

29 October 2018

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

**SOLICITATION: 50-00124573**

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 FY25 – This forklift is manufactured in the United States of America**

5,511 LBS Capacity @24" Load Center

S480 Mast 84.5/188.9 LOWERED/RAISED

LED Lighting Package, Solid Pneumatic Tires, High Air Intake

Side-Shift, Rear Handle w/Horn, Strobe, 48" Forks

12month/2,000hour Warranty | 36month/6,000hour Warranty

***All Specifications Met or Exceeded - FOB 120 Days***

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

**J.R. Antczak**

**Vice-President**

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

**Endless Sales, Inc; d.b.a. OCTANE Forklifts**

**4905 Lima Street**

**Denver, Colorado 80239**

**DUNS (031406123) – CAGE (63T42) – FEIN (26-2964586)**



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**5000124573 - PURCHASE A QUANTITY OF FORK LIFT FOR THE PUMP  
STATION MAINTENANCE FOR THE JEFFERSON PARISH DEPARTMENT  
OF DRAINAGE**  
Jefferson Parish Government

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)  
29-Oct-2018 03:13:18 PM



Bid Number 50-00124573

**PURCHASE A QUANTITY OF FORK LIFT FOR THE PUMP STATION  
MAINTENANCE FOR THE JEFFERSON PARISH DEPARTMENT OF  
DRAINAGE**

**BID DUE: NOVEMBER 8, 2018 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 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](mailto: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](mailto:Purchasing@jeffparish.net) Website: [www.jeffparish.net](http://www.jeffparish.net)

# Jefferson Parish

## Department of Fleet Management

### VEHICLE – EQUIPMENT SPECIFICATIONS

SPECIFICATION NO.: 008-2018

In order to avoid any uncertainty, bidder shall complete the bidder section with a description of item bid listing brand name and pertinent details of item.

**NOTE:**

The use of checks and failure to provide description on any specification listed in this bid document shall result in bid being found non-responsive and, therefore, rejected.

## LIFT TRUC-5000 LB NOMINAL CAPACITY, CLASS V

**DESCRIPTION**

Lift Truck – 5,000 lb. Nominal Capacity, Class V  
Brakes – Self Energizing drum

**Powertrain -**

Engine – PSI 2.4L LPG  
Power shift 1 Speed Transmission  
High Air Intake  
Counterweight Rear Exhaust  
Fixed LPG Bracket with Steel Strap  
Pressure Sensing Low LPG Fuel Indicator

**Powertrain Options -**

Single Pedal Inch/Brake Arrangement  
Anti-Clog Radiator  
Key Switch Start  
UL Label – Classification Type LP  
33.5 lb. Steel LPG Fuel Tank with Auxiliary Fill Valve  
3 Stage Full Free Lift Mast – Class II-189" (480mm)

**MAST-**

Maximum Lift Height – 84" (2120mm) Overall  
Lowered Height  
Mast Tilt – 6" Forward/6" Back  
48" (1220mm) High Load Backrest Extension

**Carriages & Attachments -**

**42" (1067mm) Wide-Class II-Hook Type Integral Side shift Carriage**

**Forks -**

**42" Long x 1.6" Wide (1067mm x40mm x100mm)  
Class II Hook Type – Standard Taper Forks**

**Hydraulics -**

**3 Function (1 Auxiliary Hydraulic Control Valve  
Mechanic Lever Hydraulic Controls – Cowl Mounted**

**Hoses -**

**1 Auxiliary Function Hose Group – 2 Hoses Internally Mounted**

**Wheels & Tires -**

**Drive Tires – 7.00 – 12 Pneumatic Shaped Solid (PSS)-2 Layer  
Construction – Standard Tread Width Tires  
Steer Tires – 6.00 x 9 Pneumatic Shaped Solid (PSS)-2 Layer Construction**

**Operator Compartment -**

**Document Clip**

**Included Items -**

**Rear Drive Handle with Horn Button  
88" Overhead Guard (Gride Style)**

**Directional Control -**

**Directional Control Pedal  
Steering Wheel with Integral Spinner Know**

**Seat -**

**Seat Belt – Black - No-Clinch with ELR (Emergency Locking Retractor)**

**Lights & Alarms -**

**Audible Alarm – Reverse Directorion Activated  
Self-Adjusting 82-102 Db (A)  
Visible Alarm – Amber LED Strobe  
Key switch Activated – Does Not Increase Truck Height  
Work Lights – LED Plastic Lens – 2 Front and 1 Rear**

