

6 April 2023

**JEFFERSON PARISH GOVERNMENT
JEFFERSON PARISH DEPARTMENT OF FLEET
4901 JEFFERSON HWY
JEFFERSON, LA 70121**

FORKLIFT

**SOLICITATION:
50-00141760**

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



2023 OCTANE FD35s – *This equipment is manufactured in the United States of America*
MODEL 80 – 7,716 lbs. Capacity @ 24in Load Center – Sit Down Counterbalanced Forklift
Kohler KDI 1903TCR (or equivalent) - Tier 4 Final– EPA/CARB Compliant - Diesel Powerplant
S480 Mast – 88.0”/189.1” LOWERED/RAISED (3-Stage) – **Tilt Front 6 Degrees / Back 6Degrees**
Solid Pneumatic Tires, Side-Shift w/ Fork Positioner, 4 Hydraulic Levers and Valves with Internal Hoses,
Hydrostatic Power Steering, Adjustable Grammar Vinyl Seat w/ Seatbelt, Neutral Engine Start, Hydraulic Brakes,
Steering Wheel w/ Spinner Knob, Rubber Floormats, Inching Pedal, Horn, Adjustable Steering Column,
Dual Rear-View Mirrors, Ergonomic Cowl Mounted Levers, Air Intake in Overhead Guard,
LCD Multi-Function Display, Audible Back-up Alarm, Anti-Slip Steps, Tool Box,
2 OHG Mounted Headlights, LED Amber Strobe, Rear Combination Lights, Draw Pin Bar (TowPin)
Standard Load Back Rest, 48” Forks,
Complete Set of Manuals Upon Delivery |
12 month/ 2,000 hour Manufacturer Warranty |
Shipping Included FOB – 180-210 Days ARO
***Final Assembly USA*(TAA, BAA, NAFTA/USMCA) Compliant**

J.R. Antczak | President
JR@OctaneForklifts.com
OCTANE Forklifts, Inc.
4905 Lima Street
Denver, CO 80239, U.S.A.
DUNS (011723445) – UIE (WBCPLUVBSPL9) – CAGE (88NS0) – FEIN (26-1129432) – SBE

OCTANE

FORKLIFTS

TAA/BAA/USMCA/NAFTA/U.S. MFG

FD35s

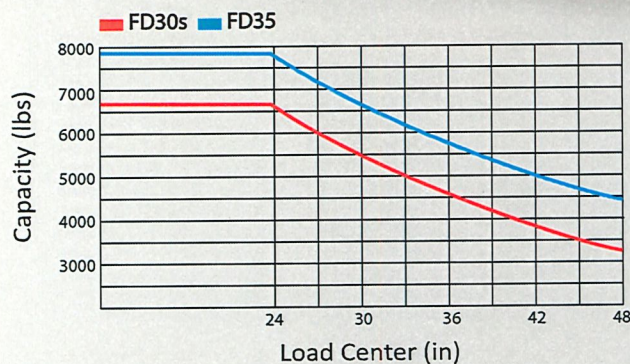
SIT-DOWN DIESEL

General		
Model	-	FD35s
Type	-	Sit-Down Diesel
Mast Type	-	Base Mast
Load Capacity	lbs	7700
Load Center	in	24

Dimensions		
Overall Length Without Forks	in	111.6
Overall Width	in	48.4
Overhead Guard Height	in	83.7
Wheelbase	in	70.8
Overhang Front	in	19.0
Tire Type	-	Air Pneumatic
Tire Size Front/Rear	in	28x 9- 15-12PR / 6.5-10-10PR
Minimal Ground Clearance	in	5.5
Minimal Outside Turning Radius	in	101.1
Minimal Intersecting Aisle Width	in	104.3
Service Weight	lbs	10361

Mast Specifications		
Lowered Mast Height	in	84.6
Raised Mast Height	in	118.2
Load Backrest Width/Height	in	45.8 / 43.6
Extended Mast Height With Backrest	in	164.3
Fork Size (Length x Width x Thickness)	in	42 x 4.9 x 1.9
Mast Tilt Front/Rear	deg	6 / 12
Max Lifting Speed (Full)	in/s	13.8
Max Lowering Speed (Full)	in/s	13.8

Engine and Performance		
Manufacturer	-	Kohler
Model	-	KDI 1903TCF
Rated Output /R.P.M.	hp	56/2600
Rated Torque /R.P.M.	tq	156/1600
Number of Cylinders	-	4
Fuel Tank	G	15.6
Battery Voltage/Capacity	v/Ah	12V / 80Ah
Transmission FWD/RVS	-	1 / 1
Service Brake	-	Hydraulic
Travel Speed FWD/RVS	mph	12/12



