

28 September 2018

ATTN: MISTY A CAMARDELLE
JEFFERSON PARISH PURCHASING DEPARTMENT
200 DERBIGNY STREET
GENERAL GOVERNMENT BUILDING 4400
GRETNA, LA 70053

SOLICITATION: 50-00124237

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



2019 OCTANE FB18 3-WHEEL ELECTRIC SITDOWN

3,968 LBS Capacity
48V Curtis AC Control Systems
S480 Mast 84.5/188.9 LOWERED/RAISED
Full Suspension Seat, Non-Marking Tires, Orange Safety Belt
Fork Positioner System w/48" Forks
12months/2,000hours Warranty

All Specifications Met or Exceeded - FOB 120 Days

J.R. Antczak
Vice-President
JR@OctaneForklifts.com
Endless Sales, Inc; d.b.a. OCTANE Forklifts
4905 Lima Street
Denver, Colorado 80239

RECEIVED
2018 OCT -4 AM 11:45
JEFFERSON PARISH
PURCHASING



Bid Number 50-00124237

**PURCHASE OF ELECTRIC POWERED FORK LIFT TRUCK FOR THE PUBLIC
WORKS WAREHOUSE FOR THE JEFFERSON PARISH DEPARTMENT OF
ENGINEERING**

BID DUE: OCTOBER 11, 2018 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 in the Purchasing
Department by the bid due date and time.**

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Buyer Name: Misty A. Camardelle
Buyer Email: mcamardelle@jeffparish.net
Buyer Phone: 504-364-2683**



JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Renny Simno
Director

July 2018

CHANGES TO JEFFERSON PARISH BIDDING PROCEDURES

The East bank Office of Purchasing is now open! We are located in the Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Suite 404, Jefferson, LA 70123. Bidders may submit bid responses at this location, pending authorization in each bid package. **Bidders should carefully read and must respond accordingly per the requirements of the bid packages. NOTE: Bidders submitting bids on the day of bid opening, bidders must submit at the West Bank location only.**

Other Changes Continued:

- For all advertised sealed bids, written evidence of signature authority must be included with bid submission.
- Current W9 Forms 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, a current W-9 form must be supplied upon contract execution, should you be awarded a contract and/or issued a purchase order.
- **Proof of insurance in the form of a current certificate evidencing coverages is required with bid submission.** Bidders must read the insurance requirements attachment included in each bid package for specific instructions. Upon contract execution, successful bidder must produce final insurance certificates in accordance with Jefferson Parish insurance requirements.

Bidders should reference the "Additional Requirements" section of the bid instructions and/or the "Important Notice to Bidders" included in the bid package for specific requirements to respond accordingly.

For more information, please call Jefferson Parish Purchasing at 504-364-2678.

Joseph S. Yenni Building – 1221 Elmwood Park Blvd., Ste. 404, Jefferson, LA 70123
Office 504.364.2678
General Government Bldg. – 200 Derbigny St – Suite 4400 - Gretna, LA 70053
Office 504.364.2678
Email: Purchasing@jeffparish.net Website: www.jeffparish.net

Forklift Specifications

Three Wheel Electric Sit Down Counterbalanced Truck

TT Mast, Open View with Full Free Lift

Operator Display, with the following features:

OPSS Activation Light

Parking Brake Light

Low-Speed Setting & Down Button

Power Select & Left Button

Power Select Indicator

Time/Date & Right Button

Multifunction Hour Meter & Enter Button

Time/Date Indicator

Overheat Warning Light

Diagnostic Mode Light

Travel Speed Indicator

Mast Tilt Indicator

Travel Direction Indicator

Battery Capacity Indicator

Seat Vinyl, Ergonomic with Tilt, Lumbar, and Full Suspension Adjustments

Drawbar Pin

Diagnostics, Drive and Lift

Drive, Dual

Floor Mat, Rubber

Horn, Electro-Mechanical

Key Switch

Lift and Drive Motors Temperature Warning Lights

Lift-out Battery Compartment

Lift System Relief Valve

Braking, Regenerative

Mast, Cushioned Stops

Mast Tilt, 5° Forward/6.5° Back (TT)