**Warranty -**

**12 Months/2,000 Hours Manufacturer's Warranty  
36 Months/6,000 Hours Powertrain Warranty  
Please See Full Warranty Statement for Additional Details**

**Literature & Nameplate -**  
**English Literature Pack and Labels**

**Fees & Surcharges -**  
**Freight, Fees & Surcharges**

**Additional Items or Accessories Included**

**YSP Make Ready -**  
**YSP Package - Class I, II, IV, V Make ready, Hardware Kit, Local Delivery, Mktg Charge**

**WARRANTY SERVICE REPAIRS MUST BE INITIATED WITHIN TWO (2) HOURS OF NOTIFICATION.**

**WARRANTY: 12months / 2,000hours & 36months / 6,000hours**

**MANUALS: (2) PARTS, (2) SERVICE MANUALS, (2) WIRING DIAGRAMS IF MANUFACTURER STILL PROVIDES. IF NO MANUALS, CD'S WILL BE ACCEPTED.**

**SAFETY: MUST MEET OR EXCEED ALL FEDERAL AND STATE SAFETY STANDARDS**

DATE: 10/29/2018

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00124573

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

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: MCamardelle@jeffparish.net

Bids will be received until 11:00 AM, 11/08/2018 via online at [www.jeffparishbids.net](http://www.jeffparishbids.net) or by hand delivery, USPS mail or other courier service to Purchasing Department, 200 Derbigny Street (General Government Building), Suite 4400, Gretna, LA 70053. 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 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. 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](http://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. 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.

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. 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 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 as appropriate and a written response will be provided as soon as possible.

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. 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.

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 A1 17.1-1961).

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**

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

**ADDITIONAL REQUIREMENTS FOR THIS BID**

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

13

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

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: 10/29/2018

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 4

BID NO.: 50-00124573

**JEFFERSON PARISH**

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

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: MCamardelle

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

120 Days After Award

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

N/A

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

N/A

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: \_\_\_\_\_

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

<b>*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***</b>	
FIRM NAME: Endless Sales Inc DBA Octane Forklifts	
SIGNATURE: (Must be signed here)	TITLE: Vice President
PRINT OR TYPE NAME: JR Antczak	
ADDRESS: 4905 Lima St	
CITY, STATE: Denver, CO	ZIP: 80239
TELEPHONE: (844)628-2637	FAX: (303)977-6826
EMAIL ADDRESS: JR@OctaneForklifts.com	

TOTAL PRICE OF ALL BID ITEMS: \$ 28,226.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00124573

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	EA	<p>PURCHASE A QUANTITY OF FORK LIFT FOR THE PUMP STATION MAINTENANCE FOR THE JEFFERSON PARISH DEPARTMENT OF DRAINAGE</p> <p>0010 - Hyster H50XT Fork Lift with YSP Make Ready Package</p> <p>For Drainage Pump Station Maintenance</p>	\$28,226.00	\$28,226.00

# OCTANE FORKLIFTS



## LPG Forklift Model 50 with Nissan K25 EPA/CARB

No	Specifications	Unit
1	Length without fork with fork	in
2	Width tires (outside) chassis	in
3	Height mast lowered overhead guard	in
4	Distance from seat surface to overhead guard	in
5	Fork Size (L*W*H)	in
6	Fork Spacing (outside)	in
7	Load backrest width/height	in
8	Wheelbase	in
9	Overhang Front Rear	in
11	Tire Front Rear	7-12-12 PR 6.0-9-10 PR
12	Min. Ground Clearance Chassis Mast Counterweight	in 3.3 4.9 4.5
13	Lift height	in
14	Free Lift	in
15	Mast Tilt Front Rear	Deg. 6 12
16	Max Lifting Speed (empty)	in/sec
17	Max Lifting Speed (full)	in/sec
18	Max Lowering Speed (empty)	in/sec
19	Max Lowering Speed (full)	in/sec
20	Tilt forward speed	9/5
21	Min. turning radius	in
22	Min. right angle stacking aisle width	in
23	Min. insecting Aisle width	in
24	Powerplant	Nissan K25 EPA/CARB
25	Max driving Speed (empty)	mph
26	Max driving Speed (full)	mph
27	Rated Capacity	lbs
28	Load center	in
29	Gradeability (full)	%
33	Axle Loading, Front/Rear (full)	lbs
34	Axle Loading, Front/Rear (empty)	lbs
35	Service Weight	lbs
36	Battery	V/Ah
37	Power type	LPG
38	Engine model	Nissan K25 EPA/CARB
39	Rated output/r.p.m.	HP/rpm
40	Max. torque/r.p.m	N.m/rpm
41	Min. torque/r.p.m	N.m/rpm
42	No. of cylinder	4
43	Bore*Stroke	in
44	Displacement	ci
44	Fuel Tank Capacity	G
44	Fuel Tank Capacity	G