OCTANE FORKLIFTS

TYPE	MODEL	LOWERED HEIGHT	RAISED HEIGHT	FD30 (LBS)	FD35 (LBS)	MAST EXT W/LBR	FREE LIFT	TILT F/R
DUPLEX	M200	63.6	78.8	5986	6987	124.5		6/12
	M250	73.4	98.5	5986	6987	144.9		6/12
	M300	83.3	118.2	5986	6987	164.6		6/12
	M330	89.2	130.0	5986	6987	176.5		6/12
	M350	93.1	137.9	5986	6987	184.3		6/12
	M370	97.1	145.7	5986	6987	192.2		6/12
	M400	105.0	157.6	5899*5999	6402*7002	204.0		6/12
	M450	114.8	177.3	5498*5999	6000*6102	223.7		6/6
	M500	124.7	197.0	4799*5099	5002*5701	243.4		6/6
	M550	136.5	216.7	4500*4799	4601*5002	263.1		3/6
	M600	146.3	236.4	2298*4398	3600*4601	282.8		3/6
DUPLEX FFL	Z200	63.6	78.8	5986	6987	125.2	18.5	6/12
	Z250	73.4	98.5	5986	6987	144.9	28.3	6/12
	Z300	83.3	118.2	5986	6987	164.6	38.2	6/12
	Z330	89.2	130.0	5986	6987	176.5	44.1	6/12
	Z350	93.1	137.9	5986	6987	184.3	48.0	6/12
	Z370	97.1	145.7	5986	6987	192.2	52.0	6/12
	Z400	105.0	157.6	5798*5999	6600*7001	204.0	59.8	6/12
TRIPLEX	S370	73.6	145.7	5786	6587	192.0	28.7	6/6
	S400	77.6	157.6	5786	6587	203.9	32.7	6/6
	S435	82.1	171.3	5600*5798	6001*6600	217.6	37.2	6/6
	S450	84.1	177.3	5399*5600	5800*6202	223.6	39.2	6/6
	S480	88.0	189.1	4998*5600	5401*5800	235.4	43.1	6/6
	S500	90.8	197.0	4599*5099	5002*5602	243.3	45.9	6/6
	S550	99.2	216.7	4398*4799	4700*5002	263.0	54.5	3/6
	S600	105.7	236.4	3306*4630	3300*4400	282.7	61.2	3/6

FD30
Diesel Sit-Down

FD35
Diesel Sit-Down

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 331lbs less

2023 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

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

January 1, 2023

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.!

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

January 1, 2023

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 VeteranAffairs.

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

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

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.





JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

April 5, 2023

ADDENDUM # 1

Bid Number: 50-00141760

Bid Opening Date: April 6, 2023 at 11:00 AM
Bid Opening Date Postponed to: April 12, 2023 at 11:00 AM

Description of Bid: Purchase of a Forklift Heli Model CPCD35 – Class 5 Base Capacity 7,000 or equal for the Jefferson Parish Public Works Streets Department

CLARIFICATION

Question

1. 50-0141760 - Clarification Questions. Specification Page - Control Valve - bid lists "4 Valve with Handle"

Could you please clarify what you need for the 4th (Function) valve and lever?

For example, Function 1 - Raise/Lower Mast, Function 2 - Tilt Mast Forward and Backward, Function 3 Side Shift, Function 4 - Fork Positioner (Hydraulically move forks inwards towards center of carriage and outwards towards edge of carriage) OR auxiliary valve and lever for additional attachments.

Answer

Function 4 – Fork Positioner (Hydraulically move forks inward towards center of carriage and outwards towards edge of carriage).

**** BID IS POSTPONED UNTIL APRIL 12, 2023 AT 11:00 AM *****

Sincerely,

Lisa Caronia

Lisa Caronia
Buyer I

JOSEPH S. YENNI BUILDING - 1221 ELMWOOD PARK BLVD - SUITE 404 - JEFFERSON, LA 70123 - PO BOX 10242 JEFFERSON, LA 70181-0242
OFFICE 504.364-2678

GENERAL GOVERNMENT BUILDING - 200 DERBIGNY ST - SUITE 4400 - GRETN, LA 70053 - PO BOX 9 - GRETN - LA 70054
OFFICE 504.364.2678

EMAIL: PURCHASING@JEFFPARISH.NET

WEBSITE: WWW.JEFFPARISH.NET



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form by indicating the addendum number listed above. Failure to list each addenda number on the bid form will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