Carriage, Hook-Type, 37 in. Wide, ITA TT Mast

Battery State-of-Charge with Lift Cut-out

Brakes, Dual Hydraulic, Oil Cooled, Disc Brakes

Hydraulic Functions, Fully Variable, Lever Control

36 Volt System

3,480 Lbs. Capacity @ 24" Load Center to 188"

Overall Collapsed Height of Mast: 83"

Elevated Height of Forks: 188"

Extended Height of Truck with Load Backrest: 236.2"

Overhead Guard Height: 80.9"

Top of Seat to Underside of Overhead Guard: 43.5"

ITA Class II Forks: 42" Long X 5" Wide X 1.6" Thick

Lowered Height of Forks: Floor

Chassis Width/Overall Width: 41.5"

Forks Manually Adjust from 14" Minimum to 34.3" Maximum Overall Width

Grad ability: Empty - 19% Loaded - 19%

Turning Radius: 62.8"

Truck Wheelbase: 55.1

Travel Speed: Empty – 8.8 MPH Loaded – 8.8 MPH

Elevating Speed: Empty - 110 FPM Loaded - 59 FPM

Lowering Speed: Empty - 94 FPM Loaded - 96 FPM

25" Battery Compartment Width

Truck Weight, Less Battery: 5,965 Lbs.

Additional Truck Options to be Included:

48" Forks

Orange – Safety Belt

Keyless On / Off

Front Lights

Standard Warranty Coverage

Class II Fork Positioner

Non-Marking Tires

Battery: Model: EnerSys HUP 18-125-15

875 AMP Hour, 36 Volts

Charger: Model: IMPAQ

EI3-HL-4YE

3 Phase/ 480

36 Volt

DATE: 9/26/2018
BID NO.: 50-00124237

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: MCamardelle@jeffparish.net

BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 10/11/2018 AND PUBLICLY OPENED THEREAFTER.

For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting 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

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

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.

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.

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. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

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.

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.

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.

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

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 submitted a bid in response to this solicitation may submit a protest in writing to the Director of the Purchasing within 48 hours of bid opening. The Purchasing Director will review it in connection with the Parish Attorney's Office which will then respond in writing as soon as possible.

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 Parish 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).

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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 encouraged 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>.

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 dated 12/09/09. 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(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 envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then 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. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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. Prior to contract executions/purchase order issuance, the successful bidder will be required to provide final insurance certificates which shall name Jefferson Parish as an additional insured in accordance with the instructions in the aforementioned "Standard Insurance Requirements" sheet.
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. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies) If 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-Collusion 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.
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 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 owned 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 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

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.

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

MAXIMUM ESCALATION PERCENTAGE REQUESTED _____%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF _____

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

120 Days after award

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Endless Sales DBA Octane Forklifts

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 as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____
NUMBER: _____
NUMBER: _____
NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ _____

AUTHORIZED SIGNATURE: [Signature]

JR Antczak

Printed Name

TITLE: Vice 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.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00124237

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	ONLY	<p>PURCHASE OF ELECTRIC POWERED FORK LIFT TRUCK FOR THE PUBLICS WAREHOUSE FOR THE JEFFERSON PARISH DEPARTMENT OF ENGINEERING</p> <p>0010 NEW THREE WHEEL ELECTRIC POWERED FORK LIFT TRUCK WITH BATTERY CHARGER.</p> <p>DELIVER TO : JEFFERSON PARISH PW WAREHOUSE 1500 RIVER PARK RD BRIDGE CITY, LA 70094</p>	26,927	26,927.00

CORPORATE RESOLUTION

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

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. Antezak,

Senior Vice-President, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized Senior Vice President of Endless Sales Inc. dba OCTAVE FOREVER (Entity), the party who submitted a bid in response to Bid Number 50-00124237, 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 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 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. Antozak

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 1st DAY OF October, 2018.