## 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](mailto:warranty@octaneforklifts.com)

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

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

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

**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.



# COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY)  
10.12.17

AGENCY Kris Pacey 11867 Bradburn Blvd Westminster CO 80031	PHONE (A/C, No, Ext): 303.460.8844	APPLICANT (First Named Insured) Endless Sales, Inc DBA Discount Forklift Brokers, DBA Octane Forklifts	EFFECTIVE DATE 10.27.17	EXPIRATION DATE 10.27.18	DIRECT BILL AGENCY BILL	PAYMENT PLAN	AUDIT
	FAX (A/C, No): 303.460.8845						
CODE:	SUB CODE:	FOR COMPANY USE ONLY					
AGENCY CUSTOMER ID:							

COVERAGES		LIMITS		PREMIUMS	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	GENERAL AGGREGATE	\$ 3,000,000	PREMIUMS	
<input type="checkbox"/>	CLAIMS MADE	PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$ 3,000,000	PREMISES/OPERATIONS	
<input type="checkbox"/>	OCCURRENCE	PERSONAL & ADVERTISING INJURY	\$ 3,000,000	PRODUCTS	
<input type="checkbox"/>	OWNER'S & CONTRACTOR'S PROTECTIVE	EACH OCCURRENCE	\$ 3,000,000	OTHER	
DEDUCTIBLES		DAMAGE TO RENTED PREMISES (each occurrence)	\$ 100,000	TOTAL	
<input checked="" type="checkbox"/>	PROPERTY DAMAGE \$	MEDICAL EXPENSE (Any one person)	\$ 5,000		
<input checked="" type="checkbox"/>	BODILY INJURY \$	EMPLOYEE BENEFITS	\$		
OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)					

SCHEDULE OF HAZARDS									
LOCATION #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
						PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
1	GL/PL		\$6.4M						
2	leased equipment		\$213,000						
3									
4									

RATING AND PREMIUM BASIS (S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER \$1,000/COST (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

CLAIMS MADE (Explain all "Yes" responses)			EMPLOYEE BENEFITS LIABILITY		
1. PROPOSED RETROACTIVE DATE:			1. DEDUCTIBLE PER CLAIM: \$		
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COV:			2. NUMBER OF EMPLOYEES:		
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?			YES	NO	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?					4. RETROACTIVE DATE:
REMARKS			REMARKS		

**CONTRACTORS**

EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For past or present operations)		YES	NO
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?			X	4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?			X
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?			X	5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?			X
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?			X	6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?			X
REMARKS/DESCRIBE THE TYPE OF WORK SUBCONTRACTED	\$ PAID TO SUB-CONTRACTORS:			% OF WORK SUBCONTRACTED:	# FULL-TIME STAFF:	# PART-TIME STAFF:	

**PRODUCTS/COMPLETED OPERATIONS**

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)		YES	NO
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?			X	6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?			X
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS?			X	7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?			X
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?			X	8. PRODUCTS UNDER LABEL OF OTHERS?			X
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?			X	9. VENDORS COVERAGE REQUIRED?			X
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?			X	10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?			X

PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC

**ADDITIONAL INTEREST/CERTIFICATE RECIPIENT**      **ACORD 45 attached for additional names**

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	City of Redlands			LOCATION:
<input type="checkbox"/>	LOSS PAYEE				BUILDING:
<input type="checkbox"/>	MORTGAGEE				VEHICLE:
<input type="checkbox"/>	LIENHOLDER				BOAT:
<input type="checkbox"/>	EMPLOYEE AS LESSOR				SCHEDULED ITEM NUMBER:
		ITEM DESCRIPTION:			OTHER

