected Delivery Date
21. FOB Delivered (4901 Jefferson Highway Suite A, Jefferson, LA 70123)

**VENDOR MAY QUOTE AN EQUAL-MUST SUPPLY SPECS ON EQUAL WITH BID SUBMISSION.**



DATE: 5/25/2022  
BID NO.: 50-00138343

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

**JEFFERSON PARISH**

PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETNA, LA. 70054-0009  
504-364-2678

BUYER: SFOLSE@jeffparish.net

BIDS WILL BE RECEIVED ONLINE VIA [WWW.JEFFPARISHBIDS.NET](http://WWW.JEFFPARISHBIDS.NET) UNTIL 2:00 PM, 6/09/2022 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net) to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

**LATE BIDS WILL NOT BE ACCEPTED**

**NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.**

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**  
**THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647 as amended.

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

**Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)**



**DATE:** 5/25/2022

**BID NO.:** 50-00138343

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All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

**NOTE:** A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

### **INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

**A. AWARD OF CONTRACT:** JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the **LOWEST RESPONSIVE and RESPONSIBLE BIDDER**, taking into consideration the **CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE**. **SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.**

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

**PROTESTS:** Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

**PREFERENCE:** Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"

**B. USE OF BRAND NAMES AND STOCK NUMBERS:** Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

**C. CANCELLATION OF CONTRACT:** JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a **THIRTY (30) day** written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns 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 Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

**D. PRICES:** Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).



DATE: 5/25/2022

BID NO.: 50-00138343

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

### IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at [www.jeffparishbids.net](http://www.jeffparishbids.net) to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 as amended. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

### ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

13, 15

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(l), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.



### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies) When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.



## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment."). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

DATE: 5/25/2022

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BID NO.: 50-00138343

**BID FORM**  
Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO X

MAXIMUM ESCALATION PERCENTAGE REQUESTED N/A %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 60 Days after bid opening.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

180-210 Days ARO

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) N/A - We are out of State.

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: OCTANE Forklifts, Inc.

ADDRESS: 4905 Lima Street

CITY, STATE: Denver, CO ZIP: 80239

TELEPHONE: ( ) 844-628-2637 FAX: ( ) 303-997-6826

EMAIL ADDRESS: JR@OCTANEFORKLIFTS.COM

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: None

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 36,078.00

AUTHORIZED  
SIGNATURE: 

J.R. ANTCAZAK

Printed Name

TITLE: PRESIDENT

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.



DATE: 5/25/2022

INVITATION TO BID FROM JEFFERSON PARISH - continued

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BID NO.: 50-00138343

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	EA	<p>A ONE TIME PURCHASE OF A FORKLIFT FOR THE JEFFERSON PARISH DRAINAGE DEPARTMENT</p> <p>0010 HYUNDAI FORKLIFT (OR EQUAL) MODEL:25L-9A CLASS:V BASE CAPACITY:5000</p> <p>UNIT TO BE USED BY:SUBURBAN P/S OPERATORS UNIT TO BE USED FOR:MOVING INCOMING AND OUTGOING MATERIAL</p>	\$36,078.00	\$36,078.00

## **Non-Public Works Bid Affidavit Instructions**

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

*Instruction sheet may be omitted when submitting the affidavit*



**Non-Public Works Bid**

**AFFIDAVIT**

**STATE OF** Colorado

**PARISH/COUNTY OF** Denver

BEFORE ME, the undersigned authority, personally came and appeared: \_\_\_\_\_  
J.R. ANTCHAK, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized PRESIDENT of OCTANE Forklifts, Inc. (Entity),  
the party who submitted a bid in response to Bid Number 50-00138343, to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

**Choice B** X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

**Choice B** X There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

*[The remainder of this page is intentionally left blank.]*



That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.



\_\_\_\_\_  
Signature of Affiant

J.R. ANTCHAK

\_\_\_\_\_  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 2nd DAY OF June, 2022.



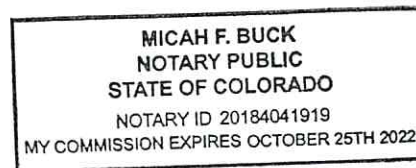
\_\_\_\_\_  
Notary Public

Micah F. Buck

\_\_\_\_\_  
Printed Name of Notary

20184041919

\_\_\_\_\_  
Notary/Bar Roll Number



My commission expires 10.25.2022.

## **CORPORATE RESOLUTION**

**\*Please see OCTANE Signatory Page Included with Bid Packet\***

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES  
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-  
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE ABOVE  
DATED MEETING OF THE BOARD OF  
DIRECTORS OF SAID CORPORATION, AND  
THE SAME HAS NOT BEEN REVOKED OR  
RESCINDED.

\_\_\_\_\_  
**SECRETARY-TREASURER**

\_\_\_\_\_  
**DATE**

**\*Please see OCTANE Signatory Page Included with Bid Packet\***