Notary Public

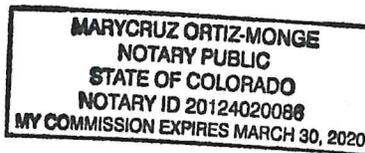
Mary Cruz Ortiz-Monge

Printed Name of Notary

20124020086

Notary/Bar Roll Number

My commission expires March 30 2020



OCTANE FORKLIFTS

Electric Forklift 3Wheel Model 40 with Curtis AC Control System

No	Specifications		Unit	
1	Length	without fork		82.3
		with fork		130.3
2	Width	tires (outside)	in	57.5
		chassis		43.3
3	Height	mast lowered	in	84.5
		overhead guard		88.6
		mast extended (with backrest)		229.8
4	Distance from seat surface to overhead guard		in	42.4
5	Fork Size (L*W*T)		in	48x 4.7 x 1.6
6	Fork Spacing (outside)		in	9.4~40.9
7	Load backrest width/height		in	44.9/40.9
8	Wheelbase		in	57.5
9	Overhang	Front	in	18.9
		Rear		20.1
11	Tire	Front		18 x 7-8PR
		Rear		16 x 6-8PR
12	Min. Ground Clearance	Chassis	in	4.9
		Mast		3.5
		Counterweight		4.5
13	Lift height		in	188.9
14	Free Lift		in	46.3
15	Mast Tilt	Front	Deg.	6
		Rear		12
16	Max Lifting Speed (empty)		in/sec	19.4
17	Max Lifting Speed (full)		in/sec	11.8
18	Max Lowering Speed (empty)		in/sec	14.6
19	Max Lowering Speed (full)		in/sec	22.8
20	Tilt forward speed		°/S	7.7
21	Min. turning radius		in	66.5
23	Min. intersecting Aisle width		in	88.6
24	Powerplant			Curtis AC-40
25	Max driving Speed (empty)		mph	8.7
26	Max driving Speed (full)		mph	9.9
27	Rated Capacity		lbs	4409
28	Load center		in	24
29	Gradeability (full)		%	11.8
33	Axle Loading, Front/Rear (full)		lbs	3968/5514
34	Axle Loading, Front/Rear (empty)		lbs	5514
35	Service Weight		lbs	7054
36	Battery		V/Ah	48/490
37	Power type			Electric Rechargeable
38	Engine model			Curtis AC
39	Rated output/r.p.m.		kw	N/A
40	Max. torque/r.p.m		kw	N/A
	Min. torque/r.p.m		kw	N/A
41	No.of Cylinder			N/A
42	BorexStroke		in	N/A
43	Displacement		cc	N/A
44	Fuel Tank Capacity		G	N/A



Octane Forklifts 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 GM 3.0L/4.3L, Nissan K25, PSI 2.4L/3.0L/4.3L, Cummins (All Platforms), Curtis AC 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 GM 3.0L/4.3L, Nissan K25, PSI 2.4L/3.0L/4.3L, Cummins (All Platforms) 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 IMPCO Technologies (and sold to Octane Forklifts for installation in IMPCO certified engines) - 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, remanufactured, reconditioned, or repaired depending on the specific component and particular circumstances involved.

All components used to meet IMPCO Technologies Inc. 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 Cummins Diesel Base Engine Warranty- 2 years or 2000 hours. Applicable to: Base Engine. *Not applicable to the A Series Engine.

1.4 Cummins Diesel Extended Major Component Warranty- 3 years or 10,000 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.

1.5 Octane Chassis /Non Emissions Related Warranty- 1 year or 2000 hours. This includes parts that are not related to emissions control.

1.6 Octane Limited Warranty- 6 months or 1000 hours. 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.

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.