**GENERAL INFORMATION**

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)		YES	NO	EXPLAIN ALL "YES" RESPONSES (For all past or present operations)		YES	NO
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?			X	12. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?			X
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?			X	13. ANY DEMOLITION EXPOSURE CONTEMPLATED?			X
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)			X	14. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?			X
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST 5 YEARS?			X	15. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?			X
5. MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS?		X		16. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?			X
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?			X	17. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?			X
7. ANY PARKING FACILITIES OWNED/RENTED?			X	18. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE YEARS?			X
8. IS A FEE CHARGED FOR PARKING?			X	19. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?		X	
9. RECREATION FACILITIES PROVIDED?			X	20. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?			X
10. IS THERE A SWIMMING POOL ON THE PREMISES?			X				
11. SPORTING OR SOCIAL EVENTS SPONSORED?			X				

**REMARKS**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY:SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR or VT; in DC, LA, ME, TN and VA, insurance benefits may also be denied).

### New & Used Equipment Plans

#### Powertrain Plan Option Covered Components

#### ENGINE

Includes all internally lubricated parts within the below systems

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> Accessory Gears            | <input type="checkbox"/> Camshaft                                | <input type="checkbox"/> Camshaft Bearings                                    | <input type="checkbox"/> Camshaft Drive Gear                        |
| <input type="checkbox"/> Connecting Rods & Bearings | <input type="checkbox"/> Crankshaft Bearings & Gear              | <input type="checkbox"/> Crankshaft including Front and Rear Crankshaft Seals | <input type="checkbox"/> Cylinder Heads/Head Gasket                 |
| <input type="checkbox"/> Cylinder Liners            | <input type="checkbox"/> Engine Block                            | <input type="checkbox"/> Engine Oil Cooler                                    | <input type="checkbox"/> Engine Speed Controls, Linkages and Cables |
| <input type="checkbox"/> Flywheel, Ring Gear        | <input type="checkbox"/> Front & Rear Engine Covers and Seals    | <input type="checkbox"/> Front Damper   | <input type="checkbox"/> Oil Pan & Gaskets                          |
| <input type="checkbox"/> Oil Pump                   | <input type="checkbox"/> Pistons & Rings                         | <input type="checkbox"/> Pressure/Temperature Sensors & Sending Units         | <input type="checkbox"/> Rocker Arm Assembly                        |
| <input type="checkbox"/> Thermostats                | <input type="checkbox"/> Timing Gears                            | <input type="checkbox"/> Valve Cover and Gasket                               | <input type="checkbox"/> Water Pump                                 |
| <input type="checkbox"/> Charge Air Cooler*         | <input type="checkbox"/> EGR System Manifold*                    | <input type="checkbox"/> Electronic Engine Control Module*                    | <input type="checkbox"/> Injection Pump*                            |
| <input type="checkbox"/> Injectors*                 | <input type="checkbox"/> Intake and Exhaust Manifold and Gaskets | <input type="checkbox"/> Propane Regulator*                                   | <input type="checkbox"/> Turbocharger and Gasket*                   |
| <input type="checkbox"/> Carburetor*                | *Components Covered after Emission Warranty                      |   |   |

#### ELECTRIC LIFT COMPONENTS

- |   |                                       |  |  |
|---|---------------------------------------|--|--|
| <input type="checkbox"/> Battery Chargers | <input type="checkbox"/> Drive Motors | <input type="checkbox"/> Drive/Steer Controllers | <input type="checkbox"/> Electric Motors (excluding brushes) |
| <input type="checkbox"/> Power Modules    |                                       |  |  |