JOSEPH S. YENNI BUILDING - 1221 ELMWOOD PARK BLVD - SUITE 404 - JEFFERSON, LA 70123 - PO BOX 10242 JEFFERSON, LA 70181-0242
OFFICE 504.364-2678

GENERAL GOVERNMENT BUILDING - 200 DERBIGNY ST - SUITE 4400 - GRETN, LA 70053 - PO BOX 9 - GRETN - LA 70054
OFFICE 504.364.2678

EMAIL: PURCHASING@JEFFPARISH.NET

WEBSITE: WWW.JEFFPARISH.NET



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000141760 Purchase of a Forklift Heli Model CPCD35 - Class 5 Base
Capacity 7,000 for the Jefferson Parish Public Works Street Department
Jefferson Parish Government**

Project documents obtained from www.CentralBidding.com

30-Mar-2023 03:53:08 PM



Bid Number 50-00141760

**Purchase of a Forklift Heli Model CPCD35 – Class 5 Base Capacity
7,000 or equal for the Jefferson Parish Public Works Streets
Department**

BID DUE: April 6, 2023 AT 11:00 AM

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, 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: Lisa Caronia
Buyer Email: LCaronia@jeffparish.net
Buyer Phone: 504-364-2679**

50-141760

FORKLIFT

Class- 5

Quantity: 1

Base Capacity: 7,000

(1) 7,000 lbs. Base Capacity@ 24" Load Center, Pneumatic Tire - Diesel

Engine	Diesel V2403 Tier IV- 57.9 HP/ 2400 RPM
Mast	185" Triple Stage
Carriage	43.3" Standard Carriage
Attachment	41.8" Class III Hang-On Side Shifter
Forks	48" Length
Control Valve	4 Valve with Handle
Hose Group	Dual IHR For 3-Stage Full Free Mast
Overhead Guard	Standard Height
Mirror	Center
Warning Lights	Flashing Amber
Seat	Grammar
Tires	Solid Single
Warranty	Standard Warranty - 12 Months or 2,000 Hours

Standard Equipment

Hydraulic Power Steering
Automatic Transmission
Head Lights
Turn Signals
Brake Lights
Back-Up Lights
Back-Up Alarm
Seat Belt
Horn
Towing Pin
Load Backrest
Air Intake in OHG
Tools Case

DATE: 3/30/2023

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00141760

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETN, LA. 70054-0009
504-364-2678

VENDOR:

BUYER: LCARONIA@jeffparish.net

Bids will be received until 11:00 AM, 4/06/2023

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. 9:2602(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

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. A copy of these resolutions 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 purchasing.jeffparish.net and clicking on On-line forms.

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.

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. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. 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. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail.

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.

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.)

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

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 alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

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.

All formal Addenda require written acknowledgment on the bid form by the bidder by the bidder placing the Addendum number in the appropriate section. 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.

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.

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

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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).

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.

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 to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

ADDITIONAL REQUIREMENTS FOR THIS BID

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

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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(I), 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.
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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 an as needed basis contract. 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.
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.

DATE: 3/30/2023

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BID NO.: 50-00141760

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 3/30/2023

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00141760

JEFFERSON PARISH

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

VENDOR: OCTANE Forklifts Inc.

BUYER: LCARONIA

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order 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 at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

180-210 Days ARO

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

Once we have received PO

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

180-210 Days ARO

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: N/A - None

NUMBER: _____

NUMBER: _____

NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) N/A

***** ALL BIDDERS MUST COMPLETE SECTION BELOW *****

FIRM NAME:

OCTANE Forklifts Inc.

PRESIDENT

SIGNATURE:

TITLE:

(Must be signed here)

PRINT OR TYPE NAME:

J.R. ANTCZAK

ADDRESS:

4905 Lima Street

CITY, STATE:

Denver, CO

ZIP:

80239

TELEPHONE:

(844) 628-2637

FAX:

(303)997-6826

EMAIL ADDRESS:

JR@OCTANEFORKLIFTS.COM

TOTAL PRICE OF ALL BID ITEMS: \$ 40,453.00

DATE: 3/30/2023

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00141760

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	ONLY	<p>Purchase of a Forklift Heli Model CPCD35 - Class 5 Base Capacity 7,000 or equal for the Jefferson Parish Public Works - Street Department</p> <p>0010 HELI MODEL CPCD35 - CLASS 5 BASE CAPACITY 7,000</p> <p>WB STREETS</p> <p>PLEASE DELIVER TO: JEFFERSON PARISH DEPARTMENT OF FLEET ATTN: BRUCE VOSBEIN 4901 JEFFERSON HWY JEFFERSON LA 70121</p>	\$40,453.00	\$40,453.00