#### TRANSMISSION/AXLES/HYDROSTATICS

All internally lubricated parts including

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Axle Housing                         | <input type="checkbox"/> Axle Shaft                           | <input type="checkbox"/> Clutch Disks (Wet Only)               | <input type="checkbox"/> Clutch Plates (Wet Only)              |
| <input type="checkbox"/> Differential Housing                 | <input type="checkbox"/> Differential Pinion Gear/Ring Gear   | <input type="checkbox"/> Drive Axle Hub                        | <input type="checkbox"/> Drive Shaft with Universal Joints     |
| <input type="checkbox"/> Drive Shaft Support Bearing          | <input type="checkbox"/> Final Drive Pinion                   | <input type="checkbox"/> Final Drive Planetary Gears           | <input type="checkbox"/> Hydraulic Drive/Travel Motor          |
| <input type="checkbox"/> Hydraulic Drive Pump                 | <input type="checkbox"/> Hydraulic Transmission-Control Valve | <input type="checkbox"/> Hydrostatic/Hydraulic Pump Drives     | <input type="checkbox"/> Hydrostatic Motor                     |
| <input type="checkbox"/> Hydrostatic Transmission Charge Pump | <input type="checkbox"/> Hydrostatic Transmission Pump        | <input type="checkbox"/> Internal Lubricated Clutch Housing    | <input type="checkbox"/> Internal Transmission Control Linkage |
| <input type="checkbox"/> Internal Wet Service Brakes          | <input type="checkbox"/> Planetary Gear Carrier               | <input type="checkbox"/> Torque Converter                      | <input type="checkbox"/> Torque Converter Pump                 |
| <input type="checkbox"/> Torque Hubs                          | <input type="checkbox"/> Transmission Case                    | <input type="checkbox"/> Transmission Gears, Bearings & Shafts | <input type="checkbox"/> Transmission Pump                     |

This page does not provide all the details regarding your New & Used Equipment Plan - Powertrain Plan Option Covered Components - Master Parts Schedule - Industrial Forklifts. Please see page 2 for remaining details.



**TRANSMISSION/AXLES/HYDROSTATICS (CONTINUED)**

Travel Control Valve

Wheel Bearings

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

**POWERTRAIN EXCLUSIONS**

Engine/Transmission Mounts, Filters, Belts, Pulleys, Loose/Broken Bolts, Lubricants, Antifreeze, Adjustments, Burnt and/or Pitted Valves, Radiator, Wiring Harnesses, Breathers, Dry Clutches, Batteries, Electrical Components Not Listed Above, Steel Pipes and Gauges, Lines/Hoses Including Fittings.

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

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

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

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

ASE\_2015\_NEW&USED INDUSTRIAL FORKLIFTS PT\_mps\_en

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Dealer Signature \_\_\_\_\_

Date \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Endless Sales Inc.**

2 Business name/disregarded entity name, if different from above  
**Discount Forklift dba, Octane Forklift**

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**  
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) **P**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)  
**4905 Lima Street**

6 City, state, and ZIP code  
**Denver, CO 80239**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	6			2	9	6	4	5	8
6									

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person *Vanessa Garcia* Date **3/1/2018**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1089-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

\* Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)  
 \* Form 1099-C (canceled debt)  
 \* Form 1099-A (acquisition or abandonment of secured property)  
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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## Interactive TIN Session:Interactive Results

This screen provides you with the results of your TIN Match request. The 'Match Indicator' displays a code next to the TIN and name combination. Use the codes below to interpret your results:

- 0 = TIN and Name combination matches IRS records.
- 1 = TIN was missing or TIN not 9-digit numeric.
- 2 = TIN entered is not currently issued.
- 3 = TIN and Name combination does not match IRS records.
- 4 = Invalid TIN Matching request.
- 5 = Duplicate TIN Matching request.
- 6 = TIN and Name combination matches IRS SSN records.
- 7 = TIN and Name combination matches IRS EIN records.
- 8 = TIN and Name combination matches IRS SSN and EIN records.

**Important:** Before leaving this screen, you may want to do a Print Screen of the results. Once you exit this screen, the interactive results will no longer be available for viewing.

Using the TIN Matching system allows you to verify the accuracy of taxpayer TIN and name information prior to submitting information to IRS. Internal Revenue Code 6724 provides any penalties under Section 6721 may be waived if the filer shows the failure to file a correct TIN on an information return was due to reasonable cause and not willful neglect. Filers may prove due diligence and receive a waiver from proposed penalties if they prove the TIN and name combination they submitted matched IRS records. Providing a copy of the Print Screen of your Interactive Results will be considered proof of due diligence.

ID	TIN Type	TIN	Name	Result Code
1	Unknown	262964586	endless sales inc	7

**You may do either of the following:**

- Select *Another Tin Matching Request* to check more TIN and Name combinations.
- Select *Done* to return to the TIN Matching home page.

- [ANOTHER TIN MATCHING REQUEST](#)
- [DONE >](#)